

*REDMOND MUNICIPAL AIRPORT – CITY OF REDMOND*

# **REQUEST FOR PROPOSALS CM/GC SERVICES**

Redmond Municipal Airport  
Terminal Building Expansion Project  
City Project No. AP2205



**Proposal Due:** March 3, 2023 at 3:00 PM (PST)

**Deliver to:**

City of Redmond

411 SW 9<sup>th</sup> Street

Redmond, Oregon 97756

Attention: Kelly Morse, City Recorder

**REDMOND MUNICIPAL AIRPORT – CITY OF REDMOND, OREGON**  
**REQUEST FOR PROPOSALS**  
**Construction Manager/General Contractor Services**  
**Airport Terminal Building Expansion Project**  
**Project Number: AP2205**

**Proposal Submittal Date: March 3, 2023**

**Notice of Request for Proposals**

Notice is hereby given that the City of Redmond (“City”) is soliciting proposals from qualified firms or contractors (“Proposer(s)”) to provide certain construction manager/general contractor (“CM/GC”) services for the Redmond Municipal Airport (“RDM”) terminal building expansion project (the “Project”). The Project includes a major building expansion of RDM’s commercial service passenger terminal building.

**Request for Proposals.**

The request for proposals and associated documents (collectively, the “RFP”) are available at [www.ciplist.com](http://www.ciplist.com). To obtain a copy of the RFP, Proposers must go to [www.ciplist.com](http://www.ciplist.com) and sign-up (free of charge) by going to the member login page, then choosing Oregon, Deschutes County, City of Redmond. Printed copies of the RFP are not available. The RFP will have links to additional supplemental information for use by Proposers. Project plans and specifications may be reviewed online at [ciplist.com](http://ciplist.com), [flyrdm.com/?RDM-Terminal-Expansion-Project](http://flyrdm.com/?RDM-Terminal-Expansion-Project), or at RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756.

Sealed proposals must be received by City Recorder Kelly Morse at 411 SW 9<sup>th</sup> Street, Redmond, Oregon 97756 no later than 3:00 p.m. Pacific Time on March 3, 2023 (the “Closing”), at which time and place submitted proposals will be opened and the names of the Proposers read. No proposal will be accepted after the Closing. Each proposal must be submitted in a sealed envelope and must include two original signed hard copies and ten (10) thumb drives (with all required documentation). Proposers must label each thumb drive to identify the respective Proposer. The sealed envelope must be labeled **Redmond Municipal Airport – CM/GC Proposal for Terminal Building Expansion Project – AP2205**. Protests of the RFP must be received no later than 3:00 p.m. Pacific Time on February 13, 2023. Any technical questions and/or requests for clarification or change must be received no later than 3:00 p.m. Pacific Time on February 20, 2023.

**Mandatory Pre-Proposal Meeting; Site Visit.**

City will hold a mandatory pre-proposal meeting on February 15, 2023 at 2:00 p.m. Pacific Time, RDM’s SRE Operations Building, 1300 SE USFS Drive, Redmond, Oregon 97756. Each Proposer must attend the meeting. An optional site visit will immediately follow the meeting.

**Compliance with State and Federal Law and Regulations.**

The selected Proposer must comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C) and OAR chapter 137, divisions 46, 47, 48 and 49, as amended, in performance of the work

subject to the RFP.

The RFP is issued with the intent to contract for an eventual public works project subject to ORS 279C.800 to 279C.870 and/or the Davis-Bacon Act (40 U.S.C. 3141 et seq.). The Project will be funded with federal and state financial assistance. Contractors at every tier must comply with all applicable federal, state, and local laws, rules, regulations, and codes. City does not discriminate based on handicapped status in the admission or access to, or treatment or employment in, its programs or activities.

City has established an overall DBE goal for FY2023 of 2.71%, which includes both race neutral (.08%) and race conscious (2.63%) DBE goals. The selected Proposer must provide at least the minimum race conscious DBE goal percentage and encourage DBE participation to meet the DBE goal or perform and provide adequate good faith effort procedures in accordance with FAA DBE compliance procedures. New DBE goals will be developed for contracts in FY 2024, 2025, etc. The selected Proposer will not discriminate on the basis of race, color, national origin, or sex in the performance of any contract executed pursuant to this RFP. The Proposer must carry out all applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation assisted contracts.

**Signed: /s/ Kelly Morse**  
City Recorder

Publish: Bend Bulletin:

First Publication:	January 29, 2023
Second Publication:	February 5, 2023

Daily Journal of Commerce:

First Publication:	January 30, 2023
Second Publication:	February 6, 2023

**CITY OF REDMOND, OREGON  
REQUEST FOR PROPOSALS  
Construction Manager/General Contractor (CM/GC) Services  
Airport Terminal Building Expansion Project  
Project Number: AP2205  
Proposal Submittal Date: March 3, 2023**

This Request for Proposals (“RFP”) consists of the following sections:

- A. Background; Project Overview; Budget.
- B. Conditions of Work.
- C. Proposal Documents.
- D. Anticipated Solicitation Schedule.
- E. Proposal Submission Requirements – Instructions to Proposers.
- F. Proposal Content Requirements – Step 1 – Instructions to Proposers.
- G. Interviews; Price Proposals; DBE Compliance Packet – Step 2 – Instructions to Proposers.
- H. Evaluation Criteria.
- I. Evaluation and Selection Procedures.
- J. Requests for Change; Protests; Addenda – Instructions to Proposers.
- K. Additional Instructions, Requirements, and Information.
- L. Federal Solicitation Requirements and Instructions.

This RFP consists of the following documents:

Request for Proposals (this document)  
Attachment 1 – Statement of Assurances (attached)  
Attachment 2 – Health and Safety Qualifications Statement (attached)  
Attachment 3 – Project Financial Questionnaire (attached)  
Attachment 4 – Price Proposal Form (attached)  
Attachment 5 – Draft Preconstruction Phase Services Scope of Work (attached)  
Attachment 6 – Draft CM/GC Contract (attached)  
Attachment 7 – DBE Compliance Packet (attached)

**The following documents are available via the following link.**

[RDM CM/GC RFP Supplement Documents](#)

Redmond Municipal Airport Terminal Area Concept Plan (see link)  
Supplemental Preliminary Design Package (“SPDP”) (see link)  
2008 Terminal Expansion As-Built documents (see link)

## A. Background; Project Overview; Budget.

1. **General Background.** City of Redmond (“City”) requests proposals (“Proposal(s)”) from qualified firms or contractors to provide certain construction manager/general contractor (“CM/GC”) services for the Redmond Municipal Airport (“RDM”) terminal building expansion project (the “Project”). The Project includes a major building expansion of RDM’s commercial service passenger terminal building.

The Project will be funded with a combination of Federal Aviation Administration (“FAA”) Airport Improvement Program (“AIP”) funds, Passenger Facility Charge (“PFC”) funds, Bipartisan Infrastructure Law (“BIL”) funds, Transportation Security Administration (“TSA”) funds, and state and local funding. The selected firm or contractor (“Contractor”) will be required to comply with all applicable laws and regulations concerning known or potential Project funding sources.

Recent growth in and around the Central Oregon area has resulted in significant increased aircraft passenger traffic exceeding passenger forecast levels as described in RDM’s 2018 Airport Master Plan Study. In 2019, RDM had 482,767 enplanements, which was a level not anticipated until 2024. Coming out of the COVID-19 pandemic, RDM has recovered faster than the national average and has already exceeded 2019 enplanements.

Since the last terminal building expansion in 2008, passenger use has increased 103%. In response to the increased demand, City recognized the need to expand the current terminal building to accommodate capacity demands, improve ADA accessibility, increase energy efficiency, allow for LEED (or similar) certification, maximize operational efficiency, and enhance the passenger experience.

Starting on November 9, 2020, City contracted with an airport architectural/engineering design team to prepare a Terminal Area Concept Plan (“TACP”). The TACP is not the final Project design, rather this planning document evaluated and updated the forecasted passenger growth from the 2018 Redmond Airport Master Plan Study, assessed existing conditions, and developed preliminary alternatives for the terminal building expansion. The study further evaluated a preferred concept by developing proposed construction phasing and development of an ROM cost estimate.

On September 9, 2022, City contracted with RS&H, Inc., an aviation architectural/engineering design team, to perform schematic design using the TACP as the starting point. RS&H, Inc. will work in collaboration with Project stakeholders as a part of the design process to determine specific Project requirements and design features.

Due to current available funding, the Project’s target budget was reduced from the budget stated in the TACP. To account for the reduced target budget, the design team has assembled a Supplemental Preliminary Design Package (“SPDP”), which illustrates a reduced scope that will be the starting point for Contractor involvement.

In December 2021, an environmental evaluation of the proposed preferred alternative was prepared and submitted to the FAA. On December 8, 2021, the FAA approved and signed a Categorical Exclusion (“CatEx”) document.

2. **CM/GC Procurement Method.** In accordance with ORS 279C.335(2), City’s council, acting as City’s local contract review board, approved the use of the CM/GC contracting method on October 25, 2022. CM/GC firms or contractors with previous general contracting and construction management experience on projects similar to the Project using CM/GC delivery are encouraged to submit a Proposal.

The contract for CM/GC services will consist of two Phases:

- a. **Phase 1** will consist of preconstruction services for schematic design of the estimated \$90,000,000 Project (all construction, soft costs, and contingencies) as described in the SPDP. The first action under this phase will include the development of cost and phasing estimates for the Project as described in the SPDP. Subsequent services that the Contractor will provide during preconstruction will include continual value engineering (“VE”), constructability analyses, updates to phasing and cost models, estimating, and development of a Guaranteed Maximum Price (“GMP”) at approximately 90% completion of the Construction Documents (as defined in Attachment 6, Exhibit A, General Conditions, Section A.1 “Definition of Terms” to the CM/GC Contract) for each package described in the CM/GC Construction Contract (including all exhibits incorporated therein) (Attachment 6) (the “CM/GC Contract”). If City approves and accepts the GMP, then Phase 2, the construction phase, will be implemented. Failure to negotiate an acceptable GMP and satisfy applicable disadvantaged business enterprise (“DBE”) requirements within the time provided in the CM/GC Contract may result in termination of the CM/GC Contract.
  - b. **Phase 2** will consist of construction services. The Contractor becomes the single point of responsibility for performance of Project construction and will publicly bid all subcontracts. It is anticipated that the Contractor will develop and execute multiple bid packages (as shown in subsection A(5) below) including early work or equipment procurement prior to the completion of the Phase 1 work. The Contractor will be responsible for securing all necessary permits.
3. **Project Description and Background.** RDM’s existing airport terminal building is approximately 128,000 square feet, consisting of a basement, main level, and upper level. As justified in the TACP, it is anticipated that the Project may increase the overall terminal building area to approximately 260,000 square feet.

The SDPD proposes a reduced footprint of approximately 230,000 square feet. The primary elements of SPDP include (refer to the SPDP for greater detail):

Basement level:

- Expand baggage screening area.
- Provide a new baggage drop from ticketing.
- Provide additional offices and storage space.
- Directly connect new baggage screening area with the existing screening area.

Main level:

- Enlarge airline ticketing area.
- Provide a second bag drop from ticketing to new basement screening area.
- Provide additional Air Traffic Organization (“ATO”) space with the potential for some reconfiguration of existing ATO space.
- Alternatives to consider:
  - Option A1 – keep Central Utility Area (“CUA”) intact and build additional ticketing and support spaces around it. CUA is immediately adjacent to ticketing and houses mechanical, electrical and IT spaces with chillers on the roof.
  - Option A2 – relocate CUA contents to the roof of the new ticketing structure, thus minimizing the size of the needed expansion. Rebuild the current CUA space into usable ticketing and circulation space.
- Enlarge/improve baggage make-up area.
- Enlarge/improve baggage claim area.
- Provide a new baggage drop off area.
- Install new building entry/access doors.
- Adjustments to the main-level boarding area.
- New vertical circulation to upper level.
- Provide curbside improvements.

Upper level:

- New mechanical/electrical/IT spaces on the roof of the ticketing expansion.
- New boarding contact positions for aircraft gates using passenger boarding bridges (up to 8 positions).
- New departure lounges (up to 8).
- Circulation, restrooms, mother’s rooms, pet relief, storage, utility spaces, etc.
- New concession shell spaces.
- Tie-in to the existing upper level.
- New vertical circulation.
- Alternatives to consider:
  - Option B1 – all construction to occur outside of the perimeter walls of the existing baggage make-up facility (west of grid line 11 and south of grid line B).
  - Option B2 – construct over the entirety of the baggage make-up area. Requires construction in and around both baggage make-up and baggage screening, thus requiring substantial phasing.

Exterior:

- Curbside modifications, improved signage, and exterior canopy along building frontage.
- Covered baggage drop off area to the east.

The Project is anticipated to be executed in multiple construction packages to make use of available funding and expedite the construction schedule. It is anticipated that there will be multiple primary packages. Packages may need to be adjusted to accommodate the availability of funding and impacts to the continual operation of RDM during construction.

Anticipated packages include, but may not be limited to, the following:

1. Early equipment procurement. To maximize the available funding, this package will need to be bid and ready to implement by the start of July 2023. Equipment that may be part of this package includes elevators, escalators, passenger boarding bridges, and fixed walkways.
2. Sitework and foundations.
3. Structure, envelope, and MEPF.
4. Interiors and finishes.

The Project includes, without limitation, various civil, mechanical, plumbing, fire protection, electrical, instrumentation/control, and structural systems that must all integrate and work well together. Additional factors to consider include, without limitation, performing the Work (as defined in [Attachment 6](#), Exhibit A, General Conditions, Section A.1 “Definition of Terms” to the CM/GC Contract) while maintaining airport operations and business at full capacity, developing a schedule necessary to meet the pressing need for additional terminal building capacity, and developing a work plan and GMP packaging to efficiently deliver the Project.

The Project also requires close coordination and engagement with various stakeholders, including, without limitation, the following: airlines, aircraft ground handlers, rental car companies, concessions, RDM staff, operations and facilities management, City’s IT Department, TSA, FAA, and vendors.

The terminal building expansion preliminary design is currently in progress. The following is the estimated overall design schedule. The Contractor may opt to recommend additional packages beyond those listed below.

- Preliminary design completion – May 2023
- Early equipment procurement package completion – September 2023
- Schematic design completion – October 2023
- Design development completion – February 2024
- Construction documents completion – July 2024
- Possible GMP Packages
  - Early procurement – March 2024



- Sitework and foundation package completion – March 2024
- Structure, envelope and MEPF package completion – May 2024
- Interiors and finishes package completion – July 2024

4. **Project Budget.** As described above, various improvement packages will be developed. From the TACP, the estimated ROM program budget (construction, soft costs, contingencies, etc.) was \$203,000,000. Currently, City does not have all funds secured. Thus, the SPDP was prepared as a starting point for Contractor selection and involvement. The target program budget (construction cost, soft costs, contingencies, all costs as listed in (Attachment 6) – CM/GC Contract, Sections 8 and 9, and all City costs as indicated in (Attachment 6) – CM/GC Contract, Exhibit E, General Conditions Cost of Work Matrix) for the work described in the SPDP is \$90,000,000. Project components, construction cost estimates, and budgets are subject to change at City’s sole discretion.

[the remainder of this page intentionally left blank]

5. **Project Schedule:** The following is a preliminary schedule of design and construction activities. Construction packages and schedules will be finalized with the approved GMP. Following City’s acceptance of the GMP, a City approved change order is required to modify completion dates.

Project Component	Start	End
<b>Concept - Schematic Design</b>	<b>10/03/22</b>	<b>10/13/23</b>
Existing Conditions	10/03/22	02/06/23
Preliminary Design	10/03/22	05/26/23
CM/GC Solicitation	10/07/22	04/28/23
Schematic Design	05/15/23	10/13/23
<b>CM/GC Preconstruction Involvement</b>	<b>04/28/23</b>	<b>10/13/23</b>
Preconstruction services	04/28/23	10/13/23
Early equipment procurement	07/01/23	09/30/23
<b>DD-CDs</b>	<b>10/14/23</b>	<b>07/19/24</b>
Design Development	10/14/23	02/09/24
Construction Documents	02/10/24	07/19/24
Possible GMP Packages		
Early Procurement	12/04/23	03/08/24
Sitework & Foundations	12/04/23	03/08/24
Structure, Envelope & MEPF	02/09/24	05/17/24
Interiors and Finishes	04/19/24	07/19/24
<b>Construction &amp; Procurement</b>	<b>09/30/23</b>	<b>10/31/25</b>
Early equipment procurement	09/30/23	12/01/23
Sitework & Foundations - GMP/Bidding & Procurement	03/09/24	06/07/24
Sitework & Foundations - Construction	06/08/24	11/05/24
Structure, Envelope & MEPF - GMP/Bidding & Procurement	05/18/24	10/15/24
Structure & Envelope - Construction Dry-In	11/05/24	10/31/25
MEPF - Construction	02/03/25	03/30/26
Interiors & Finishes - GMP/Bidding & Procurement	07/20/24	10/18/24
Interiors & Finishes - Construction	11/01/25	03/31/26

**B. Conditions of Work.**

1. Each firm or contractor responding to this RFP (“Proposer(s)”) must know and understand conditions relating to execution of the Work and be thoroughly familiar with this RFP, including all attachments hereto, all addenda to the RFP, the TACP, SPDP, and the 2008 Terminal Expansion As-Built documents (collectively, the “Proposal Documents”) and all “Contract Documents” as that term is described in the CM/GC Contract, Section 2.1 ([Attachment 6](#)). Failure to do so will not relieve the selected Proposer of its obligation to enter into a contract and complete the Work in strict

accordance with the GM/GC Contract.

2. Before submitting a Proposal, each Proposer should have a clear understanding of the conditions under which the Work must be completed. By submitting a Proposal, the Proposer represents and warrants that the Proposer had an opportunity to compare the Project site with the Proposal Documents and is satisfied with the conditions of the site, existing construction, subsurface conditions, the actual elevations, and all other conditions affecting performance of the Work.
3. Each Proposer must know and understand all federal, state, and local laws, rules, regulations, and/or ordinances applicable to the Work, employment of labor, protection of public health, access to the Work, and all other requirements related to the Project.
4. Proposers are responsible for reviewing the following reference documents prior to submitting a Proposal:
  - a. TACP (see link on page 3).
  - b. SPDP (see link on page 3).
  - c. 2008 Terminal Expansion As-Built documents (see link on page 3).
  - d. CM/GC Contract (attached as Attachment 6).

## **C. Proposal Documents.**

1. All requirements and obligations of the Proposal Documents are hereby incorporated by reference into the CM/GC Contract and are binding on the successful Proposer upon award of the CM/GC Contract. Each Proposer assumes full responsibility for errors, omissions, and/or misinterpretations resulting from use of incomplete sets of Proposal Documents. The Proposal Documents are provided to Proposers only for the purpose of City obtaining Proposals from Proposers. City's provision of the Proposal Documents does not confer a license or grant for any other use.
2. Proposal Documents may be viewed or printed online from <https://www.ciplist.com/http://www.flyrdm.com/?RDM-Terminal-Expansion-Project>. City will make addenda to this RFP available at <https://www.ciplist.com/> and <http://www.flyrdm.com/?RDM-Terminal-Expansion-Project>. Each Proposer must register with [ciplist.com](https://www.ciplist.com/) as a document holder to receive addenda posted on that website. Proposers are responsible for checking both websites for issuance of any addenda prior to submitting a Proposal and prior to Closing (defined below). If a Proposer does not register with [ciplist.com](https://www.ciplist.com/), the Proposer will still be held responsible for all addenda/changes to the Proposal Documents and a Proposal may be considered non-responsive if it does not reflect all addenda/changes.
3. Unless defined elsewhere in this RFP, capitalized terms contained herein have the

meanings assigned to them in (Attachment 6), Exhibit A, General Conditions, Section A.1 “Definition of Terms” to the CM/GC Contract.

4. Questions concerning this RFP may be directed to Fred LeLacheur, PE, Engineering and Construction Manager, Redmond Municipal Airport via email at: [Fred.lelacheur@flyrdm.com](mailto:Fred.lelacheur@flyrdm.com).
5. Project plans and specifications may be reviewed online at <https://www.ciplist.com/>, <http://www.flyrdm.com/?RDM-Terminal-Expansion-Project>, or at RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756.

#### **D. Anticipated Solicitation Schedule.**

City anticipates the following general solicitation schedule for this RFP. The anticipated dates are approximate and subject to change in City’s sole discretion.

<b>Exemption and Proposal Phase</b>	<b>ACTION DATES</b>
CM/GC Exemption Approved by City Council	October 25, 2022
RFP Issued	January 30, 2023
Deadline to Protest Request for Proposals	February 13, 2023 @ 3:00 PM (PST)
Mandatory Pre-submittal Meeting and Site Visit	February 15, 2023 @ 2:00 PM (PST)
Deadline for Submitting Proposer Questions and/or Requests for Clarification or Change	February 20, 2023 @ 3:00 PM (PST)
Final Addenda and Response to Proposer Questions, Requests for Clarification, and/or Requests for Change	February 24, 2023 @ 3:00 PM (PST)
Deadline for Proposal Submission (Closing) and Opening of Proposals	March 3, 2023 @ 3:00 PM (PST)
Evaluation and Initial Scoring of Proposals Complete	March 10, 2023
Invitation to Short-listed Proposers to Interview with City and Notice of Competitive Range.	March 13, 2023
Deadline to Protest Exclusion from Competitive Range	March 20, 2023 @ 3:00 PM (PST)
Deadline to Submit Price Proposals and DBE Compliance Packet (short-listed Proposers only)	March 23, 2023
Proposer Interviews and Final Scoring (short-listed Proposers only)	March 27, 2023
Notice of Intent to Award	March 29, 2023
Deadline to Request Unselected Proposer Meeting	March 30, 2023 @ 3:00 PM (PST)
Meetings Requested by Unselected Proposers	April 3, 2023
Deadline to Protest Intent to Award	April 5, 2023 @ 3:00 PM (PST)
Preconstruction Services Contract and City Council Packet Complete	April 11, 2023
City Council Approval of Preconstruction Services Contract	April 25, 2023
Notice to Proceed with Preconstruction Services Contract	April 28, 2023

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## E. Proposal Submission Requirements – Instructions to Proposers.

1. **Mandatory Pre-Proposal Meeting; Site Visit.** City will hold a mandatory pre-proposal meeting on February 15, 2023, at 2:00 p.m. (PST), RDM’s SRE Operations Building, 1300 SE USFS Drive, Redmond, Oregon 97756. Each Proposer must attend the meeting. An optional site visit will follow the meeting. Statements made by City representatives at the pre-proposal meeting are not binding upon City unless confirmed by written addendum.
2. **Deadline.** Sealed proposals must be received by City Recorder Kelly Morse at 411 SW 9th Street, Redmond, Oregon 97756 no later than 3:00 p.m. (PST) on March 3, 2023 (the “Closing”), at which time and place submitted proposals will be opened and the names of the Proposers read. No Proposal will be accepted after the Closing. Each Proposal must be submitted in a sealed envelope and must include two original signed hard copies and 10 thumb drives (with all required documentation). Proposers must label each thumb drive to identify the respective Proposer. The sealed envelope must be labeled “Redmond Municipal Airport – CM/GC Proposal for Terminal Building Expansion Project – AP2205.” Protests of the RFP must be received no later than 3:00 p.m. (PST) on February 13, 2023. Any technical questions and/or requests for clarification or change must be received no later than 3:00 p.m. (PST) on February 20, 2023.

Each Proposer is responsible for ensuring that City receives the Proposer’s Proposal at the required delivery location prior to Closing. Misdelayed, late, faxed, telephone, and/or electronically transmitted submittals will be considered nonresponsive. Proposals received after the Closing will not be considered.

Short-listed Proposers must submit a Price Proposal (Attachment 4) and a completed DBE Compliance Packet (Attachment 7) to City Recorder Kelly Morse at 411 SW 9th Street, Redmond, Oregon 97756 no later than 3:00 p.m. (PST) on March 23, 2023. Each Price Proposal and completed DBE Compliance Packet must be submitted in a sealed envelope including two original signed hard copies and 10 thumb drives (with all required documentation). Proposers must label each thumb drive to identify the respective Proposer. The sealed envelope must be labeled “Redmond Municipal Airport – CM/GC Price Proposal/DBE Compliance Packet for Terminal Building Expansion Project AP2205.”

3. **Receipt, Opening, and Recording of Proposals and Price Proposals/DBE Compliance Packet.** City will electronically or mechanically timestamp or hand-mark each Proposal and Price Proposal/DBE Compliance Packet upon receipt. City’s official Proposal/Price Proposal/DBE Compliance Packet time clock is located at Redmond City Hall, 411 SW 9th Street, Redmond, Oregon 97756. If a Proposal or Price Proposal/DBE Compliance Packet is too large to be time stamped, a separate piece of paper will be time stamped and attached to the Proposal or the envelope will be marked by hand with the date and time received. City will not be responsible for the premature opening or failure to open a Proposal or Price Proposal/DBE Compliance Packet that is not properly addressed and/or identified. Proposals and Price Proposals/DBE Compliance Packets will be

opened and recorded. Subject to applicable law, the contents of any Proposal and Price Proposal/DBE Compliance Packet will not be disclosed to the public until all Proposals and Price Proposals/DBE Compliance Packets have been evaluated, a Notice of Intent to Award (“NOI”) is issued, and negotiations are completed if required.

- 4. Proposal Format.** Please submit written Proposals in compliance with the following:
- a.** Each Proposal must not exceed 30 pages (not including appendices or the completed Project Financial Questionnaire). If the Proposal exceeds 30 pages, only the first 30 pages will be reviewed by the selection committee.
  - b.** Each Proposer must number the pages of each section in consecutive order. Each 8 ½” x 11” side of a page will be counted as one page. Each side of an 11”x 17” page will be counted as two pages.
  - c.** Dividers and tabs will not count in the page count unless they are used to provide Proposal content.
  - d.** Proposal text must be legible. Size 11 font typeface is preferred.
  - e.** The Proposal cover sheet must identify, without limitation, the Project name, Project number, and Proposer’s name. The exterior of the container (envelope or package) containing the Proposal must state the Proposer’s name and Project name.
  - f.** The Project Financial Questionnaire ([Attachment 3](#)) must be submitted in a separate envelope along with a copy of the Proposer’s latest balance sheet, income statement, statement of retained earnings, cash flow statement and supporting schedules and notes (the “Financial Statements”) as audited or reviewed for Proposer’s last fiscal year and prepared in accordance with the standards of the American Institute of Certified Public Accountants. The Project Financial Questionnaire and Financial Statements are not included in the Proposal page count.
  - g.** Each Proposal must be signed by an official of the company, organization, or joint venture, as applicable, authorized to bind the Proposer.
- 5. Modifications or Withdrawal of Proposal.** Proposals may be withdrawn prior to Closing either in person (with proper identification and evidence of authorization to act on behalf of the Proposer) or written notice by the Proposer’s authorized representative (on the Proposer’s letterhead stating the Proposer’s name and contact information). Withdrawal of a Proposal does not disqualify a Proposer from submitting another Proposal prior to Closing. Subject to applicable law, no Proposal may be withdrawn after Closing. Proposals may be modified only as allowed by OAR 137-049-0320. If possible, City will return all Proposal materials at the time an in-person withdrawal is presented.

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**F. Proposal Content Requirements – Step 1 – Instructions to Proposers.**

Proposers must respond to each evaluation criterion in a clear and concise manner. Proposers must pay attention to specific requests for information. Concise Proposals without needless duplication are encouraged. Each Proposer is solely responsible for the accuracy and completeness of its Proposal. Proposals must include the content listed and discussed below.

**Technical Proposal (Bound)**

- Letter of Transmittal
- Statement of Assurances (attached as Attachment 1)
- Firm’s Experience and Performance
- Project Personnel; Available Resources
- Understanding and Approach to Executing the Project
- References

**Attachments**

- Health & Safety Qualifications Statement (attached as Attachment 2) and a copy of Proposer’s accident prevention program (to be submitted as Appendix A to the Proposal).
- Resumes (to be submitted as Appendix B to the Proposal)
- Project Financial Questionnaire and Financial Statements (attached as Attachment 3 and to be submitted in a separate envelope)

The contents are described as follows:

1. **Letter of Transmittal.** Include an introductory letter (“Transmittal Letter”) expressing interest in the Project and work contemplated under this RFP. Include Proposer’s legal name, assumed business name (if any), and the name of Proposer’s best contact person concerning its Proposal, including an email address, mailing address, and telephone number. The letter must be signed by a person authorized to bind the Proposer.
2. **Statement of Assurances.** Complete the Statement of Assurances (Attachment 1) attached to this RFP, which should be placed immediately following the Transmittal Letter.
3. **Firm’s Relevant Experience and Performance.**
  - a. **Performance on Similar Projects.** Describe the Proposer’s local experience and experience completing projects similar to the Project within the past 10 years. More specifically, airport commercial service terminal building expansions or comparable projects, of a size and type similar to the Project that are required to remain operational 24 hours a day for seven days a week. For each project include owner contact information, a description of the duration of construction, the negotiated GMP and/or proposal (bid) amount, the final

construction contract cost, and the cost/description of preconstruction services performed (if any). Identify any individuals on the proposed Project team that participated in the development/construction of each listed project. Identify projects where members of the proposed Project team have previously worked together and describe their responsibilities on those projects. Describe how your firm coordinated airport/passenger access and operations during construction. Project descriptions should include, without limitation, information regarding the following:

- i. Airport security systems and coordination with TSA.
  - ii. Familiarity with airport baggage handling systems.
  - iii. Familiarity with airport terminal aircraft and passenger operations.
  - iv. Familiarity with construction delivery in active passenger and aircraft operations.
  - v. Familiarity with terminal building HVAC, electrical, fire protection, and IT systems.
  - vi. Sitework utilities and roadway construction.
  - vii. LEED (or similar) certification and commissioning.
- b. Ability to Take on Additional Work.** Describe your current workload and staffing. Describe how you would staff the Project to ensure thorough review of the CM/GC Contract, accurate estimating, compliance with City requirements, successful construction, proactive commissioning, LEED (or similar) certification, and expedited closeout. Identify the specific staff that will be consistent from preconstruction through construction to ensure uniformity in pricing and scheduling.
- c. Alternative Contracting Method Experience.** Describe any applicable experience completing projects both similar and larger in size to the Project and projects similar in type to the Project using alternative delivery methods, including, without limitation, CM/GC services.
- d. Specialized Expertise.** Describe applicable experience in key technical areas of the Project that are critical to the execution of the Project. These areas include, without limitation, the following:
- i. Development and execution of detailed construction phasing plans that include full allowance of all airport commercial service operations during construction. This should include passenger safety and access during each phase of construction.



- ii. Experience on projects completed in active facilities with details on measures taken to minimize the impact on operations while still expediting construction.
  - iii. Experience in the phasing, relocation, and reuse of existing mechanical (boiler, chiller, etc.) and electrical equipment (switchgear, etc.)
  - iv. Experience in LEED (or similar) certifications and commissioning.
- e. **History of Performance, Claims, and Disputes.** Identify any construction contracts within the previous 10 years in which the Proposer became involved in a bond forfeiture, litigation, and/or a major claim between Proposer and a project owner. Include, without limitation, a brief, concise, and accurate explanation of the reasons or basis for such forfeiture, litigation, or major claim. For purposes of this RFP, "major claim" means any dispute or claim in the amount of \$1,000,000 or more and/or which led to or resulted in any of the following: (a) issuance of unilateral change orders; (b) entering into some form of alternate dispute resolution, such as mediation or arbitration; (c) filing a complaint; (d) threatened litigation; and/or (e) litigation. Each Proposer must state whether within the past 10 years it has:
- i. Been unable to negotiate a successful GMP. Please provide reasons for the negotiation failures and any lessons learned from this experience;
  - ii. Had a contract terminated for cause or default;
  - iii. Had liquidated damages assessed;
  - iv. Filed bankruptcy, underwent business reorganization, and/or been subject to receivership;
  - v. Been disqualified or debarred by any federal, state, and/or local entity from being awarded and/or participating in public contracts; and/or
  - vi. Received an unsatisfactory performance rating from any project owner.
- f. **Criminal Convictions.** Identify all criminal convictions, including pleas of nolo contendere, of the Proposer and/or any of its officers.
- g. **Ability to Meet Time and Budget Requirements.** Please address each of the following:
- i. Describe how the Proposer will monitor and ensure that the Project scope is maximized, and that City's construction budget and Project schedule are met.

- ii. Identify the estimating and scheduling systems and management techniques your firm employs to achieve success. Describe your approach to reporting progress and accounting activities to provide accurate cost control for the Project and the Project budget.
  - h. **Accident Prevention Program.** Construction activities pose many health and safety risks to each contractor’s crews, the public, and operations staff. Discuss your history working around operating facilities, your accident prevention program, and how you manage the safety of your subcontractors. Complete the attached Health & Safety Qualifications Statement (Attachment 2). Submit a copy of your accident prevention program along with (Attachment 2) as Appendix A to your Proposal. Documents included as part of Appendix A are not included in the Proposal page count.
- 4. Project Personnel; Available Resources.**
- a. Describe members of the proposed Project team. Include each member’s relevant experience, local and otherwise, along with anticipated Project responsibilities. List their title and the extent of their involvement during each part of the Project (preconstruction services, subcontract procurement, and construction) expressed as a percentage (100% equals full time). Identify the specific staff that will be consistent from the preconstruction phase through construction and post construction to ensure uniformity in pricing and scheduling. The Proposal must identify the principal/executive dedicated to the Project, the Project manager, the construction superintendent, the preconstruction/ estimating manager, the scheduler, the building information modeling (“BIM”) manager/expert, safety officer, and specialty consultants.
  - b. In submitting a Proposal, the Proposer represents that the specific members of the Project team identified in its Proposal will be available to work on the Project and to perform the services described for the complete duration of the Project. The Proposer must indicate the current and anticipated project assignments for each person and completion dates for those assignments. Describe Project team member proximity to the Project site and the availability of each person.
  - c. Each Proposal must be accompanied by an organizational chart showing the key individuals assigned to the Project team. Prepare a separate chart for the preconstruction and construction phases.
  - d. Describe how subcontractor participation will be achieved during the preconstruction and construction phases and how this will support obtaining realistic estimates and consistency with the final GMP and City’s DBE Project goal.

- e. Include resumes with the employment history, education, registrations, certifications, work experience, length of time with the Proposer, and any other information demonstrating the qualifications and abilities of team members including experience on comparable CM/GC projects (individual resumes must be limited to two pages for each person). Resumes must be attached to the Proposal and labeled as Appendix B. Documents included as part of Appendix B are not included in the Proposal page count.
- f. Provide the address for the primary office where Project services will be provided/managed. Include addresses for the Proposer's main office and any regional/local offices. Provide details on what services are available at each office and identify the office location of each team member identified in the Proposal.

**5. Understanding and Approach to Executing the Project.**

- a. **Preconstruction Services.** Describe the Proposer's philosophy and approach to preconstruction services, including, without limitation, the proposed approach to the preconstruction services described in the attached Draft Preconstruction Phase Service Scope of Work (Attachment 5) (collectively, the "Preconstruction Services"). Provide three or more examples of projects that demonstrate the range of preconstruction services your firm has provided on previous CM/GC projects and/or private sector projects with a GMP. Discuss Proposer's approach to collaboration and partnering with owners, architects, engineers, major equipment suppliers, authorities having jurisdiction ("AHJs") and vendors. Specifically address the following preconstruction responsibilities:
  - i. Assessing and recommending site logistics requirements.
  - ii. Recommending phasing, sequencing of work, developing construction packages, and construction scheduling (with a focus on procurement considerations in the current construction environment).
  - iii. Providing cost-estimating expertise. In particular, your cost-estimating expertise during volatile construction markets and when design documents are under development. Provide specific examples (if any).
  - iv. Your experience working directly with architects, engineers and systems manufacturers during design to ensure the most cost-effective systems and approach are being taken.
  - v. Your experience and approach with early subcontractor engagement to allow for early procurement of specific project components as determined by the project team.
  - vi. Your experience and approach with subcontractor engagement to identify DBE subcontractors to meet project-specific DBE goals.

- vii. Determining and reconciling constructability issues and performing constructability analysis of design documents.
- viii. Assessing alternative construction options for cost savings.
- ix. Identifying products or processes for VE and engineering systems for life cycle cost considerations.
- x. Participation in project-wide VE studies/evaluations following preliminary design.
- xi. Development of detailed design submittals.
- xii. Defining and accounting for the implications of LEED (or similar) certification and commissioning.

**b. Project Construction.**

- i. Discuss your approach to construction and completing the Project. Discuss what you see as the major Project challenges and how you propose to address them.
- ii. Indicate the scope of work you propose to bid on to self-perform and your ability to perform such work.
- iii. Your experience working with a third-party commissioning agent (“CxA”) and integrating the proper CxA activities and durations into your construction schedule. Provide specific project examples where the projects were delivered on schedule with complete CxA scope.
- iv. Describe your approach to procuring material, equipment, labor, and sub-contractors in accordance with applicable law.
- v. Describe any expectations you have of City, including, without limitation, the extent of on-site engineering and/or inspection representatives during major construction and installation phases.
- vi. Describe your approach to identifying and promoting DBE participation in the Project. Describe your approach to encouraging diversity in the workforce for the Project and to meet the DBE Project goal. Describe how you would monitor and report on this participation during construction.
- vii. Describe your BIM execution approach/manual. Describe how will you ensure that your subcontractors abide to a BIM program and provide an as built 3D model of the facility.

- viii. Describe any potential prefabrication opportunities for the Project.
  - ix. Describe your phasing approach to the Project, including pros and cons of the approach. Describe any procurement risks.
  - x. Describe your proposed Project schedule, including procurement/project buyout strategy, for the Project.
  - xi. Describe your approach to achieving LEED (or similar) certification as a requirement of this Project.
  - xii. Describe what differentiates your team from your competition.
- c. Cost Management; Quality Control; VE Programs.** Provide a summary of your approach to cost, quality control, and VE during design and construction, including, without limitation, coordination of subcontract work and building systems and facilities commissioning. In this summary, include a description of the measures you plan to employ and the levels and authority of the individuals assigned responsibility.
6. **References.** Proposers should provide three references with contact information related to the Projects described in response to Section F(3)(a), above. Please do not repeat contact information provided above. Minimum information must include, without limitation, the following:
- a. Name of the project;
  - b. The name of the project contact who has direct knowledge of the performance of your firm;
  - c. Company name, physical address, email address and phone number of the contact; and
  - d. The names of people in your firm who both performed work on the prior similar project and who would also be assigned to the Project.
7. **Additional Attachments.**
- a. Each Proposer must submit one unbound copy of the Project Financial Questionnaire (Attachment 3), Financial Statements, and bonding information in a separate envelope marked "Confidential Material pursuant to Attachment 3."
  - b. Each Proposer must provide its bonding capacity and address the ability of the Proposer to bond the Project. List the name, contact person, and telephone number of the Proposer's bonding agent, and include a statement from your

bonding agent committing to bond the Project. As discussed below, City will require separate payment and performance bonds from the selected firm, each in the amount of not less than the Contract Price.

- c. The information identified above must also be submitted prior to Closing. City reserves the right to reject any Proposal which, in its sole discretion, City deems is non-responsive to any information required herein.

**G. Interviews; Price Proposals; DBE Compliance Packet – Step 2 – Instructions to Proposers.**

The following will be requested from Proposers who make the short-list of Proposers with the highest evaluation scores after the Step 1 evaluation (the “Competitive Range”) as part of the Step 2 evaluation and interview process.

1. An interview and proposal presentation. Project-specific questions will be provided to Proposers in the Competitive Range.
2. A price proposal (the “Price Proposal”) in a separate envelope on the Price Proposal Form ([Attachment 4](#)). Each Price Proposal will comply with the requirements set forth therein. City reserves the right to require additional information relating to the Price Proposal at any time the City determines necessary or appropriate.
3. A completed DBE Compliance Packet ([Attachment 7](#)). A completed DBE Compliance Packet is considered a condition of responsiveness. Proposers who fail to submit a completed DBE Compliance Packet will not be considered and evaluated in Step 2. Note: Completion of a DBE Compliance Packet will be an ongoing condition of responsiveness at each Project phase.

**H. Evaluation Criteria.**

City will score each Proposal by reviewing and evaluating Proposal content requirements outlined above and as otherwise required under this RFP. The following table indicates how points will be assigned by required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each Proposal will be evaluated as follows:

Evaluation Criteria -Step 1	Points
<b>Firm’s Experience and Performance (150 points total):</b>	
1) Performance on similar projects, ability to meet time and budget requirements	40
2) Experience completing projects using alternative contracting approaches including CM/GC	40
3) Specialized experience / expertise	40
4) History of performance, claims, and disputes	20
5) Accident prevention program	10

<b>Project Personnel; Available Resources (100 points):</b>	
1) Experience of key management and field staff	75
2) Overall organizational chart and reporting structure	25
<b>Understanding and Approach to Executing the Project (250 points):</b>	
1) Preconstruction services	80
2) Constructing the project, approach to phasing and maintaining airport operations	90
3) Cost Management, Quality Control, LEED (or similar) Management, and Value Engineering programs	80
<b>References</b>	100
<b>Project Financial Questionnaire</b>	100
<b>Total Points for Proposal (Step One)- Basis of Short-listed Proposers in the Competitive Range</b>	<b>700</b>

<b>Evaluation Criteria -Step 2 (Short-listed Proposers in the Competitive Range)</b>	<b>Points</b>
Price Proposal for Preconstruction Services, CM/GC Fee, General Conditions, Insurance and Bonding (short-listed firms only)	200
Interview (short-listed firms only)	200
<b>Total Overall Points – Step 1 + Step 2 (Short-listed Proposers)</b>	<b>1100</b>

## **I. Evaluation and Selection Procedures.**

City will use a two-step process for evaluating Proposals and selecting a Proposer for contract award. Step 1 will include review and scoring of Proposals submitted in direct response to this RFP, including checking references. Step 2 will include scoring interviews and review and scoring of Price Proposals and DBE compliance.

### **1. Evaluation; Interview.**

- a. Timely received Proposals will be scored by a selection committee appointed by City to determine which Proposers will be invited to interview. Each evaluation criterion has been assigned points based on its relative value to the Project as a whole. City will establish a committee of at least five individuals (the “Selection Committee”) to review, score, and rank Proposals according to the evaluation criteria set forth in this RFP. City may appoint consultants, City employees, and/or employees of other public agencies with experience in architectural, engineering, related services, construction services, and/or CM/GC services to the Selection Committee. At least one member of the Selection Committee must be a City employee. City will designate one of its employees, who is also a member of the Selection Committee, as the committee chairperson. References will be checked by the Selection Committee prior to any interviews.
- b. After the initial scoring of the Proposals, the Selection Committee will select a shortlist of Proposers in the Competitive Range with the highest scores to

interview and submit Price Proposals. It is anticipated that the Competitive Range will include three Proposers; provided, however, City reserves the right to determine the number of Proposers to invite to interview and submit Price Proposals. City will send an invitation to Proposers in the Competitive Range to interview with City, provide a Price Proposal, and submit a DBE Compliance Packet. City will also send a notice of the Competitive Range to all Proposers stating the scoring range comprising the Competitive Range. At a minimum, the corporate executive dedicated to the Project, the Project manager, the superintendent, estimator, and other key individuals responsible for preconstruction and construction services must attend the interview. In addition to presenting their qualifications, experience, and approach to the Project, the Proposer's Project team will be expected to respond to questions from the Selection Committee regarding the Proposal, clarifying questions, as well as additional questions that may be posed in an interview notification letter.

- c. To receive further consideration, short-listed Proposers will be required to submit a Price Proposal indicating the CM/GC fee, an amount for fixed General Conditions, the estimated cost to perform the Preconstruction Services, and a completed DBE Compliance Packet. As noted above, Price Proposals must be submitted on the Price Proposal Form attached hereto as (Attachment 4). The DBE Compliance Packet must be submitted on the forms attached hereto as (Attachment 7). City may provide additional and/or updated information by addendum or at the time of notification of shortlist/request for Price Proposal.
- d. After interviews, City will develop a final score and rank each Proposer using the total points from the initial Proposal evaluations (up to 700 points) and add up to 200 points for interview performance and 200 points for the Price Proposal. Only the total sum of all scores from Step 1 (Proposal evaluation) and Step 2 (interviews and Price Proposal) will be used in making the final contractor selection. City may, in City's sole discretion, use a different selection committee for the Step 2 evaluation than it used for the Step 1 evaluation.

**2. Selection; Negotiation.**

- a. City will award the CM/GC Contract to the highest ranked (as determined by the Step 1 and Step 2 total score), responsive and responsible Proposer whose Proposal and Price Proposal will best serve City's interests. The CM/GC Contract will be in form and content substantially similar to the CM/GC Contract (Attachment 6) (which CM/GC Contract may be supplemented or amended and restated in its entirety at any time prior to the Closing). Notwithstanding anything contained in this RFP to the contrary, the CM/GC Contract will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the CM/GC Contract will include terms and conditions concerning, among other things, Project construction,



compliance with laws, liquidated damages, insurance, bonding, indemnification, and the selected Proposer's representations and warranties. City reserves the right to negotiate and execute a final CM/GC Contract that is in City's best interests.

- b. If a tie in total score occurs, the Proposer with the lowest conforming Price Proposal will be selected. A responsive Proposer means a Proposer who has submitted a Proposal and all other required Proposal Documents conforming in all material respects to the requirements stated in the Proposal Documents. A responsible Proposer means a Proposer who has the capability, in all respects, to fully perform CM/GC Contract requirements, and the integrity and reliability which will ensure good-faith performance under the CM/GC Contract. Responsibility will be determined in accordance with the standards set forth in ORS 279C.375 and OAR 137-049-0390. City will document its determination of the successful Proposer's responsibility on a responsibility determination form substantially as set forth in ORS 279C.375(3)(c).
  - c. If City does not cancel the RFP after it receives the results of the final scoring and ranking of each Proposer, City will begin, after the expiration of any protest period, negotiating a contract with the highest-ranked Proposer. Contract negotiations with the highest-ranked Proposer will be directed toward obtaining written agreement on (a) the Proposer's provision of Preconstruction Services, performance obligations, and a performance schedule, (b) timing and development of the GMP, and (c) any other provisions City believes to be in City's best interest to negotiate.
  - d. If negotiations with the highest-ranked Proposer fail to result in a contract, City reserves the right to formally terminate negotiations and enter into negotiations with the second-ranked Proposer and, if necessary, the third-ranked Proposer and so on, until the negotiations result in a contract. If the subsequent rounds of negotiations fail to result in a contract within a reasonable amount of time, as determined by City, the RFP may be formally terminated at which time City may pursue other contract procurement methods.
3. **Notice of Intent to Award.** City will provide a written NOI to all Proposers at least seven calendar days before the award of the CM/GC Contract, unless City determines that circumstances require prompt execution of the contract. City's award will not be final until the later of the following: (a) seven calendar days after the date of the NOI; (b) City provides written response to all timely filed protests denying the protest(s) and affirming the award; and/or (c) City's city council approves the CM/GC Contract.
4. **Guaranteed Maximum Price Amendments.** The Proposer awarded the CM/GC Contract may prepare multiple GMP amendments for packaging the Work for the Project. City reserves the right to revise the order and number of GMP packages.

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## J. Protests; Request for Change; Addenda – Instructions to Proposers.

### 1. Solicitation Protest; Request for Clarification/Change; Award Protest.

- a. **Solicitation Protest.** A Proposer may protest specifications and/or contract terms and conditions by delivering a written protest on those matters to City on or before February 13, 2023, at 3:00 PM (PST). A Proposer may submit a protest of specifications and/or contract terms and conditions only as allowed by, and only in compliance with, OAR 137-049-0260(3). All protests must be submitted in writing either by mail to Fred LeLacheur, PE, Engineering and Construction Manager, RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756 or email to [Fred.lelacheur@flyrdm.com](mailto:Fred.lelacheur@flyrdm.com) and must clearly reference, "Solicitation Protest – RDM – Terminal Building Expansion Project – AP2205."
- b. **Request for Clarification.** Proposers may submit written requests for clarification to City regarding any provision in this RFP on or before February 20, 2023, at 3:00 PM (PST). City's clarification to Proposers, whether orally or in writing, does not change the RFP and is not binding on City unless City amends the RFP by addendum expressly incorporating any clarification(s). All questions and/or requests for clarification must be submitted in writing either by mail to Fred LeLacheur, PE, Engineering and Construction Manager, RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756 or email to [Fred.lelacheur@flyrdm.com](mailto:Fred.lelacheur@flyrdm.com) and must clearly reference, "Request for Clarification – RDM – Terminal Building Expansion Project – AP2205."
- c. **Request for Change.** Proposers may submit a written request to change specifications and/or contract terms and conditions on or before February 20, 2023, at 3:00 PM (PST). All requests for change must be in writing and must comply with OAR 137-049-0260(2). Requests for change must be submitted in writing either by mail to Fred LeLacheur, PE, Engineering and Construction Manager, RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756 or email to [Fred.lelacheur@flyrdm.com](mailto:Fred.lelacheur@flyrdm.com) and must clearly reference, "Request for Change – RDM – Terminal Building Expansion Project – AP2205."
- d. **Competitive Range Protest.** A Proposer may submit a written protest of City's decision to exclude the Proposer from the Competitive Range on or before March 20, 2023, at 3:00 PM (PST). A Proposer may submit a protest of exclusion from the Competitive Range only as allowed by, and only in compliance with, OAR 137-049-0450(5). All protests must be submitted in writing either by mail to Fred LeLacheur, PE, Engineering and Construction Manager, RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756 or email to [Fred.lelacheur@flyrdm.com](mailto:Fred.lelacheur@flyrdm.com) and must clearly reference, "Competitive Range Protest – RDM – Terminal Building Expansion Project – AP2205."

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- e. **Right to Protest Award.** A Proposer may submit a written protest of City’s intent to award on or before April 5, 2023 at 3:00 PM (PST). A Proposer may submit a protest of the intent to award only as allowed by, and only in compliance with, OAR 137-049-0450(4). All award protests must be submitted in writing either by mail to Fred LeLacheur, PE, Engineering and Construction Manager, RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756 or email to [Fred.lelacheur@flyrdm.com](mailto:Fred.lelacheur@flyrdm.com) and must clearly reference, “Award Protest – RDM – Terminal Building Expansion Project – AP2205.”
- f. **Post-selection Meeting.** A Proposer that is not selected for contract award may request a meeting to discuss the procurement of CM/GC services. The meeting must be requested no later than March 30, 2023 at 3:00 PM (PST). All meeting requests must be submitted in writing either by mail to Fred LeLacheur, PE, Engineering and Construction Manager, RDM, 2522 SE Jesse Butler Circle, Suite #17, Redmond, Oregon 97756 or email to [Fred.lelacheur@flyrdm.com](mailto:Fred.lelacheur@flyrdm.com) and must clearly reference, “Post-Selection Meeting Request – RDM – Terminal Building Expansion Project – AP2205.” Meetings with unselected Proposers will only take place on April 3, 2023. Requested meetings will take place over the phone, via web meeting, or in person at City’s discretion.
2. **Addenda.** Changes to the Proposal Documents, whether in response to requests for clarification or change, a solicitation protest, to issue supplemental instructions, or any other lawful purpose, may only be made by written addenda. City will not mail notice of any addenda to Proposers but will publish any addenda on [ciplist.com](http://ciplist.com) and [flyrdm.com/?RDM-Terminal-Expansion-Project](http://flyrdm.com/?RDM-Terminal-Expansion-Project)). It is the responsibility of each Proposer to frequently check each website prior to Closing. All addenda so issued will become part of the Proposal Documents. No addenda, with the exception of addenda withdrawing this RFP or extending the Proposal period, will be issued less than 72 hours prior to Closing, unless otherwise required by the public interest. No other oral or written statements to Proposers will be binding on City unless reduced to written addendum.

## K. **Additional Instructions, Requirements, and Information.**

1. **Firm Eligibility.**
- a. No Proposal will be received or considered unless the Proposer is registered/licensed by the Construction Contractors Board (“CCB”) as required under ORS 701.021. Pursuant to OAR 137-049-0230, City will not consider a Proposal unless the Proposer demonstrates that it has a current, valid certificate of registration issued by the CCB at the time the Proposal is submitted.
- b. Regardless of whether the Project receives any federal funding, by submitting a Proposal in response to this RFP, the Proposer represents and warrants that it is not and at no time has been excluded, suspended, and/or barred from participation in, or otherwise sanctioned by any federally funded program, and

does not have an active exclusion per the federal System for Award Management (“SAM”). The Proposer will immediately notify City of any threatened, proposed, or actual exclusion, suspension, or debarment from any federally funded program.

- c. Each Proposer is responsible for verifying that none of its subcontractors or suppliers are excluded, suspended, or barred from participation in, or otherwise sanctioned by any federally funded program, and that they do not have an active exclusion per SAM. Individuals or entities that are excluded from working on federally funded programs will not be permitted to work on the Project. If a subcontractor or supplier is found to be barred from participating on federally funded projects, that subcontractor or supplier shall immediately be excluded from the Project worksite, and City will not be responsible for any damage or delay resulting from such exclusion.

## 2. **Contract Requirements and Obligations.**

- a. **Minimum Contract Requirements.** In accordance with the order of precedence established in the Contract Documents, the most stringent requirements contained in the Contract Documents constitute the minimum contract requirements established by City. Therefore, those portions of the Proposal that meet or exceed minimum Contract requirements established by City, as determined by City in its sole discretion, will themselves become minimum contract requirements upon execution of the CM/GC Contract.
- b. **Contract Obligation; Costs and Expenses.** By submitting a Proposal, each Proposer acknowledges and agrees that City is not obligated to enter into a contract with any Proposer and further has absolutely no financial obligation to any Proposer. Without otherwise limiting the generality of the immediately preceding sentence, this RFP does not obligate City to award a contract and/or to procure the services and/or work described herein. Proposers responding to this RFP do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Proposal, any other related documents submitted pursuant to this RFP, interviews and/or meetings.

- 3. **Rejection; RFP Cancellation.** City may reject a Proposal that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the Proposer’s responsibility under ORS 279C.375(3)(b). City may reject for good cause all Proposals and/or Price Proposals after finding that doing so is in the public interest. Notwithstanding anything contained in this RFP to the contrary, City reserves the right to amend and/or revise this RFP in whole or in part and/or extend the submittal deadline for responses to this RFP. Further, City reserves the right to (a) request amendments and/or seek clarification and/or require supplemental information from any Proposer; (b) waive and/or correct any irregularities in Proposals after prior notice to the Proposer; (c) reject any Proposal that does not comply with the

requirements of this RFP; (d) modify the selection procedures contained herein; (e) negotiate within the scope of this RFP; and/or (f) terminate negotiations with any Proposer and/or negotiate with the next-highest ranked Proposer, if initial negotiations are unsuccessful. Unless City, in its sole discretion, determines that a submitted Proposal is not in substantial compliance with RFP requirements, unintentionally incomplete, qualified, or omitted responses to Proposal sections will be dealt with as a matter of Proposal scoring as opposed to responsiveness. Subject to applicable law, City reserves the right to negotiate and approve any final contract resulting from this RFP and/or amend any such contract without additional solicitations.

4. **No Claim Against City.** A Proposer will not obtain (or be construed to obtain), by submitting a Proposal or a Price Proposal, any claim or legal entitlement of any sort against City or City's property by reason of all or any part of the following: (a) any aspect of this RFP; (b) the selection process; (c) the rejection of any or all Proposals; (d) the acceptance of any Proposal or Price Proposal; (e) City entering into any contracts or the failure to enter into any contracts; (f) any statements, representations, acts or omissions of City or any person or entity acting on its behalf; (g) the exercise of any discretion set forth in or concerning any of the foregoing; and/or (h) any other matters arising out of the foregoing.
5. **Level of Effort and Funding.** Any dollar value referred to in this RFP does not constitute (and will not be construed as) a guarantee of the level of effort that may be requested of the successful Proposer or guarantee a certain dollar amount of contract value or payment to a contracted party.
6. **Compliance with Laws.** Each Proposer will be subject to and comply with all applicable federal, state, and local laws, rules, ordinances, and/or regulations applicable to the Project, the work contemplated herein, and the services to be provided, including, without limitation, all applicable conflict of interest laws. By submitting a Proposal, the Proposer affirms that it is familiar with all applicable federal, state and local laws, ordinances, codes, rules and regulations that may in any way affect the Project. City is an equal opportunity employer. City does not discriminate and does not do business with others who discriminate on the basis of race, color, national origin, sex, religion, age, familial status, disability, marital status, ancestry, sexual orientation or gender identity in the employment or provision of services. The Contractor will be required to obtain a City business license and maintain active business license status while conducting work within the City. The Contractor will have, obtain, and maintain all applicable city county, state and/or federal permits and licenses required by City, Deschutes County, City, the State of Oregon and/or the federal government pertaining to the Project.
7. **Public Records.** With the exception of Proposals that are withdrawn prior to Closing, all information submitted by a Proposer in response to the RFP will become the property of City and will not be returned to the Proposer. All copies of properly withdrawn Proposals will be returned to the Proposer unopened.
8. **Duration of Proposals.** Proposals and Price Proposals must remain valid for at least

ninety (90) days from the date Price Proposals are received by City. Failure of City to insist on strict performance will not constitute a waiver of any of the provisions of this RFP or the resulting CM/GC Contract, or of any other default of the Proposer.

**9. Confidential Information.**

- a. Subject to the provisions of this RFP, any Proposal and related documents submitted pursuant to this RFP may be subject to public information requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information in order to comply with the terms and conditions of this RFP, each Proposer must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.
- b. City will take reasonable measures to hold in confidence all such labeled information, but in no event will City be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).
- c. In submitting a Proposal, each Proposer agrees that City may (i) reveal any trade secret and/or other confidential materials contained in the Proposal, including related documents submitted pursuant to this RFP, to City staff and to any City consultant, and/or (ii) post the Proposal, including related documents submitted pursuant to this RFP, on City's intranet or internal network for purposes related to its evaluation and ranking. By responding to this RFP, each Proposer agrees to defend, indemnify, and hold harmless City and each City officer, employee, consultant, representative, and agent from all claims, costs, damages, attorney fees and expenses incurred in connection with refusing to disclose any material that the Proposer has designated as a trade secret and/or as confidential information. Any Proposer that designates its entire Proposal as a trade secret and/or as confidential information may be disqualified from consideration.

- 10. Davis-Bacon Act/BOLI/Prevailing Wage Requirements.** The Project is a public works project subject to the state prevailing wage rates under ORS 279C.800 to 279C.870, the federal prevailing wage rates under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), or both. City will not receive or consider a Proposal unless the Proposal contains a statement that the Proposer agrees to be bound by and will comply with ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable. The Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in

accordance with the schedule of Davis-Bacon wage rates established by the United States Department of Labor and Oregon Prevailing Wage Rates as in effect at the time the CM/GC Contract becomes a public works contract pursuant to OAR 839-025-0020(8) or as otherwise determined by the Commissioner of BOLI.

**11. Performance, Payment, and Public Works Bonds.**

- a. Performance and Payment Bonds.** Pursuant to ORS 279C.380, the Contractor will, at the time specified in the CM/GC Contract, furnish bonds covering the faithful performance of the contract (the “Performance Bond”) and payment of obligations arising thereunder (the “Payment Bond”). The Performance Bond and the Payment Bond each will be in an amount not less than the Contract Price as designated in the CM/GC Contract and on forms furnished by City (or acceptable to City). The Performance Bond will include all work specified in the CM/GC Contract, including, without limitation, preparation and completion of design and related personal services specified in the contract. Each bond must be obtained through a company that is authorized and licensed by the Director of the Oregon Department of Consumer and Business Services. The bonding company must be listed on the most current U.S. Government Treasury list, Department Circular 570 or otherwise approved by City prior to Proposal submission. The cost of each Performance Bond and Payment Bond will be included in the Contract Price.
- b. Public Works Bond.** Contractors who work on public works projects, subject to the prevailing wage law, are required to file a \$30,000 public works bond to be used exclusively for unpaid wages determined to be due by the Bureau of Labor Industries (“BOLI”) (each a “Public Works Bond”). Proof of a Public Works Bond must be provided to City at the time designated in the CM/GC Contract. The Contractor is required to verify that each subcontractor has filed a Public Works Bond before permitting a subcontractor to start work on the Project. Certain exemptions from public works bond requirements exist for certified disadvantaged, minority, woman, service-disabled veteran or emerging small business enterprises. It is the Contractor’s responsibility to notify City if an exemption applies to the Contractor (or a subcontractor). The Public Works Bond will be furnished by a surety company authorized to do business in Oregon.

- 12. Foreign Contractor.** Pursuant to ORS 279A.120(3) and OAR 137-049-0490, if the Contractor is a foreign contractor, the Contractor will promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, contract duration and such other information as the Department of Revenue may require before final payment can be made on the CM/GC Contract. A copy of the report will be forwarded to City. City will satisfy itself that the above requirements have been complied with before it issues final payment on the CM/GC Contract.

13. **Certified Payroll Withholding.** If the Contractor does not file certified payroll as required (at least once per month), City will withhold 25% of amounts due to the Contractor, in addition to any other required retainage. If a first-tier subcontractor does not file certified payroll reports as required, Contractor will withhold 25% of amounts due the first-tier subcontractor. Once certified payroll reports are submitted, City or Contractor are to pay amounts withheld within 14 days. City is not required to verify the accuracy of the contents of the certified payroll reports.
14. **Public Contracting Provisions.** The Contractor will understand and agree to comply with all applicable public contracting laws and rules required by Oregon law, including, without limitation, the provisions contained in OAR 137-049-0200(1)(c).
15. **Insurance.** Contractor must obtain the insurance specified in the CM/GC Contract with policy limits meeting or exceeding the minimum amount specified in the CM/GC Contract.
16. **Project Savings.** Any savings the Contractor realizes in performing the CM/GC Contract will accrue to City.
17. **Contract Price and GMP.** The Contract Price and GMP will be determined as set forth in the CM/GC Contract, Section 6 (Attachment 6).
18. **Amounts in Excess of Contract Price/GMP.** City will not pay any amount that exceeds a fixed price, GMP, or other maximum price specified in a contract resulting from this RFP unless the amount results from material changes to the scope of work set forth in such contract and City and Contractor agree in writing to the material changes.
19. **Procurement Compliance with State and Federal Law, Regulations, and Rules.** City will conduct the procurement of CM/GC services in accordance with federal and state legal/regulatory requirements including, without limitation, the model rules the Oregon Attorney General adopts under ORS 279A.065(3).
20. **Resident Proposer.** Each Proposer must identify whether the Proposer is a “resident Bidder” (i.e. resident Proposer) on the Bidder’s Residency Statement located in the Statement of Assurances (Attachment 1).
21. **Asbestos Abatement Licensing.** City reserves the right to require that the Contractor or any subcontractor performing construction services on the Project be licensed under ORS 468A.720 to perform asbestos abatement.
22. **Acceptability of Work.** City will determine acceptability of the Work as described in the CM/GC Contract, Exhibit A, General Conditions (Attachment 6) or as otherwise described in the executed CM/GC Contract and any amendments or addendums thereto.



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## L. FEDERAL SOLICITATION REQUIREMENTS AND INSTRUCTIONS.

In this Section L, federally required solicitation provisions sometimes require exact word usage, which may cause some instances of inconsistency with the other portions of this RFP. As a consequence, (a) the term “Owner” refers to “City;” (b) the term(s) “Bidder” and “Offeror” refer to either “Proposer” or “Contractor” as the context requires; (c) the term “solicitation” refers to this RFP; and (d) the term(s) “Bid” or “Offer” refer to either a Proposal and/or Price Proposal as the context requires.

1. **Funding.** The Project will be funded with federal, state and/or local government financial assistance. Contractors at every tier must comply with all applicable federal, state, and local laws, rules, regulations, codes, and requirements.
2. **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.**
  - a. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
  - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

### **Timetables**

Goals for minority participation for each trade:	3.8%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order 11246 and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor will provide written notification to the Director of the Office of Federal Contract Compliance Programs (“OFCCP”) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the “covered area” is Oregon, Deschutes County, City of Redmond.

3. **Title VI Solicitation Notice.** City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
  
4. **FAA Buy American Preference.** The Proposer certifies that its Proposal is in compliance with 49 USC § 50101, Build America Buy America (“BABA”) and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The Proposer must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their Proposal. City will reject as nonresponsive any Proposal that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The Proposer certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass);

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<sup>1</sup> Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

lumber; or drywall used in the project are manufactured in the U.S.

5. **Federal Fair Labor Standard Act (Federal Minimum Wage).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
6. **DBE Requirement.** City has established a DBE program in accordance with regulations of the U.S. Department of Transportation (“DOT”), 49 CFR Part 26. To complete Project, City anticipates that it will receive federal financial assistance from DOT, and as a condition of receiving this assistance, has signed an assurance that it will comply with 49 CFR Part 26.

Policy: It is the policy of DOT that Disadvantaged Business Enterprises (“DBE”) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

**The Project will include a DBE goal. Note that City has an overall DBE goal for FY2022 and FY2023 of 2.71%, which includes both race neutral (.08%) and race conscious (2.63%) DBE goals. The selected contractor will be required to provide at least the minimum race conscious DBE Project goal percentage (2.63%) and encourage DBE participation in an effort to meet the DBE Project goal or perform and provide adequate good faith effort procedures in accordance with FAA DBE compliance procedures. A new DBE goal will be established for projects bid in FY2024-2026.**

**City’s award of any contract is conditioned upon Proposer satisfying the good faith effort requirements of 49 CFR § 26.53. Due to the nature of this two-step procurement and the CM/GC contracting method, only Proposers in the Competitive Range are required to submit a DBE Compliance Packet (Attachment 7) at the time that Price Proposals are due. The DBE Compliance Packet accompanying the Price Proposal need only concern DBE subcontractors providing Preconstruction Services. However, prior to commencement of any Construction Phase Services, as described in the CM/GC Contract, Section 3.2 (Attachment 6), the Contractor will be required to submit a new DBE Compliance Packet for all Construction Phase Services (i.e., each Project construction package/stage) demonstrating Contractor’s compliance or good faith efforts to comply with City’s DBE Project goal. In addition to any other conditions and/or requirements under the CM/GC Contract, City will not issue a Notice to Proceed for any Construction Phase Services until Contractor completes the DBE Compliance Packet demonstrating compliance or good faith efforts to comply with City’s DBE Project goal with regard to Construction Phase Services.**

As a condition of responsiveness, each short-listed Proposer must submit the following information included within the DBE Compliance Packet attached hereto as (Attachment 7):

- a. The names and addresses of DBE firms that will participate in the CM/GC Contract Preconstruction Services;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed pursuant to subsection L(6)(a);
- d. Written statement from the Proposer that attests their commitment to use the DBE firm(s) listed pursuant to subsection L(6)(a) to meet City's Project goal;
- e. Written confirmation from each listed DBE firm that would be participating in the CM/GC Contract in the kind and amount of work provided in the Proposer's commitment; and
- f. If Proposer cannot meet the advertised DBE Project goal, evidence of good faith efforts undertaken by the Proposer as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to Proposer when a non-DBE subcontractor was selected over a DBE for work on the CM/GC Contract.

**7. Trade Restriction Certification.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative ("USTR");
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the

Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- b. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- c. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the FAA may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

8. **Certification of Proposer Regarding Debarment.** By submitting a Proposal to this RFP, Proposer certifies that neither it nor its principals are presently debarred or suspended by any federal department or agency from participation in the Project and any related contract.
9. **Certification of Lower Tier Contractors Regarding Debarment.** The successful Proposer (i.e. Contractor), by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction,” must confirm each lower tier participant of a “covered transaction” under the Project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful Proposer (i.e. Contractor)

will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>;
- b. Collecting a certification statement similar to the Certification of Proposer Regarding Debarment, above; and
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**10. Certification Regarding Lobbying.** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.

11. **Certification Regarding Domestic Preferences for Procurements.** Proposer certifies by signing and submitting a Proposal that, to the greatest extent practicable, the Proposer has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, without limitation, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.