



REQUEST FOR PROPOSALS #14-55

CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES FOR THE SELECTIVE DEMOLITION AND SALVAGE OF CENTENNIAL MILLS

Proposals Due: January 27, 2015 by 2:00 P.M. (Pacific)

A **MANDATORY** pre-proposal meeting for this RFP will be held on **January 12, 2015 at 11:00 a.m. (Pacific)** at PDC (222 NW 5th Avenue, Portland, Oregon) in the **first floor Commission Room**.

Job site tours of the Project area will be held at **Centennial Mills during the week of January 12**. See Section 1.7.2 for details.

Direct all questions and submit one (1) original, seven (7) color photocopies, and one (1) electronic proposal (on CD-R) to PDC's SOLE POINT OF CONTACT for this RFP:

Nathan P. Mosley, CPPB | Procurement Services Coordinator
Portland Development Commission | 222 NW Fifth Avenue, Portland, Oregon 97209
(503) 823-3322 (direct) | MosleyN@pdc.us (email) | <http://www.pdc.us/> (www)

PDC encourages the participation of certified minority-owned, women-owned, and emerging small businesses in this contract opportunity.

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1.0 REQUEST FOR PROPOSALS SUMMARY AND SCHEDULE

1.1 Request for Proposals Data and Contact Information

Request for Proposals Title: **Construction Manager/General Contractor Services for Selective Demolition and Salvage of Centennial Mills**

Solicitation Number: **RFP # 14-55**

Solicitation Coordinator: **Nathan P. Mosley**, CPPB, Procurement Services Coordinator

Contact Information: **(503) 823-3322** (direct)
[MosleyN@pdc.us](mailto:mosleyN@pdc.us) (email)

Proposal Delivery Location: **Portland Development Commission**
Attn: Nathan P. Mosley, Professional Services
222 NW 5th Avenue
Portland, OR 97209

1.2 **Executive Summary.** Through this Request for Proposals (this “RFP”), the Portland Development Commission (“PDC” or “we”), the duly authorized urban renewal and economic development agency for the City of Portland, Oregon (the “City”) requests competitive proposals from qualified and experienced contractors (“Proposers,” “Contractor,” or “you(r)”) to provide Construction Manager/General Contractor (“CM/GC”) services for selective demolition and salvage services at Centennial Mills (the “Project” or “Property”) with the goal of removing dangerous structures and preparing the site for redevelopment. One CM/GC proposal is requested, inclusive of pre-construction and construction services as further described in this RFP.

Please Note: PDC expects each proposer to have read both the applicable public contracting statutes ORS 279C.337(1) and the Attorney General’s Model Rules related to public contracting and the CM/GC alternative method of delivery found at OAR 137-049-0690 and to comply with the law in all material respects. Failure of a proposer to comply in any material respect may result in the disqualification of a proposal.

1.3 **Schedule of Solicitation and Contract Award Events.** PDC reserves the right to change this schedule through a written addendum at any time:

| Solicitation or Contract Award Event | Date |
|---|---|
| Request for Proposals Posted and Advertised | December 29, 2014 |
| Pre-Proposal Meeting (mandatory , at PDC) | January 12, 2015 at 11:00 a.m. (Pacific) |
| Job Site Tours | See Section 1.7.2 |
| Deadline for Questions and Requests for Changes | January 21, 2015 |
| Proposal Due Date and Time (no later than) | January 27, 2015 at 2:00 p.m. (Pacific) |
| Subcontractor Disclosure Due Date and Time | January 27, 2015 at 4:00 p.m. (Pacific) |
| Finalist Interviews (optional) | Week of February 9, 2015 |
| Notice of Intent to Award, Issued (tentative) | February 16, 2015 |

| | |
|--|---|
| Deadline for Protest of Intent to Award | Seven (7) calendar days after Notice of Intent to Award is Issued |
| Contract Award, Issued (tentative) | March 12, 2015 |
| Contract Executed (tentative) | March 27, 2015 |
| Notice to Proceed for Preconstruction Services (tentative) | April 1, 2015 |

1.4 **Pre-qualification.** This RFP is an open invitation, and any qualified and experienced contractor is able to apply; pre-qualification is not required to participate in this RFP.

1.5 **Emergency Procurement.** Given accelerated structural deterioration of the Property, the PDC Board of Commissioners declared this Project an emergency, pursuant to ORS 279C.320, ORS 279B.080, and PDC’s *Local Contract Review Board Administrative Rules*, on December 11, 2014. Balancing the need to act quickly, while maintaining an open and competitive process, PDC is soliciting ‘best value’ proposals where certain qualitative information will be factored with price to arrive at a contract award decision.

1.6 **Sole Point of Contact.** The sole point of contact (or “Solicitation Coordinator”) for this RFP is **Nathan P. Mosley**, CPPB, PDC’s Procurement Services Coordinator. Mr. Mosley can be reached by phone at (503) 823-3322 or email at MosleyN@pdc.us. Direct all requests for clarification or change(s) regarding this RFP or the anticipated contract to this individual.

1.7 **Pre-Proposal Meeting, Job Site Tours.**

1.7.1 **Pre-Proposal Meeting (Mandatory).** A pre-proposal meeting for this RFP will be held on **January 12, 2015 at 11:00 a.m. (Pacific) at PDC (222 NW 5th Avenue, Portland, Oregon) in the first floor Commission Room.** This RFP, the Project, and PDC’s procurement process will be explained at the pre-proposal meeting. Proposers are encouraged to bring a copy of this RFP to the meeting as copies will not be provided. **All Proposers must attend this meeting to be deemed responsive to this RFP.**

1.7.2 **Job Site Tours.** Job site tours of the Project area will be held at **Centennial Mills, 1362 NW Naito Parkway, on the following days and times:**

- January 12, 2015, at 1:00 p.m.
- January 13, 2015, at 1:00 p.m.
- January 15, 2015, at 1:00 p.m.
- January 16, 2015, at 1:00 p.m.

Attendees are asked to gather near the horse paddock at the tour start time. **ALL attendees participating in the job site tour are REQUIRED to wear Personal Safety Equipment (PSE).** PSE will NOT be provided by PDC. **All Proposers must attend one (1) of these tours to be deemed responsive to this RFP. Proposers are encouraged to bring cameras with strong flash or lighting capability for documenting the conditions.**

1.7.3 **Questions and Comments at These Meetings.** Meeting and job site tour attendees will also be given the opportunity to ask questions of PDC’s program staff to help clarify this Project. Verbal comments or responses given by PDC staff at these events are not

binding and will not serve to modify any portion of this RFP unless later confirmed in a written addendum to this RFP. PDC will request that particularly detailed or technical questions, or those that require additional consideration and research, be submitted in writing per Section 4.2 of this RFP.

2.0 PROJECT BACKGROUND

2.1 **About the Portland Development Commission.** Created by Portland voters in 1958, PDC has been a driving force in Portland’s reputation for vibrancy and livability. As Portland’s urban renewal and economic development agency, PDC focuses on investing in the job creation, innovation, and economic opportunity that will transform Portland into one of the world’s most desirable and equitable cities.

To achieve this end, PDC’s Strategic Plan focuses on five goals:

- Strong Economic Growth and Competitiveness
- Social Equity
- Healthy Neighborhoods
- A Vibrant Central City
- Effective Stewardship over our Resources and Operations, and Employee Investment

As the city's economic development agency, PDC helps existing and new businesses navigate a wide variety of public and non-profit resources, assists businesses in evaluating Portland as a viable and effective location where a company can thrive, and connects business owners with financial and technical resources that can give companies a competitive edge. For more information, visit the PDC website at <http://www.pdc.us>

2.2 Project Background and Description of the Site.

2.2.1 **Description of the Site.** The PDC-owned Centennial Mills site (the “Property”) is situated along the Willamette River, at 1362 NW Naito Parkway, in Portland’s River District Urban Renewal Area. The existing buildings are of various construction types (concrete and timber) and include a range of sizes (one-story warehouses, two-story wharfs, and a seven-story flour elevator). The total square footage of the complex that will be demolished is approximately 300,000 square feet.

2.2.2 **Project Background.** In 2000, the Portland City Council adopted Ordinance No. 174177 resulting in the acquisition of Centennial Mills for public purposes. The City’s bureaus of Environmental Services and Parks and Recreation also identified the need for public use of portions of the Property. In May 2005, the Portland City Council adopted Resolution No. 36320, which directed PDC to work with the City’s Bureau of Planning, citizens, and stakeholders to develop a comprehensive plan for the Property taking into consideration future surrounding area development. The resulting *Centennial Mills Framework Plan*, approved by the Portland City Council in September 2006, clarifies and presents the public’s interests in and aspirations for the Property. Following a competitive solicitation process to seek a preferred developer, on April 9, 2013, the PDC Board, through Resolution No. 6998, authorized a predevelopment loan to Harsch Investment Properties (“Harsch”) for due diligence and schematic design for

redevelopment of the site. Since that time, Harsch has established a concept site plan and associated budget.

In order to redevelop the site, infrastructure improvements, soil stabilization, environmental remediation, and selective demolition and salvage of the existing buildings must take place. PDC has elected to expedite selective demolition, consistent with Harsch's conceptual site plan, based on the increasingly rapid deterioration of the Property. Over the past six months columns of the wharf buildings have progressively shifted toward the river, sections of the roof in various areas have collapsed, and falling beams have damaged sections of the fire suppression system. On December 11, 2014 the PDC Board adopted these [emergency findings](#)¹ and directed staff to prepare this Request for Proposals.

3.0 THE WORK, PROJECT PHASES, AND HAZARDOUS MATERIALS

3.1 **Scope of CM/GC Services.** PDC has issued this RFP with the goal of selecting a CM/GC for the Pre-Construction Phase of the work and both Construction Phases; however, PDC reserves the absolute right to terminate the work of the selected CM/GC at the conclusion of the work in any of such three phases of the work for any reason and issue a different RFP for the next phase or phases at PDC's sole option. This term will be in all contracts entered by PDC with the selected CM/GC.

3.1.1 **Pre-construction Services Phase.** The PDC is seeking a CM/GC firm to participate as a member of a team consisting of the Owner (PDC), engineering team, and other Project consultants and agencies (the "Project Team") to provide pre-construction services and to manage and coordinate the subcontractor bidding procurement and the construction process (the "Pre-construction Services Phase"). The CM/GC shall be responsible for providing necessary consulting expertise to PDC to ensure that the program scope is maximized and the construction budget and the Project schedule are met.

The CM/GC will work collaboratively and proactively with other members of the Project Team to proceed with planning, design, permitting, and implementation of the Work in a manner that supports the PDC's efforts to keep costs within the PDC's budget. The CM/GC shall provide Construction Management services throughout the Project, from the pre-construction phase through the construction phase and shall closely coordinate such services with the other members of the Project Team. See EXHIBIT G of this RFP.

The CM/GC shall provide full demolition contracting services for the Project in accordance with the requirements of the Contract Documents except to the extent work is specifically indicated in the Contract Documents to be the responsibility of others.

The CM/GC firm must be skilled in all aspects typical to a contractor specializing in demolition and construction management, including but not limited to developing critical path method ("CPM") schedules, preparing construction estimates, studying labor conditions, understanding construction methods and techniques used in complex demolition projects, understanding local climate conditions and requirements for weather protection during construction operations and its impact on demolition

¹ http://www.pdc.us/Libraries/Board_Resolutions/Resolution_7089_pdf.sflb.ashx

activities, sequencing of the Work, and coordinating and communicating the activities of the Project Team throughout the design and construction phases to all members of the Project Team. In addition, the CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.

In the event that the selected CM/GC is unable to furnish a GMP within the Owner's budget, or otherwise come to agreement on CM/GC Contract terms, the Owner retains the sole option to cancel this procurement and start a new process for the construction of the Project, or to terminate the existing CM/GC Contract or contract award and enter into new CM/CG Contract negotiations with the next highest rated Proposer under this Request for Proposal.

3.1.2 **Construction Phase.** The scope of the Construction Phase generally includes selective demolition and salvage of all structures (excluding the Feed and Flour Mills), in two phases. The work also includes erosion control, salvage, historic preservation, and reinforcement of the remaining buildings and structures, as required, in order to secure the site and ready it for potential redevelopment. Specifically, the construction of the Work is detailed in **Attachments 1 and 2** of this RFP; the Draft Drawings, and Draft Technical Specifications.

3.2 **Project Phases for Construction.** Due to the multi-jurisdictional nature of the site, the selective demolition portion of the Work will be divided into two (2) phases. Phase One of the Work includes demolition of structures located above the basement slab level, as well as erosion control, salvage, and reinforcement of remaining structures (if required). Permitting jurisdictions involved in this phase include the City of Portland's Bureau of Development Services (BDS), the Army Corps of Engineers (Corps), and the Department of State Lands (DSL). Permits for Phase One work will be acquired by PDC during the second quarter of 2015 with the assistance of the CM/GC.

At the PDC's election, the Phase Two portion of the Work consists of demolition of all structures riverward of the existing sea wall, to include approximately 700-900 in-water wood pilings. This work will be implemented through a duly executed modification to the Phase One Construction Contract. The issuance of permits for Phase Two work is not anticipated until the second quarter of 2016. In-water demolition is restricted to the months between July and October. Proposers should anticipate an extended delay between the completion of Phase One and beginning of Phase Two, and estimate the cost of two separate mobilization and demobilization events per Phase. The Proposer's response to this RFP should state whether there is any impediment to the Proposer's ability to undertake the Phase Two portion of the Work based on the foregoing schedule.

3.3 **Hazardous Materials.** Hazardous building materials were removed from the site in 2004. However, residual hazardous materials are still located at the site and will require proper abatement during the demolition activities. *Existing Environmental Conditions* (PDC, July 2008) and *HAZMAT Abatement Plan* (AMEC, December 2014) are provided in **Attachment 3**. Contractor is expected to sub-contract with a DEQ-certified abatement specialist to remove the remaining hazardous building materials, including lead-based paint. As part of the demolition/salvage work, Contractor shall coordinate with the abatement specialist to facilitate the removal of hazardous building materials as they become accessible.

4.0 INSTRUCTIONS TO PROPOSERS

The section describes the general requirements and instructions for this RFP. All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or awarded contract will be governed by PDC's *Local Contract Review Board Administrative Rules* as well as applicable Oregon Revised Statutes (ORS) and other rules pertaining to procurement and contracting at PDC.

4.1 **Reservation of Rights.** PDC, in its sole discretion, reserves the right to modify any matter contained in this RFP; cancel or suspend this RFP or to reject any or all proposals received in response to this RFP in accordance with ORS 279C.395; decide whether a proposal does or does not substantially comply with the submittal requirements and procedures described in this RFP; waive minor informalities of any proposal; obtain clarification or additional information to properly evaluate a proposal; obtain references regarding any Proposer's past performance from any source; and negotiate a contract with the successful Proposer. Neither issuance of this RFP nor evaluation of any proposal(s) obligates PDC to award a contract from this RFP.

4.2 **Questions and Requests for Changes to this RFP.** All material questions and requests for changes to any matter contained in this RFP must be submitted in writing to the Solicitation Coordinator identified in Section 1.1 of this RFP. All such questions and requests for changes must be submitted to the Solicitation Coordinator no later than 5:00 p.m. (Pacific Time) on the "Deadline for Questions and Requests for Changes" listed in Section 1.3. All such submissions must include:

- RFP solicitation number and title
- RFP section being questioned
- Specific question or request for change

Inquiries must be submitted by email.

4.3 **Clarification and Changes to this RFP.** All material clarifications and changes to any matter contained in this RFP will be issued in the form of a written addendum to this RFP. Unless otherwise stated, Proposers are not required to return addenda with their proposal; however, Proposers are responsible for making themselves aware of, obtaining, and incorporating any changes made in any addendum into their final proposal. Failure to do so may be cause for proposal rejection.

Up to the date and time proposals are due, it is the responsibility of all parties interested in this RFP to refer frequently to the website for this RFP to check for any addenda that have been issued for this RFP. The document folder for this RFP can be found at www.pdc.us/bids. PDC may make a courtesy effort to notify interested parties that an addendum has been issued for this RFP; however, interested parties are ultimately responsible for being aware of addenda issued by PDC and modifying their proposal accordingly.

4.4 **Form and Content for Substitution Requests.** Request for substitution shall include the name of the material, equipment, or products which is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other

information necessary for evaluation. The burden of proof of the merit of the proposed substitute is upon the Proposer. PDC's decision of approval or disapproval of a proposed substitution is within PDC's sole discretion.

- 4.5 **Preparation Costs.** Proposers responding to this RFP do so at their own expense, and PDC will not reimburse any expenses incurred by Proposers in the preparation or submission of a proposal to this RFP, including costs associated with any meeting, interview, or subsequent negotiations that PDC may request or require.
- 4.6 **Restrictions on Communications.** Proposers must not communicate with members of the Evaluation Committee, the PDC Board of Commissioners, or any PDC employee not specifically named in this RFP, except upon invitation by PDC in a formal interview by the RFP Solicitation Coordinator. Doing so may be cause for proposal rejection. PDC will not hold "one-on-one" meetings with any interested party during the RFP process outside of a formal interview.
- 4.7 **Definitions.** Unless defined differently herein, the terms used in these Instructions to Proposers have the same meaning and definition as provided in the Supplemental General Conditions (EXHIBIT M) or Draft General Conditions (EXHIBIT N).
- 4.8 **Section Headings.** The section headings and titles used in this RFP are for convenience only and in no way modify the scope or intent of any provision contained in this RFP.
- 4.9 **Disclaimers.** PDC disclaims all responsibility for errors, ambiguities, or misinterpretations resulting from the use of the information contained in this RFP or the use of an incomplete set of the Contract Documents. By making the information contained in this RFP and the Contract Documents available, neither the PDC nor its representatives or agents (including design professionals) confer a license of any kind or grant permission for any use of the information contained in the RFP or the Contract Documents other than on this Project.
- 4.10 **Registration with CCB or LCB and City of Portland Business License.** Prior to award of the Contract, the Proposer selected to complete the work must be licensed (a) by the State of Oregon Construction Contractors Board or licensed by the State of Oregon Landscape Contractors Board as required by ORS 701.035 et seq. and ORS 671.525 et seq., respectively; and (b) the City of Portland per Portland City Code, Chapter 7.02. ALL LICENSES MUST REMAIN IN EFFECT DURING THE ENTIRE CONTRACT TERM.
- 4.11 **Reserved.**
- 4.12 **Prevailing Wage.** Pursuant to PDC's policy on Construction Wages, all work on this Project is subject to State of Oregon Bureau of Labor and Industries (BOLI) Wages Rates. The Prevailing Wage Rates for the construction work will be effective as of the date of the CM/GC contract for Phase 1 work.
- 4.13 **Resident Proposer.** Each proposal must contain a statement as to whether the Proposer is a "resident Proposer" as defined in ORS 279A.120 by completing the Proposer Certification form (EXHIBIT D).
- 4.14 **Reserved.**

- 4.15 **Proposers' Representations.** By submitting a proposal for the Project, Proposers further represent that they have read and understood the Contract Documents, visited the site, become familiar with the conditions under which the Work will be performed, read and become familiar with the CM/GC procurement requirements as described in ORS 279C.337 and Oregon Administrative Rules 137-049-0690, and have taken no exception to any term, condition, obligation, or requirement of the Contract Documents that is not clearly and expressly stated in their proposal. Proposers understand and agree that any exception to any term, condition, obligation, or requirement of the Contract Documents may, in PDC's discretion, be the basis for proposal rejection. Proposers further represent that they will report immediately all errors, inconsistencies, or ambiguities they discover in the Contract Documents to PDC.
- 4.16 **Proposers' Responsibility for Cover Price.** By submitting a proposal, each Proposer expressly agrees that, if is determined to be the successful Proposer upon final contract negotiations but fails within ten (10) days of the award date to submit the executed Construction Contract and all related documents (including but not limited to the payment and performance bonds), such contractor will be directly responsible to PDC for any increased costs to PDC in hiring a replacement contractor including, without limitation, any attorney fees, investigation and expert fees and costs arising out of any related claim or dispute.
- 4.17 **Information Submitted.** It is the sole responsibility of each Proposer to submit information related to the submittal requirements contained in this RFP, and PDC is under no obligation to request additional information if it is not included within the proposal. However, PDC, in its sole discretion, may (a) request Proposers submit additional information during or after the proposal evaluation period; (b) request information during any subsequent Contract negotiations; (c) overlook, correct, or require a Proposer to correct any obvious clerical or mathematical error(s); or (d) submit information or forms that were inadvertently omitted at the time of proposal submission.
- 4.18 **Public Records and Disclosure**
- 4.18.1 There will be no public opening of proposals.
- 4.18.2 All proposals submitted in response to this RFP will become the property of PDC and will be subject to retention and disclosure pursuant to the Oregon Public Records Law (ORS 192), except those portions of a proposal that a Proposer requests exemption from disclosure consistent with ORS 192.
- 4.18.3 Any portion of a proposal that a Proposer claims to constitute a "trade secret" must meet the requirements of ORS 192.501(2) and be easily separable from the proposal to facilitate review of the non-confidential portion of the proposal. All such sections in a proposal must be CLEARLY AND CONSPICUOUSLY marked with the following:
- "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS 192."**
- 4.18.4 PDC will take reasonable measures to hold in confidence all proposal contents marked in the way described above, but shall not be liable for the release of any information when required by law or court order, whether pursuant to ORS 192 or otherwise. Unless expressly provided in this RFP, or in a separate communication between PDC's Sole Point of Contact for this RFP and a Proposer, PDC does not agree to withhold from public disclosure

any information submitted in confidence unless the information is otherwise exempt from public disclosure under Oregon law.

- 4.18.5 From the time proposals are due and until PDC's issues its notice of intent to award (see Section 4.22), only the list of the names of the Proposers is subject to public disclosure.
- 4.18.6 After award, the Contract between PDC and the successful Proposer will be a public document and no part of the Contract can be designated as "Confidential."
- 4.19 **Proposer Offer, Withdrawal, and Modification.** By submitting a proposal in response to this RFP, each Proposer agrees their proposal is a binding offer to perform the Work described in this RFP for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between PDC and a Proposer. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless PDC agrees to the withdrawal or modification in writing.
- 4.20 **Determination of Responsibility; Investigations.** In determining whether a Proposer meets the applicable standards of responsibility to perform the work described in this RFP, PDC may consider whether the Proposer has: (a) the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, to meet all contractual obligations; (b) a satisfactory record of performance; (c) a satisfactory record of integrity; (d) qualifications to legally contract with PDC as an independent contractor; (e) been disqualified or debarred by PDC or on a list of such contractors as established by the CCB; (f) supplied all necessary information in connection with PDC's inquiry concerning responsibility; (g) has otherwise satisfied the conditions of ORS 279C.375 as applicable to the work. PDC may postpone issuance of its Notice of Intent to Award in order to complete its determination of responsibility. PDC may make such independent investigations as deemed necessary to determine the responsiveness and responsibility of any Proposer, and the Proposer shall furnish to PDC all such information and data for this purpose as PDC may request.
- 4.21 **Evaluation Process.** See Section 6.0 of this RFP.
- 4.22 **Notice of Intent to Award.** After completion of the evaluation process described in Section 6 of this RFP, PDC will name an "apparent successful Proposer" and issue a Notice of Intent to Award ("NOIA") the Contract to this Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to receive the Contract. All competing Proposers will be sent the NOIA by email. Once the NOIA has been issued, Proposers may view the materials in the RFP file by contacting PDC's Solicitation Coordinator for this RFP.
- 4.23 **Protest of Selection Process.** Any protest of PDC's selection process must be submitted in writing to PDC's Professional Services Manager at 222 NW 5th Avenue, Portland, Oregon 97209 within seven (7) calendar days of issuance of the NOIA. The envelope containing the protest must be marked with the Proposer's name and corresponding solicitation number, and conspicuously identified as a "Contract Award Protest." Only those Proposers that are adversely affected by PDC's contract award decision can protest the NOIA; i.e., those Proposers who are in a position to receive the Contract had PDC not committed a material violation of a provision of this RFP or applicable statute. The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief

requested. The judgment used by individual evaluation committee members when scoring proposals is not grounds to protest the selection process. Protests not asserted or not properly asserted within the timelines described in this section will not be considered.

- 4.24 **Serial Negotiations.** After PDC has issued its NOIA and resolved all protests, PDC reserves the right to enter into negotiations with the apparent successful Proposer to finalize the Contract. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to terminate negotiations with that apparent successful Proposer and commence negotiations with the next highest-ranked responsive Proposer. This process may continue until an agreement is reached and PDC issues its Notice of Award and the Contract is executed or PDC cancels this RFP.
- 4.25 **Publicity.** Any publicity giving reference to the Project described in this RFP, whether in the form of a press release, brochure, or other marketing material, shall only be made with the prior written consent of the PDC Public Affairs Department and then only in coordination with the PDC Public Affairs Department.

5.0 PROPOSAL SUBMITTAL REQUIREMENTS

This section describes the materials and topics to include within your proposal and general proposal preparation and submission instructions. Overall, brevity is strongly encouraged and the selection committee will look favorably on succinct and direct responses. Respond only to the sections below and include only relevant information. The committee will not consider material in your proposal that was not requested in this RFP.

- 5.1 **Cover Letter Qualifications and Capabilities.** Provide a summary of your proposal in a one- or two-page cover letter. This cover letter should introduce your team and describe your general approach to successful completion of the Project. Outline why your team is qualified and capable to perform this Project. Also include the name, mailing address, phone number, and email address of your primary point of contact for this RFP in your cover letter.
- 5.2 **General Construction Background Experience and Qualifications.** Provide a description of your experience in completing public improvement projects (within the past five years). For this section include:
- 5.2.1 Number of years your company has been in continuous operation, general scope of services provided, current principal area(s) of expertise or specialty, and current firm commitments;
 - 5.2.2 Your company's per project and aggregate bonding capacity;
 - 5.2.3 A description of any specialized skills in working on complex public improvement projects with multiple and diverse stakeholders, especially complex projects in a high-profile urban setting;
 - 5.2.4 A description of your firm's experience with alternative contracting process; in particular, the provision of CM/GC services;
 - 5.2.5 A description of how your team or approach stands out from competing companies and why your company should be selected to complete this Project;

- 5.2.6 Describe your process for managing change orders and claims, including your proposed efforts to minimize both;
 - 5.2.7 Describe the accuracy of your firm’s initial cost estimates for the three (3) recent projects for which your firm has been involved including the initial cost estimate, the final cost, and the amount of any change orders to the total contract price (if any)
 - 5.2.8 The number and dollar amount of each claim greater than \$100,000 within the last five (5) years that required mediation, arbitration, or litigation to settle, and the current disposition status; and,
 - 5.2.9 Details on any past or pending litigation, or claims filed, against your firm that may affect your performance on this Project.
- 5.3 **Special Project Experience.** Provide a description of your company’s past experience in completing demolition of buildings similar to this Project, which shall include: project location; environmental issues including remediation and disposal of Hazardous Materials; local, state or federal permitting issues; work in and over water; phased demolition; demolition of structurally-deficient buildings; and/or demolition and preservation of historic buildings.
- 5.4 **Prime Contractor Project Experience and References.** Complete and return the “Prime Contractor (Proposer) Qualifications and Experience” form (EXHIBIT A). At PDC’s discretion, references provided for these projects may be contacted.
- 5.5 **Key Subcontractor(s)’ Project Experience and References.** Complete and return the “Subcontractor Qualifications and Experience” form (EXHIBIT B) for any Subcontractor with work valued at \$100,000. At PDC’s discretion, references provided for these projects may be contacted.
- 5.6 **Prime Contractor Key Project Personnel.** Provide the following information for the CM/GC’s project manager, superintendent, onsite safety officer, major equipment operator(s), and other critical project members (together, the “Key Personnel”) proposed to be assigned to the Project:
- 5.6.1 Provide a short but complete profile of each Key Personnel, including their work history, key project experience, and pertinent professional qualifications and certifications (LIMIT: ONE PAGE PER PERSON);
 - 5.6.2 Experience that any of your Key Personnel have in working on large-scale demolition projects in urban areas;
 - 5.6.3 Describe your Key Personnel’s experience and knowledge working with Owner’s Representatives, Architect/Engineer teams, and permit agencies;
 - 5.6.4 List any other projects your Key Personnel are expected to be working on during the same time period as this Project.
- YOUR KEY PERSONNEL ARE EXPECTED TO BE ASSIGNED AND AVAILABLE FOR THE DURATION OF THE CONTRACT TERM. REMOVAL, SUBSTITUTION, OR ADDITION OF THE KEY PERSONNEL WILL BE SUBJECT TO PDC’S WRITTEN APPROVAL.
- 5.7 **Demolition Approach and Methods.** Address the following in this section of your proposal:
- 5.7.1 **Project Approach.** Provide a preliminary work plan for the demolition of structures at the Project site. Work plan may include overall project approach, major equipment

proposed, staging, site protection measures (both environmental and security), protection for existing structures to remain and structures on adjacent properties, pre-demolition work, quality control/assurance methods. **Proposers may recommend optional tasks, modification to specified tasks, and innovation that would benefit PDC, increase the probability of project success, and/or reduce cost.** Success for this project is defined as completing the Project without incident (both safety and environmental), in an environmentally responsible manner, on time, on budget, and within the Project scope.

- 5.7.2 **Project Schedule and Sequencing.** Provide a tentative baseline project schedule with key milestones and critical path. At a minimum, discuss your planning, scheduling, phasing, sequencing, and project monitoring skills and approach. Of note, in-water demolition work is restricted to the months between July and October. This may result in an extended time lapse between Phase One and Phase Two. Proposers need to address this scheduling challenge.
- 5.7.3 **Trade Work Self-Performed.** By each major work category (CSI Division), estimate the percent of the trade work the CM/GC intends to self-perform and, by major work category (CSI Division), the percentage of trade work that will be subcontracted.
- 5.8 **Salvage.** A significant amount of the Project's building materials is believed to be of salvage value.
 - 5.8.1 **Salvage Experience.** Provide a list of at least three (3) past projects that demonstrate your experience salvaging building materials, including any applicable metrics (e.g., cubic yards, tons, board feet) of materials that were salvaged during these projects.
 - 5.8.2 **Preliminary Salvage Plan.** Describe how you will salvage building materials, what building materials you plan to salvage, and how this salvage will offset PDC's Project costs. Proposers may propose innovative methods to maximize the salvage value.
 - 5.8.3 **Credit Balance.** Describe the process for calculating the value of the salvaged materials, and the proposed method of ensuring PDC receives maximum offset for these materials.
 - 5.8.4 **Preservation of Personal Property and Fixtures.** PDC will identify a list of onsite materials that are deemed to have historic or aesthetic significance and should be preserved. PDC may request that these materials are to be stored onsite or relocated to an alternate storage location. Any Contractor-borne costs associated with removal and storage of these items will be implemented via written change order.
- 5.9 **Safety and Risk Management**
 - 5.9.1 **Safety Record.** Provide a copy of your company's safety records for the past five (5) years and any deaths or permanent disabling injuries from the past ten (10) years. Proposers must submit copies of OSHA 300 and 300A logs or provide information in a substantially similar format as can be found on the OSHA 300 and 300A logs.
 - 5.9.2 **Safety Plan.** For this Project, describe how you maximize worker safety and public safety, including any applicable safety policies, procedures, and protocols.
 - 5.9.3 **Risk Management.** Based on your understanding of the Project, please outline the key Project risks and steps you intend to deploy to mitigate such risks.

5.9.4 **Hazardous Materials.** Hazardous Material remediation issues, which should include whether Proposer’s employees have received HAZWOPER training and what other programs the Proposer has implemented in connection with the abatement and disposal of Hazardous Materials.

5.10 **Business Equity.** Through its policy on Equity, PDC aims to ensure fair and equitable opportunities for Portland’s diverse populations, promote prosperity in all segments of Portland’s diverse communities, and expand competition in the market through explicit agreements with developers and contractors benefiting from the public investment, particularly Certified Firms. As used herein, Certified Firms include those minority-owned (“MBE”), women-owned (“WBE”), disadvantaged (“DBE”), and emerging small business enterprises (“ESB”) certified by the State of Oregon Office of Minority, Women, and Emerging Small Business (the “OMWESB”).

PDC HAS ESTABLISHED AN ASPIRATIONAL GOAL OF TWENTY PERCENT (20%) OF THE PROJECT TRADE WORK TO BE PERFORMED BY CERTIFIED FIRMS. As part of your response to this RFP, address the following:

5.10.1 **Prime Contractor.** Is your construction company (i.e., the CM/GC) a Certified Firm or has your firm recently applied for certification with the OMWESB? If so, provide a copy of the OMWESB’s approval letter certifying your firm as a Certified Firm or a copy of the letter confirming receipt of your application.

5.10.2 **Special Subcontractor Requirements.** All subcontractors who perform more than \$100,000 of work shall be signatory to a State of Oregon Bureau of Labor and Industries (BOLI) -approved apprenticeship training program that has (a) been in existence for five years or longer and (b) has produced graduates. Contact the PDC’s Equity Coordinator, Patricia Weekly at WeekleyP@pdc.us or City Contract Compliance Specialist, Paula Wendorf, Paula.Wendorf@portlandoregon.gov, if you have any questions.

5.10.3 **Past Projects.** Have you subcontracted or partnered with any Certified Firm(s) on any project(s) within the past thirty-six (36) months? If so, indicate the project(s), Certified Firm(s) involved, and the role of the Certified Firm(s) on the project(s).

5.10.4 **Innovation.** Describe any innovative or successful measures your construction company has taken to work with or attempt to work with Certified Firms on previous projects (e.g., provided bonding, mutual insurance, targeted marketing, sponsoring or leading business development workshops, creating an equity contractor development or mentor-protégé program, or providing technical training targeted for Certified Firms).

5.10.5 **Other Efforts.** Outline any other efforts you will undertake to maximize business diversity on the project, such as service contracts or the acquisition of goods and services from Certified Firms to attempt to meet the aspiration goal for this Project.

5.10.6 **Workforce Equity Program.** Under its contract with PDC, the successful Proposer will be required to comply with PDC’s Workforce Equity Program; see Exhibit G of this RFP.

PDC encourages you to do one or more of the following to learn more about Certified Firms:

- If applicable, [apply](#)² to become a Certified Firm.

² <http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>

- Contact the Metropolitan Contractor Improvement Partnership (MCIP) for assistance with identifying and contacting capable and available Certified firms. MCIP can be reached at: (503) 288-1211 (phone), 503-288-5786 (fax), Chris@mcip-pdx.org (email), or www.mcip-pdx.org (website).
- Initiate and sponsor one-on-one meetings and project orientation sessions with potential Certified Firms to review Project specifications and requirements, and discuss guidelines for successful prime contractor/subcontractor partnerships.
- Find Certified Firm with the [M/W/ESB directory](#).³
- Attend an Oregon Association of Minority Entrepreneurs (“OAME”) A&E / Contractors meeting and visit [OAME’s website](#).⁴
- Attend the National Association of Minority Contractors-Oregon (NAMC-Oregon) monthly membership meeting to announce potential sub-contracting opportunities. (www.namc-oregon.org)
- Contact Patricia Weekley, PDC Equity Coordinator, by email at WeekleyP@pdc.us or phone at (503) 823-3309 to learn about resources available to assist you in identifying potential certified subcontractors or subconsultants

5.11 **Cost Proposal.** Complete and return the “Cost Proposal” form (EXHIBIT C) in a separate, sealed envelope. Estimates for salvage costs should also be included on this form. Note that requested cost figures for both the contractor’s fee and the cost of the work are estimates only. Such estimates will be submitted in separate envelopes and will not be factored into the evaluation and selection process of this RFP. Only the cost figures provided for the Pre-Construction Phase will be factored into the evaluation and selection process.

5.12 **Additional Required Submittal** (required, but not scored). In addition to any other forms and materials required above, also complete and attach the following:

- Proposer Certification (EXHIBIT D)

5.13 **General Proposal Preparation and Submission Instructions.** To facilitate evaluation of proposals, Proposers are asked to comply with the following requirements:

5.13.1 **Proposal Preparation Instructions**

- All submittal requirements listed in Sections 5.1 through 5.12 are required and all forms must be completed.
- **ALL PRICING INFORMATION (COST PROPOSAL) MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE;** for ease of handling, the envelope should conform to the packaging and labeling instructions listed in Section 5.13.4 below.
- Include a “Table of Contents” and organize your proposal in the order of the major section headings above.

³ <http://www4.cbs.state.or.us/ex/dir/omwesb/>

⁴ <http://www.oame.org/>

- Include a reference to the Solicitation Number (RFP #14-55) and the name of the prime firm submitting the proposal on every page of your proposal.
- Number all pages (other than the cover, cover letter, and attached forms).
- Any oversized drawings or graphics submitted should be reduced to an 8.5" x 11" or 11" x 17" format and included in all proposal copies

5.13.2 Form of Proposal

- Proposals must be typewritten on 8.5" x 11" white paper in no less than 11-point typeface; 11" x 17" is acceptable for graphic material.
- Proposals must be printed on paper containing 100% post-consumer waste recycled paper content.
- Proposals should NOT be submitted using materials which cannot be easily recycled (e.g. plastic covers, bindings, etc.).
- ORAL, EMAIL, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.
- PDC has not specified a page limit for proposals; however, we expect to receive proposals that are thorough but also concise and directly responsive to information requested above.

5.13.3 Copies. Submit the following documents to the Solicitation Coordinator listed in Section 1.1 of this RFP:

- One (1) unbound original proposal containing pages with original signature(s) where required, and all attachments; the original copy should be marked "ORIGINAL" on its cover.
- Seven (7) stapled color copies.
- One (1) electronic copy on CD-ROM in either Adobe Acrobat or MS Word format

5.13.4 Packaging and Labeling Instructions

- Proposals must be submitted in a sealed package or envelope.
- To ensure proper identification and handling, the proposal package and pricing information must be **clearly marked** with the following:
 - RFP Solicitation Number (**RFP #14-55**)
 - Proposer's name and address
 - Date and time proposals are due
 - Name and address of PDC's Solicitation Coordinator for this RFP
- PDC will not be liable for any lost, late, or improperly marked proposals.

6.0 EVALUATION CRITERIA AND PROCESS

This RFP is issued under the PDC emergency rules after a finding by the PDC Board that an emergency exists. The following criteria will be used in the evaluation and selection process: the financial strength of each proposer; each proposer's bonding capacity; the proposer's capacity to perform the work (workforce); the proposer's capacity to perform the work (infrastructure and equipment); the proposer's capacity to perform the work while working for others (status of backlog and other ongoing projects); the proposer's history of successful completion of prior projects on budget and on time; and the proposer's history of work on similar complicated and difficult projects. PDC will issue a more comprehensive evaluation criteria and weighting system for scoring responses (including the foregoing criteria) by amendment and/or addendum to this RFP prior to the date of the scheduled pre-proposal meeting for this RFP.

EXHIBIT A PRIME CONTRACTOR EXPERIENCE

Proposer: _____

Instructions. Complete and return this form with your proposal to detail your experience on past projects. Please print clearly or type. A Word version of this document can be downloaded under the “Centennial Mills Demolition” project folder at www.pdc.us/bids.

Four (4) contracts **MUST** be listed, but you may list up to six (6) contracts.

| ITEM | CONTRACT #1 | CONTRACT #2 |
|---------------------------|---|---|
| Project Location | | |
| Brief Description of Work | | |
| Check a box: | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction |
| Total Contract Amount: | \$ | \$ |
| Change Order Total: | \$ | \$ |
| Approx. % Complete | % | % |
| Est. Completion Date | | |
| Owner’s Name | | |
| Owner’s Contact | | |
| Contact Phone | () | () |
| Contact Email Address | | |
| ITEM | CONTRACT #3 | CONTRACT #4 |
| Project Location | | |
| Brief Description of Work | | |
| Check a box: | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction |
| Total Contract Amount: | \$ | \$ |
| Change Order Total: | \$ | \$ |
| Approx. % Complete | % | % |
| Est. Completion Date | | |
| Owner’s Name | | |
| Owner’s Contact | | |
| Contact Phone | () | () |
| Contact Email Address | | |

| ITEM | CONTRACT #5 (OPTIONAL) | | CONTRACT # 6 (OPTIONAL) | |
|--------------------------------|-------------------------------------|---------------------------------------|-------------------------------------|---------------------------------------|
| Project Location | | | | |
| Brief Description of Work | | | | |
| Check a box: | <input type="checkbox"/> Demolition | <input type="checkbox"/> Construction | <input type="checkbox"/> Demolition | <input type="checkbox"/> Construction |
| Total Contract Amount: | \$ | | \$ | |
| Change Order Total: | \$ | | \$ | |
| Approx. % Complete | % | | % | |
| Est. Completion Date | | | | |
| Owner's Name | | | | |
| Owner's Representative Contact | | | | |
| Contact Phone | () | | () | |
| Contact Email Address | | | | |

EXHIBIT B SUBCONTRACTOR EXPERIENCE

Proposer: _____

Subcontractor's Name: _____

Instructions. Complete and return this form with your proposal for **EACH** of your key (more than \$100,000 in value) **Subcontractor(s)**' experience on past projects. Please print clearly or type. A Word version of this document can be downloaded under the "Centennial Mills Demolition" project folder at www.pdc.us/bids. Two (2) contracts **MUST** be listed, but you may list up to four (4) contracts.

| ITEM | CONTRACT #1 | CONTRACT #2 |
|---------------------------|---|---|
| Project Location | | |
| Brief Description of Work | | |
| Check a box: | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction |
| Total Subcontract Price: | \$ _____ | \$ _____ |
| Change Order Total: | \$ _____ | \$ _____ |
| Approx. % Complete | _____ % | _____ % |
| Est. Completion Date | | |
| General Contractor (GC) | | |
| GC Project Mgr Contact | | |
| Contact Phone | () _____ | () _____ |
| Contact Email Address | | |
| ITEM | CONTRACT #3 | CONTRACT #4 |
| Project Location | | |
| Brief Description of Work | | |
| Check a box: | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction | <input type="checkbox"/> Demolition <input type="checkbox"/> Construction |
| Total Subcontract Price: | \$ _____ | \$ _____ |
| Change Order Total: | \$ _____ | \$ _____ |
| Approx. % Complete | _____ % | _____ % |
| Est. Completion Date | | |
| General Contractor | | |
| GC Project Mgr Contact | | |
| Contact Phone | () _____ | () _____ |
| Contact Email Address | | |

EXHIBIT C COST PROPOSAL

Instructions. Complete and return this form in a **SEALED ENVELOPE** with your proposal to propose the cost of the work. Please print clearly or type. A Word version of this document can be downloaded under the “Centennial Mills Demolition” project folder at www.pdc.us/bids.

Proposer: _____

Pre-construction Services (See Exhibit G)

| Task No. | Description | Unit | Anticipated Quantity | Unit Price | Total Price |
|----------|--|------|----------------------|------------|-------------|
| 1 | Pre-Construction Project Manager | Hour | 240 | \$ _____ | \$ _____ |
| 2 | Ongoing Demo Design Input | Hour | 80 | \$ _____ | \$ _____ |
| 3 | Equity Policy Contracting Plan | N/A | 1 | \$ _____ | \$ _____ |
| 4 | Pre-Final Design Construction Recommendations Report | N/A | 1 | \$ _____ | \$ _____ |
| 5 | Selective Demolition Plan (Phase 1) | N/A | 1 | \$ _____ | \$ _____ |
| 6 | Selective Demolition Plan (Phase 2) | N/A | 1 | \$ _____ | \$ _____ |
| 7 | Salvage Plan | N/A | 1 | \$ _____ | \$ _____ |
| 8 | Final Design Contractor Review | N/A | 1 | \$ _____ | \$ _____ |
| 9 | Early Bid Packages and Long-lead Items Report | N/A | 1 | \$ _____ | \$ _____ |
| 10 | Construction Contracting Plan | N/A | 1 | \$ _____ | \$ _____ |
| 11 | Construction Schedule | N/A | 1 | \$ _____ | \$ _____ |
| 12 | Contractor Community Affairs Support | Hour | 20 | \$ _____ | \$ _____ |
| 13 | Construction Cost Estimates | N/A | 1 | \$ _____ | \$ _____ |
| 14 | Construction Safety and Security Plan | N/A | 1 | \$ _____ | \$ _____ |
| 15 | Construction Hazardous Materials Plan | N/A | 1 | \$ _____ | \$ _____ |
| 16 | Environmental Compliance Plan (Stormwater Management and Erosion Control Plan) | N/A | 1 | \$ _____ | \$ _____ |

| Task No. | Description | Unit | Anticipated Quantity | Unit Price | Total Price |
|----------|-------------|------|----------------------|--------------------|-------------|
| | | | | Total Price | \$ _____ |

Base-Bid Demolition Work (See Attachments 1 and 2)

| Estimated Cost of the Work | Cost Estimate |
|---|---------------|
| Phase 1 (see 3.2 and specifications) | \$ |
| CM/GC Fee for Phase 1: _____% | \$ |
| General Conditions (including demobilization at conclusion of Phase 1) | \$ |
| Phase 2 (see 3.2 and specifications) | \$ |
| CM/GC Fee for Phase 2: _____% | \$ |
| General Conditions (including remobilization after conclusion of Phase 1) | \$ |
| Total Estimated Cost for Phases 1 and 2 (including CM/GC fees) | \$ |

THE REQUESTED COST FIGURES FOR BOTH THE CONTRACTOR'S FEE AND THE COST OF THE WORK ARE ESTIMATES ONLY. SUCH ESTIMATES WILL BE SUBMITTED IN SEPARATE ENVELOPES AND WILL NOT BE FACTORED INTO THE EVALUATION AND SELECTION PROCESS OF THIS RFP. ONLY THE COST FIGURES PROVIDED FOR THE PRE-CONSTRUCTION PHASE WILL BE FACTORED INTO THE EVALUATION AND SELECTION PROCESS.

| Estimated Cost of Alternatives | Lump Sum Estimate |
|---|-------------------|
| Alternative #1 (Demolition of Feed and Flower Mill) | \$ |

SALVAGE AMOUNT (ESTIMATE)

| Description | Units | Unit Price | Estimated Total |
|-------------|-------|------------|-----------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |

Proposer: _____

Signature: _____

Date: _____

Printed Name and Title: _____

EXHIBIT D PROPOSER CERTIFICATION

RFP #14-55, Selective Demolition and Salvage of Centennial Mills

The Proposer, by and through the signature of its authorized representative below, hereby acknowledges, represents, and certifies:

1. Acknowledges receipt of addenda number ____ through ____ or N/A.
2. Has read and understands, and agrees to be bound by and comply with all RFP instructions, terms and conditions, and all addenda issued for this RFP (if any).
3. Has read and understands, and agrees to be bound by and comply with all Contract Documents identified, included, or incorporated by reference into this RFP.
4. Has, or will have, the equipment, personnel, materials, facilities, and technical and financial ability to complete the Work in accordance with the Contract Documents within the specified timeframe.
5. Has prepared its proposal independently from all other Proposers, and without collusion, fraud, or other dishonesty.
6. Has not directly, or through anyone representing the Proposer, offered or given any gratuity, gift, bribe, loan, or any other financial or non-financial benefit to PDC, or any of PDC officers, agents, employees, or consultants, or engaged in any other anti-competitive practice at any time in conjunction with this RFP.
7. Has not and will not discriminate against minority, women, disadvantaged, or emerging small business in obtaining its subcontracts.
8. If found by PDC to be the apparent successful proposer, will execute the Contract within a reasonable amount of time.
9. Agrees to be bound and will comply with the Oregon Prevailing Wage laws (ORS 279C.840 *et seq.*) on this Project.
10. Is ____ or is not ____ a Resident Proposer, as defined in ORS 279A.120. If not, indicate the State of residency: _____.
11. Provides ____ or does not provide ____ health and pension benefits to all employees.
12. That the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination.

SIGNATURE BLOCK

Proposer’s Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name and Title: _____

Phone Number: _____ Email Address: _____

Proposer’s Mailing Address: _____

Proposer’s Primary Point of Contact for this RFP (if different): _____

Phone Number: _____ Email Address: _____

RFP #14-55, Selective Demolition and Salvage of Centennial Mills

- A. Background and Purpose.** PDC approved its policy on Equity (the “Policy”) on January 9, 2013. PDC’s Business Equity Program (the “Program”) is one element of the Policy. Through the Program, PDC aims to ensure that its work provides construction contracting opportunities to State of Oregon-certified Disadvantaged Business Enterprises (“DBE”), Minority-owned Businesses (“MBE”), Women-owned Businesses (“WBE”), and Emerging Small Businesses (“ESB”), collectively, “Certified Firms.” These Business Equity Program Specifications (these “Specifications”) implement the Program for the solicitation referenced above.
- B. Program Applicability and Aspirational Goal.** The Program applies to all PDC construction contracts with hard construction costs greater than \$200,000. The aspirational goal for the Contract awarded from this solicitation is noted in Section 5.10 of RFP #14-55, including the value of all alternate/additive bids. PDC expects that the aforementioned percentage of the total contract amount will be earned by Certified Firms, whether as a prime contractor, one or more subcontractors, or some combination thereof.
- C. Self-Performed Work.** To increase competitiveness and create opportunities for Certified Firms to gain experience and develop their capacity, PDC prefers that **no more than 40%** of the work is self-performed by the prime contractor.
- D. Subcontractor Outreach.** The Bidder is required to conduct and document its outreach efforts to achieve the utilization goal listed above.
1. **When to contact.** The Bidder must conduct outreach for **each category (or scope)** of work anticipated to result in a **subcontract of greater than \$2,500**. Outreach is not required for any category that the Contractor intends to self-perform.
 2. **Who to contact.** When seeking to subcontract a category (or scope) of work in excess of \$2,500, the Bidder must contact:
 - Every Certified Firm that specializes in the discipline(s) to be subcontracted that attended a pre-bid meeting for the solicitation (if one was held)
 - A minimum of five (5) Certified Firms (a minimum number is acceptable if less than five contractors are Certified); search for Certified Firms:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>
 3. **What information to provide.** The minimum information Bidders must provide to potential Certified subcontractors includes: project information, skills needed, and the date/time bids are due to the Bidder.
 4. **How to contact**
 - **First Contact:** An email, fax, or letter notifying potential Certified subcontractors of the opportunity. First contact should be made at least seven (7) business days before bids are due or within two (2) days after a pre-bid meeting (if one was held), whichever is sooner.

- **Second Contact:** A telephone call to each potential Certified subcontractor to answer questions and determine if the firm will be submitting a bid (not necessary for firms that indicated their lack of interest from the first contact).

5. **Selection Preference.** Following the results of its 2009 *Disparity Study*, PDC prefers that Bidders choose to subcontract with the following types of certified firms (in descending order): (a) MBE/WBE, (b) DBE, (c) MBE, and (d) WBE and (d) ESB firms.

E. **Optional Efforts.** All Bidders should also consider the following additional efforts:

- Advertisement of the subcontracting opportunity in a community newspaper (e.g., *The Skanner, Asian Reporter, El Hispanic News*)
- Letters or contacts with minority- or women-based organizations
- Alternative means of partnering with Certified Firms, such as through a joint venture and negotiated subcontract bids
- Purchase of construction materials from Certified Firms
- View resources on PDC's equity contracting assistance webpage, <http://www.pdc.us/developers-and-contractors/developer-contractor-programs/mwesb.aspx>

F. **Documentation to submit.** As part of its Bid, Bidder must include the following:

- **First-Tier Subcontractor Disclosure and Certified Firm Utilization.** Use this form to document the amount of work you expect to self-perform and the subcontractors you have selected for this project. Certified second-tier subcontractors can be listed on this form if the utilization goal listed above was not met. In this case, the Bidder must identify which first-tier subcontractor will hold the contract with the certified second-tier subcontractor(s).
- **Certified Firm Contact Log.** Use this form to document outreach efforts undertaken to solicit interest and bids from Certified subcontractors.
- **Certified Firm Bid Receipt.** Use this form to document the acceptance or rejection of bids received from Certified subcontractors.

All forms must be time and date stamped in sealed envelope and delivered to the same location as noted on the cover page of this RFP **no more than two (2) hours** from the date and time bids are due.

G. **Substitution, Removal, and Addition of Certified Subcontractors.** Substitution of subcontractors that were listed in the Contractor's "**First-Tier Subcontractor Disclosure**" with subcontractor(s) not previously disclosed must follow the requirements listed in ORS 279C.585. The prime Contractor is not permitted to substitute a Certified subcontractor with a non-certified subcontractor without PDC's written approval. If a first-tier Certified subcontractor must be replaced, in addition to the requirements listed in ORS 279C.585, the Contractor must attempt to subcontract the work in question to another Certified Firm with the same certification type.

EXHIBIT F. WORKFORCE EQUITY PROGRAM

See separate file.

EXHIBIT G. SCOPE OF PRE-CONSTRUCTION SERVICES

Pre-construction services shall be provided under the terms of a Professional Services Contract to be executed by the parties (see EXHIBIT I). A sample of the terms and conditions of the pre-construction services contracts is available upon request. It is understood that by responding to this RFP the contractor agrees that the unit prices proposed in EXHIBIT C, the pricing form, are firm. **PDC will not re-negotiate these unit prices regardless of any changes to the anticipated quantities.** The unit price submitted for each task order shall be inclusive of all costs and markups, including profit. PDC may determine, at its sole discretion, that scope modifications are needed for Pre-Construction Services prior to execution of the Professional Services Contract.

The anticipated scope of pre-construction services is as follows:

| Task No. | Description |
|----------|--|
| 1 | Pre-Construction Project Manager: Provide services (estimated 20 hours/week) of the proposed Project Manager beginning with “Notice to Proceed” for the entire duration of Pre-Construction Services. Anticipated scope of work will include design review, cost estimating, project coordination, public meetings, schedule preparation, and other interface-related tasks. The Project Manager will be involved with and spend time on all of the other task orders listed but will not charge their time to those task orders. All Project Manager time will be charged only to this task order and will be paid at the agreed-upon hourly rate. |
| 2 | Ongoing Demo Design Input: Consult with, advise, assist and provide recommendations to PDC and engineering team on civil and utility elements as requested by PDC. Recommendations will focus on demolition feasibility, construction staging, phasing, access, temporary facilities, and the cost and schedule implications of design decisions. Provide advice on demolition scopes to reduce/eliminate rework and facilitate a rapid, accurate, and competitive bid for the final GMP Contract. |
| 3 | Equity Policy Contracting Plan: Work with PDC to finalize and submit a contracting plan that maximizes opportunities for Certified Firms – especially disadvantaged business (DBE), minority-owned businesses (MBE), and women-owned businesses (WBE) – in accordance with PDC’s Equity Policy program. Develop final proposed management plan to oversee equity policy implementation and to ensure consideration of Certified Firms during change management activities. Work with PDC to finalize a plan in accordance with PDC’s workforce training and hiring program requirements (see EXHIBIT F). Develop and submit proposed management plan to implement Workforce Training program. |
| 4 | Pre-Final Design Construction Recommendations Report: Within 20 days of Notice to Proceed, develop and submit a written report listing cost saving and enhanced constructability recommendations based on the Preliminary Engineering documents in ATTACHMENTS and supplemental materials provided by PDC. Include rationale for recommendations, projected potential cost savings, and list any tradeoffs. |
| 5 | Selective Demolition Plan (Phase 1): Submit a preliminary (at 60%) and final “Selective Demolition Plan” to PDC. The preliminary plan will be reviewed and used to establish the final plan, which should be completed 30 days prior to field mobilization for selective demolition. In the plan, address communication of construction information to PDC, specifically PDC Public Affairs, for dissemination to the public, use of owner-furnished and/or |

| Task No. | Description |
|----------|--|
| | procurement of alternative or additional staging sites, proposed construction phasing, staging, sequencing of work, duration of work within work zones, typical hours of work, areas and variances required where work outside of typical hours is anticipated including number of shifts and weekends, field office needs, contractor parking requirements during demolition, approaches to limiting contractor parking demand, use of public roadways and plans for storage of construction equipment, rail piles, job trailers, portable toilets, etc., work and staging site security provisions including prompt graffiti removal, coordination of work with public including utility disruptions, protection of private and public properties, dust control measures, dirt/debris control measures, stormwater drainage management, erosion control measures, construction zone pedestrian and vehicular traffic management including signage, construction, noise and vibration control measures and monitoring if required, typical work hours, temporary road closures or detours and duration/permits required, emergency vehicle provisions, maintenance of access to all properties and rail crossings, public safety protections, and construction restrictions during special events and/or moratoriums. |
| 6 | Selective Demolition Plan (Phase 2): Same scope of work as Task #5, with specific considerations for in-water work. |
| 7 | Salvage Plan: Prepare, submit, and revise if necessary a Salvage Plan that identifies potential sustainability opportunities in the demolition of the project. This plan shall provide an evaluation of these opportunities with schedule impacts, permit requirements, and cost estimates of potential changes from baseline estimates. Key areas of the plan shall include: 1) Material Staging and Transportation, 2) Material Sales Plan, 3) Material Sales Value Credit Structure, and 4) a report that identifies materials that may be cost-effectively recycled, salvaged, and reused during and after demolition. |
| 8 | Final Design Contractor Review: Perform a review of final demo documents and specifications, identify revisions to improve clarity for implementation of the subcontracting plan, bidding, and propose revisions that reduce construction costs as necessary to meet budget. |
| 9 | Early Bid Packages and Long-lead Items Report: Advise on schedule and scope and perform a review of final design documents and specifications for bid packages based on a schedule that meets project milestones, identify any and all long-lead items that should be procured prior to completion of demo documents so that the milestone schedule can be met and/or delay risk minimized by adding to project schedule float. |
| 10 | Construction Contracting Plan: Work with PDC to finalize and submit a contracting plan for accomplishment of all construction. Furnish a Guaranteed Maximum Price (“GMP”) in accordance with the CM/GC Agreement for the Owner’s review and approval. It is also possible that a partial Early Work amendment will be authorized to authorize CM/GC to commence with limited construction work in advance of approval of the GMP or completion of the construction phase documents. Recommend packaging of the work to facilitate competitive bidding and award of trade contracts. Recommend which work, if any, should be procured through best value selection, in lieu of low bid. Identify work which the general contractor proposes to self-perform, and how competitive pricing will be accomplished for that work. Coordinate this product with Certified Firm utilization products and objectives and |

| Task No. | Description |
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| | local resources use. Ensure the plan includes provisions for the collection and documentation of lien waivers from all subcontractors and material suppliers. Provide input to the Owner and the design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic and weather-related conditions. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, weather, over-water time restrictions for removal of deep water piling systems, improving or accelerating construction completion milestones, minimizing trade jurisdictional disputes, and related issues. |
| 11 | Construction Schedule: Prepare and submit a detailed, baseline, CPM schedule for PDC approval. The schedule shall be used for schedule management and shall be updated monthly to be consistent with progress payments during construction. Continuously monitor and update the Project schedule and recommend adjustments in the design documents of construction bid packaging to ensure completion of the Project in the most expeditious manner possible. Time is of the essence on this project. |
| 12 | Contractor Community Affairs Support: Attend public meetings, as requested by PDC, to assist in information sharing with affected public stakeholders and, if applicable, to assist in resolution of project construction-related issues. |
| 13 | Construction Cost Estimates: Prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work. Notify the Owner and design team immediately if their construction cost estimates appear to be exceeding the construction budget or the GMP. If PDC's preliminary construction cost estimate is exceeded, identify feasible cost reduction options, including projected cost savings offset with any additional design costs, to bring construction costs within PDC's budget. Prepare and submit to PDC construction cost estimates of the final demolition documents. |
| 14 | Construction Safety and Security Plan: Prepare and submit a safety plan for use during demolition. Develop the plan to ensure the work will be completed in accordance with PDC's safety certification process including ensuring the complete certification of all certifiable items by turnover to PDC. Ensure one focus of the plan is on known and suspected hazards, including but not limited to potential to encounter hazardous materials by cross reference with the plan under task 15 below. |
| 15 | Construction Hazardous Materials Plan: Prepare and submit a plan to handle unanticipated hazardous materials that may be encountered during demolition. Review remediation plans including Phase 1 and Phase 2, and identify cost implications. |
| 16 | Environmental Compliance Plan, including Construction Stormwater Management and Erosion Control Plan: Prepare and submit a plan to ensure environmental compliance, including a plan to manage stormwater runoff and control erosion during construction in accordance with the criteria of the applicable jurisdiction(s). |

EXHIBIT H. PAYMENT BOND FORM

Bond Number: _____

Amount: _____

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned,

_____ as Principal and
_____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto the Portland Development Commission as Oblige, for the use and benefit of all persons or entities that provide labor, materials, equipment or supplies for use under the Contract described below, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has entered into a Contract (Number ___) dated _____, 20__ with Oblige for a project known as _____, which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall promptly make payment to all persons or entities that provide labor, material, equipment or supplies for use under said Contract and any extensions thereof, including but not limited to any warranty period required under said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In any event, this obligation shall remain in full force and effect until the expiration of any and all statutes of limitation or repose applicable to claims against Principal arising out of said Contract.

Principal and Surety hereby jointly and severally agree that any person or entity that provides labor, material, equipment or supplies for use under said Contract and that has not been paid in full within 120 days after the last date on which labor, material, equipment or supplies were supplied may sue on this bond for the use of such person or entity, prosecute the suit to final judgment for such sums as may be justly due and owing claimant, and have execution thereon. Oblige shall not be liable for the payment of any damages, costs or expenses (including attorney fees) awarded in any such suit.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said Contract and no forbearance on the part of Oblige shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Oblige and judgment or award is entered in Oblige's favor, Surety shall pay all of Oblige's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees and costs incurred pre-trial/arbitration, during trial/arbitration, upon any appeal and/or petition for review, and in any collection efforts and proceedings.

Except as expressly provided above, no right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee or its heirs, executors, administrators or successors.

Executed this _____ day of _____, 20__.

PRINCIPAL

Title

Address

SURETY

Title

Address

Phone

COUNTERSIGNED:

Resident Agent

Address

EXHIBIT I. PERFORMANCE BOND FORM

Bond Number: _____

Amount: _____

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned, _____ as Principal and _____ as Surety, a corporation organized and existing under the laws of the state of _____, are held and bound unto the Portland Development Commission as Oblige, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS Principal has entered into a Contract (Number _____) dated _____, 20__ with Oblige for a project known as _____, which Contract is made a part hereof as if fully incorporated herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if Principal shall faithfully, punctually and completely perform and abide with the covenants, terms, conditions and provisions of said Contract and any extensions thereof in all respects and within the time prescribed therein, including, but not limited to, the terms of any warranty and guarantee required under the said Contract; shall pay all laborers, mechanics, subcontractors, material and equipment suppliers and all persons supplying to Principal or its subcontractors and suppliers at any tier labor, materials, supplies or equipment for the prosecution of the work or any part thereof; shall fully defend, indemnify and hold Oblige harmless from all cost and damage that Oblige may suffer by reason of Principal's failure to do so; and shall in all respects perform said Contract according to applicable law, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

In any event, this obligation shall remain in full force and effect until the expiration of any and all statutes of limitation or repose applicable to claims against Principal arising out of said Contract.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said Contract and no forbearance on the part of Oblige shall operate to relieve Surety from liability on this bond, and Surety hereby consents to any such changes, extensions, additions and alterations without further notice to or consent by Surety.

In the event arbitration, litigation or any other proceeding is brought upon this bond by Oblige and judgment or award is entered in Oblige's favor, Surety shall pay all of Oblige's costs incurred in such arbitration, litigation or other proceeding, including any attorney and expert witness fees and costs incurred pre-trial/arbitration, during trial/arbitration, upon any appeal and/or petition for review, and in any collection efforts and proceedings.

In the event there is an arbitration clause in said Contract, Surety agrees to participate in and to be bound by any such arbitration to the same extent Principal is bound.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee or its heirs, executors, administrators or successors.

Executed this _____ day of _____, 20__.

PRINCIPAL

Title

Address

SURETY

Title

Address

Phone

COUNTERSIGNED:

Resident Agent

Address

Phone

EXHIBIT J. GENERAL AND SUPPLEMENTAL CONDITIONS

See separate file.

ATTACHMENT 1 DRAWINGS

See separate file.

See separate file.

ATTACHMENT 3 HAZARDOUS BUILDING MATERIAL AND EXISTING ENVIRONMENTAL CONDITIONS DOCUMENTATION

See separate file.