

**State of Oregon**



**DEPARTMENT OF AVIATION Issues the Following  
REQUEST FOR PROPOSALS (RFP)  
RFP Number XXXXX**

**LEASE AND DEVELOPMENT OF MULINO AIRPORT PROPERTY  
MULINO, OREGON**

**Date of Issuance: May, 2010 – Pending**

**Proposals Due Date: June, 2010**

Issuing Office: Department of Aviation  
Single Point of

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## SECTION 1: PURPOSE AND GENERAL INFORMATION

### 1.1 Introduction

#### 1.1.1 Overview, Objectives, and Background

The State of Oregon (“State”), through the Oregon Department of Aviation (ODA), seeks to lease the State’s real property interest in the 275± acre Mulino State Airport site (“Property”), or portions of the Property, for development purposes. The intended objective of this RFP is to identify an individual or entity (the “Master Developer”) who will provide necessary expert consulting and business development planning to allow the Mulino State Airport to become a growing aviation center and community business asset that is consistent with the approved master plan and Federal Aviation Administration (FAA) Airport Compliance Manual order 5190.6B.

ODA is looking for an established partner(s) who can demonstrate a history of similar project successes and ability to provide the resources for the full project life cycle, from planning, civil engineering, design architecture, project management, and property management, all in conformance with applicable FAA regulations and requirements.

Proposers interested in replying to this RFP must submit a written Proposal that meets all the requirements of the RFP. Incomplete proposals will be rejected. The successful Proposer will be expected to enter into a disposition and development agreement (DDA), as more fully described in section 1.4.7 of this RFP. Solicitation Protest due date is specified in Section 1.2; and shall be delivered or faxed to the SPC.

#### 1.1.4 Due Diligence

Each Proposer is expected to complete its due diligence related to the suitability of the Property for the Proposer’s intended use, prior to the submission of its proposal. Specifically, each Proposer may complete any soils/geological tests, environmental reports, title examinations, and zoning analysis that it deems necessary or desirable. In addition, ODA will permit each Proposer (and their consultants) access to the Property for approved examinations or tests.

No proposal may be conditioned upon the Proposer’s future approval of a due diligence report. A Proposer may, however, condition their proposal on the satisfactory resolution of a specified problem identified by a due diligence report previously conducted.

### 1.2 Schedule (all dates approximate)

Event	Due Date
RFP Release – Date of Issuance	April, 2010
Individual Pre-Proposal Meetings	May, 2010
Written Questions	May, 2010

Answers to Proposal Questions	May, 2010
Solicitation Protest Due Date	June, 2010
RFP Closing	June, 2010
Opening of Proposals	June , 2010
Presentations, Demonstrations, and/or Interviews	July, 2010
Evaluation (approx.)	July, 2010
Award Notification (approx.)	August, 2010
Issuance of Notice of Intent to Award	August, 2010
Award Protests	September, 2010
Negotiations	September 2010
Contract Award	October 2010

### 1.3 Definitions

For general definitions, see OAR 137-046-0110, which is incorporated by reference.

**1.3.2 “RFP”** means this Request for Proposals.

**1.3.3 “Scope of Work”** means the general character of the work, the work’s purpose and objectives, and ODA’s expectations. Examples of expectations include, if applicable, a description of the purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work is intended to help prospective Proposers develop their proposals.

**1.3.4 “Statement of Work”** means the specific provisions in the final DDA that set forth and define in detail the agreed-upon objectives, expectations, performance standards, and other obligations.

### 1.4 Scope of Work

ODA is soliciting proposals for development and redevelopment at Mulino State Airport consistent with the FAA approved Mulino Airport Industrial Park Master Plan (“Master Plan”.) [http://www.oregon.gov/Aviation/docs/Mulino\\_Master\\_Plan012610.pdf](http://www.oregon.gov/Aviation/docs/Mulino_Master_Plan012610.pdf) The Master Developer selected as a result of the RFP process may remove and replace existing structures (with ODA approval) to allow for immediate airport growth and provide a platform from which new and increased revenues can be generated. In addition, mid- to long-term infrastructure improvements that position the airport to respond quickly to future opportunities and changes in local business climate are encouraged.

#### 1.4.1 Development Expectation

ODA has worked to create, define and establish the conditions under which a well planned and executed Master Plan for the Property can be successfully executed. All development must be substantially consistent with that Master Plan.

All proposals will be reviewed by an RFP Selection Committee, as described in section \_\_\_\_.  
A complete understanding by the RFP Selection Committee of the Proposer’s intent

regarding the quality and character of proposed developments at the industrial airpark is of particular importance. In order for the Committee to understand the intent, style and philosophy of each Proposer, the Proposer should provide in its proposal a thorough discussion of its approach to development. The proposal should fully explain the Proposer's long and short-term business plan and approach to onsite infrastructure phasing/costing, lease pricing, marketing, and subsequent financing and in-house control obligations.

#### **1.4.2 State Goals, Requirements, and Philosophy for the Project**

ODA seeks a Master Developer for the Mulino Airport site meeting the following key requisites:

- clear, proven and successful experience creating a large, cohesive industrial airpark development.
- ability to work cooperatively, constructively, and in partnership with ODA and local agencies throughout the life of the project in the following areas:
  - timing of the development and issuance of financed debt;
  - incorporation of changes to the vision of the development Master Plan; and
  - enforcement of applicable storm water management plan;
- willingness and ability to provide protection to ODA for obligations relative to potential cash flow shortfalls
- willingness to provide lease payments for the Property that are acceptable to ODA; and
- ability to expeditiously market and develop the Property, producing timely tax increment revenues and regional employment.

#### **1.4.4 Mulino Airport Industrial Park Master Plan**

ODA anticipates the Master Developer may request modifications to the Master Plan to better meet the needs and opportunities of the current industrial real estate market within the limits of the zoning code, and goals and requirements of the county and State. Changing the conceptual Master Plan is not a "land use" action either by state statute or by county ordinance. However, changes to the Master Plan may require the approval of the county, State and the FAA.

#### **1.4.5 Quality and Character of the Mulino Airport Industrial Park**

ODA wishes to make the Mulino Airport Industrial Park a state-of-the-art industrial airpark. The conceptual Master Plan anticipates three distinct areas:

- air side business park with a mixture of class A office and flex-space;
- land side industrial park with light industrial buildings; and
- Fixed Base Operations (FBO) Service Center providing locally oriented, commercial services to the airport, aircraft maintenance and service, hangar rental, aviation fueling services, car rentals, pilots lounge, certified flying lessons, aircraft rentals, etc.

Building designs, construction materials and methods must be of a high quality within the context of an industrial airport.

The entire development must be built to a standard that will support the future development and values of ODA's property.

#### **1.4.6 Timely Development of the Property**

The decision of ODA to lease and develop the Property is based in large part on the Property's potential to produce increased employment and economic opportunities for the State and region. As a result, ODA intends to lease the Property only to a Master Developer who will commit to developing the Property as expeditiously as the market will permit.

The Master Developer will be responsible for timely development of the Property so that employment and economic development are timely produced, and for insuring that sufficient property tax and development fee revenues are generated to pay for necessary offsite infrastructure.

#### **1.4.7 Disposition and Development Agreement (DDA)**

The proposal submitted by the successful Proposer will be the base document for negotiating the DDA. The basic elements of the DDA will include the following:

##### **1.4.7.1 Developer's Obligations**

It is expected the Master Developer's obligations will include at a minimum:

- leasing and development of raw land from ODA in sufficient quantity and schedule to ensure timely development of the Property;
- securing of adequate financing to support the long-term development and marketing activities of the project;
- design and construction of the on-site infrastructure (utilities, streets, etc.) and associated street improvements adjacent to the property;
- subdivision and platting of the Property;
- working in cooperation with the Hamlet of Mulino, Clackamas County, the State, and other agencies to bring new business opportunities to the region and provide new jobs to Oregon;
- marketing individual lots, for long term land lease;
- construction of various facilities in the role of a Master Developer;
- implementation and enforcement of FAA order 5190.6B and restrictions in the Mulino Airport Master Plan; and
- maintaining common areas on behalf of ODA.

##### **1.4.7.2 Term**

The term of the DDA is anticipated to start in September 2010. The initial term will be for 20 year(s). The parties may agree to extend the term of the DDA up to a maximum of 30 years.

##### **1.3.7.3 Method of Compensation**

The Master Developer will be expected to make monthly lease payments to ODA, based on the fair market value of the Property. ODA will consider land-banking a portion of the land for additional consideration.

#### 1.4.9 Master Developer Financial Performance

ODA expects the Master Developer to develop the Property to create jobs and taxable revenues. To do this in a timely economic manner, the Master Developer will be expected to achieve certain financial performance goals, including the ultimate creation of facilities and operations equal to or greater than \$0 million in value. The Master Developer must have sufficient financial resources to complete development of the Property while absorbing fluctuations of the real estate market over the multiple years of development and marketing.

**Comment [sp1]:** This is an area I would like board input. Please feel free to provide comments, range of investment value that will be considered

#### 1.4.10 Schedule

Success of the Mulino Airport Industrial Park is dependant on land take-downs, and a development, marketing, and sub-leasing schedule that will move the development forward as expediently and feasibly possible. Holding land for speculation is not acceptable.

#### 1.4.11 Land and Development Parity

The marketing and subleasing of the Property by the Master Developer must be fair and impartial so that builders or business owners may lease parcels at a fair price, without imposition of an unreasonable premium or a price that penalizes them for choosing to independently construct improvements in conformance with FAA regulations and grant assurance requirements.

#### 1.4.12 Phased Take-Downs

If the Proposer is not prepared to lease the entire Property initially, , the Proposer must provide a take-down schedule for the land and include a proposed price incentive for ODA to land-bank the balance of the Property beyond the initial take-down. ODA will expect to receive additional consideration for a phased take-down, which must take into account the appreciated value of the Property. The Proposer should understand ODA will require protections on take-downs negotiated, and security for any amounts due as a result of a phased take-down of the Property.

#### 1.4.13 Water System

The State currently has significant surface water rights associated with the Property. It is the State's policy not to relinquish water rights, but rather to preserve this asset for the benefit of the people of Oregon. Consequently, to provide a "beneficial use" and keep the rights current, the State will enact several measures to transfer, lease, and use these water rights.

**Comment [sp2]:** Mitch – you mention the state had water rights associated with the South end of the airport property, please identify where the proposers can go to review the nature of these rights

#### 1.4.14 Broker Participation

ODA wishes to give local brokerage firms the opportunity to market property in the development. At a minimum, the Master Developer should anticipate shared commissions when local brokers present a lessee.

#### 1.4.15 Performance Based Option

Based on the Master Developer's performance under the DDA, ODA may consider granting a first right to the Master Developer to pursue similar business developments at other airports owned and managed by ODA. The Proposer may identify the scope of other potential projects in its proposal.

Provided the requirements in the preceding paragraph have been substantially met ODA and the successful Proposer may negotiate identified development for other properties currently managed by ODA into the Statement of Work for the Contract.

Comment [sp3]: DOJ really did not like this approach, quote PW "The second paragraph suggests that the scope of work for the Mulino project might be expanded to include these other airports, which implies that the developer would receive more than a first priority in proposing for these additional projects, but instead would be automatically assigned this work if successful at Mulino. In either case, it doesn't seem to me that the State should be suggesting that the successful developer of Mulino will be chosen to do development projects at other airports, as this flies in the face of the requirement that competition be open and above board." I suggest we delete the second (highlighted) paragraph

#### 1.4.16 Amendments

The parties may agree to amend or modify the awarded DDA in accordance with OAR 137-047-0800

### 1.5 Single Point of Contact (SPC)

All questions about this RFP, including technical requirements, contractual requirements, the procurement process, or any other aspect of the project or needed services, must be directed to (SPC) Steve Ponce the person listed on the first page of the RFP.

### 1.6 Individual Pre-proposal Meetings

All potential proposers will be required to RSVP to Steve Ponce by 12:00pm [Insert date] 503-373-7167 or email [steve.t.ponce@state.or.us](mailto:steve.t.ponce@state.or.us) to request an individual pre-proposal meeting with ODA to answer general questions and to clarify any program issues.

It is critical that each Proposer understand the requirements of this RFP, and ODA's needs regarding this development. ODA will schedule separate, mandatory, pre-proposal meetings with each Proposer. The Proposer's senior officials are expected to attend this meeting. At the meeting, ODA will explain its expectations regarding this RFP and answer the Proposer's questions. Statements made by ODA or other State representatives at the meetings will not be binding upon the State, unless confirmed through a written addendum to this RFP. Proposers are required to contact the SPC listed on page 1 of the RFP no later than [insert date] to schedule a meeting date and time. It is anticipated individual pre-proposal meetings will be scheduled during the time period beginning [insert date] and no later than [insert date].

All answers to questions or other information provided by the State at a pre-proposal meeting that the State believes (i) would be of value to the other Proposers, or (ii) if not provided, might unfairly prejudice the other Proposers, will be made available to the other Proposers, either directly in writing or through an addendum to the RFP, with the disclosure method being determined by the State in its sole discretion.

The State reserves the right to disclose to all Proposers any issues or information arising during these meetings. The State does not intend to disclose information that the State determines, in its sole discretion, would reveal a Proposer's confidential business strategies or confidential business information, thereby adversely impacting a Proposer's competitive position prior to the submittal of a proposal. However, proposal information that comes into the State's possession as

a result of these meetings is subject to the Oregon Public Records Law, as more particularly described in section 3.8 of this RFP.

## **SECTION 2: PROPOSAL REQUIREMENTS**

### **2.1 Administrative Proposal Requirements**

#### **2.1.1 Proposal Cover Sheet**

The Proposer shall sign and submit the Proposal Cover Sheet provided with this RFP as Attachment A. Proposals must address the proposal and submission requirements set forth in the RFP and describe how the Proposer intends to satisfy the Scope of Work. Proposals that merely offer to provide services “as stated in the RFP” will be considered non-responsive and will not be further considered.

All proposals must follow the format described in this section. Proposals must respond to all elements of information requested, without exception. Proposal sections and pages must be appropriately numbered per the outline below.

Proposals may use various headings, but must include at least the following headings in the following order and numbered as indicated below, followed by Proposer’s responses:

- Part 1: Administrative Proposal Requirements
- Part 2: Technical Proposal Requirements
- Part 3: References

#### **2.1.2 Copies**

Proposals submitted in response to the RFP must consist of 2 originals and 8 copies of the proposal, and all required supporting information and documents, plus 2 CDs containing a .pdf version of each signed proposal and supporting documentation. The originals and all copies of the proposal must be submitted in a sealed envelope or box, labeled “Proposal to RFP #XXXXX” and delivered to the SPC.

#### **2.1.3 Financial Statement/Fiscal Stability**

The proposal must briefly describe proposer’s experience with, and current strategies for, ensuring that the Proposer conducts business in a financially responsible manner and remains financially solvent through the proposed term of the DDA. The proposal must identify the individuals who will have financial responsibilities for the work. Any Proposer that has generated financial statements shall submit copies for the most recent period. If financial statements have not been generated, the Proposer may submit an audit or fiscal review by a certified public accountant or, if the Proposer is a new business, a copy of a business plan completed within the last year.

### **2.2 Minimum Proposal Requirements**

The proposal must meet the minimum proposal requirements described in the Proposal Cover

Sheet.

### **2.3 Technical Proposal Requirements**

The Proposal must describe how the Proposer will meet each of the technical requirements described in the Scope of Work in Section 1.4, including identification of key persons who will perform the work and their background and expertise.

### **2.4 References**

The Proposer shall provide five business reference that are able to verify business history and relevant experience, using the format specified in the Proposal Cover sheet, Attachment A.

## **SECTION 3: SOLICITATION PROCESS**

### **3.1 Procurement Authority and Method**

ODA intends to initially conduct a Competitive Sealed Proposal method as described in OAR 137-047-0260. See reservations of rights in Section 3.10.

### **3.2 ORPIN**

The RFP, including all Addenda and Attachments, will be posted on the Oregon Procurement Information Network System (ORPIN). ODA is not required to mail the RFP, its Addenda or Attachments to any prospective Proposer. Notification of any substantive clarifications provided in response to any question will be provided and published at the ORPIN web site below. For complete RFP documentation, please go to the ORPIN web site:

<http://orpin.oregon.gov/open.dll/welcome> and view **Agency Opportunity number XXXXX.**

#### **3.2.1 Addenda on ORPIN**

Addenda are incorporated within the RFP and may be viewed and downloaded on ORPIN by registered suppliers. Proposers should consult ORPIN regularly until Closing to ensure that they have not missed any Addenda announcements.

Any oral communications are unofficial and non-binding. Proposers may rely only on written statements issued by the SPC.

#### **3.2.2 ORPIN Usage**

Proposers who are not registered suppliers or who are unfamiliar with ORPIN should contact the State Procurement Office (SPO) at the Department of Administrative Services, 1225 Ferry St. SE - U140, Salem, OR 97301-4285; telephone (503) 378-4642. Proposers may also look for updates about ORPIN on the SPO website: <http://procurement.oregon.gov/>.

#### **3.2.3 ORPIN Registration**

Proposers are responsible for ensuring that their registration information is current and correct. SPO accepts no responsibility for missing or incorrect information contained in the supplier's registration information in ORPIN.

### **3.3 Questions, Modifications and, Protests relating to the RFP, Contract Provisions or Specifications**

#### **3.3.1 Submittal of Questions and Requests**

Questions, including requests for explanations of the meaning or interpretation of provisions of the RFP, must be submitted in writing, must arrive by the date and time specified in Section 1.2, and must be addressed to the attention of the SPC.

*Note: with the exception of negotiation of those terms permitted under Section 3.31.3, this is the Proposer's only opportunity to request any change or protest any requirement of the RFP, including but not limited to the solicitation process, proposal requirements or terms and conditions. Proposals that take exception to the requirements of the RFP, the solicitation process, proposal requirements or terms and conditions may be deemed non-responsive and may be rejected at the sole discretion of ODA.*

##### **3.3.1.1 Procedure**

The appropriate means of seeking modifications to provisions of the RFP are through a written (a) request for clarification; (b) formal submittal of requests for changes to the RFP, contractual terms or specifications; or (c) formal submittal of protests of the RFP, contractual terms or specifications.

##### **3.3.1.2 Request for Clarification**

Any Proposer requiring clarification of any provision of the RFP, contractual terms or specifications may submit to the SPC a written request for clarification. To be considered, the request for clarification must be received by the SPC by the deadline specified in Section 1.2 or any extension made by subsequent Addenda.

##### **3.3.1.3 Request for Changes to RFP, Contractual Terms or Specifications.**

Any Proposer may submit to the SPC a written request for changes to the RFP, contractual terms or specifications. To be considered, the request for changes must be received by the SPC by the deadline specified in Section 1.2 or any extension made by subsequent Addenda. The request must include the reason for requested changes, supported by factual documentation, any proposed changes and must contain all other information required by ORS 279B.405 and OAR 137-047-0730.

##### **3.3.1.4 Protest of RFP, Contractual Terms or Specifications.**

Proposers may submit to the SPC a written protest of the RFP, contractual terms or specifications. To be considered, protests must:

**3.3.1.4.1** identify the Proposer's name and reference the RFP number;

**3.3.1.4.2** contain evidence that supports the grounds on which the protest is based and

specify the relief sought, including a statement of the proposed changes to the process or RFP provisions, requirements or terms and conditions that the Proposer believes will remedy the conditions upon which the protest is based;

**3.3.1.4.3** be signed by the Proposer's authorized representative;

**3.3.1.4.4** be submitted to the SPC by the **Solicitation Protest due date specified in Section 1.2**; and

**3.3.1.4.5** be delivered or faxed to the SPC at the address specified on the first page of the RFP.

ODA will not consider solicitation protests that do not meet the requirements of this section. ODA will resolve all solicitation protests in accordance with OAR 137-047-0730. ODA is not responsible for the successful transmission of faxed protests. Unless this specific due date is extended by Addenda to the RFP, ODA will not consider solicitation protests to the originally-issued RFP submitted after the Solicitation Protest due date specified in Section 1.2. *Please note: Late or electronically transmitted (emailed) protests will not be accepted.*

### **3.3.1.5 Method of Submitting Requests for Modification or Protest of RFP Provisions.**

Envelopes containing requests for clarification, requests for change, or protests must be marked as follows:

Request for Clarification/Change/Protest  
RFP Number  
Closing

Envelopes must be received by the SPC by the date and time specified in Section 1.2. This deadline may be extended by Addendum. No requests for clarification, requests for change, or protests regarding the RFP, contractual terms or specifications will be considered if received after the date specified in this section or the date specified in a subsequent Addendum.

**3.3.1.6 Response to Requests for Clarification or Change and Protests** ODA shall respond to each properly-submitted written request for clarification, request for change, or protest in accordance with ORS 279B.405. Where appropriate, ODA shall issue revisions and clarify RFP provisions via Addenda posted on ORPIN. ODA may also informally respond to Proposer questions. **Informal responses, however, do not affect the provisions of the RFP. The RFP, contractual terms and specifications can be changed only by a formal Addendum issued by ODA.**

## **3.4 Submission of Proposals**

Proposals must be received by the SPC at the address listed on the front page of the RFP no later than the closing date and time specified in ORPIN. Proposals must be delivered via U.S. Mail or courier, or hand-delivered. Proposals must be sent to the attention of the SPC's name. Late, faxed or electronically transmitted proposals will not be accepted.

### 3.5 Withdrawal of Proposals

If a Proposer wishes to withdraw a submitted proposal, it shall do so prior to the Closing date and time. The Proposer must submit a written request to withdraw, signed by the Proposer, on the Proposer's letterhead, to the SPC at the address listed on the front page of the RFP, as required by OAR 137-047-0440(2).

### 3.6 Opening of Proposals

Proposals will be opened and the names of all Proposers will be read at the date and time listed in the Schedule, Section 1.2. Proposals will not be read aloud (OAR 137-047-0450(2)). Proposals will be opened at the following location:

DAS Facilities  
Mt Mazama Conference Room – Basement Level  
1225 Ferry St. N.E.  
Salem OR, 97301

### 3.7 Evaluation and Award

The evaluation and award process is described in Section 4.

### 3.8 Public Information, Confidentiality, and Trade Secrets

All Proposals are public information after the proposals have been opened, and all protests are public information after the protest period ends. Proposals will be opened by the SPC at the date and time listed in the Schedule, Section 1.2. Copies of proposals, however, will not be provided until the evaluation process has been completely closed and [an award letter has been issued/a Notice of Intent to Award has been issued] pursuant to OAR 137-047-0630. Copies of public information may be requested by any person. Proposer shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: **"This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law."** ODA shall take reasonable measures to hold in confidence all such labeled information, but is not 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 is also immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

### 3.9 Cost of Preparing Proposals

All costs incurred in preparing and submitting a Proposal in response to the RFP are the responsibility of the Proposer and will not be reimbursed by ODA.

### **3.10 Reservation of ODA Rights**

ODA reserves all rights regarding the RFP, including, without limitation, the right to:

- a. amend, delay or cancel the RFP without liability if ODA finds it is in the best interest of ODA to do so;
- b. reject any or all proposals received upon finding that it is in the best interest of ODA to do so;
- c. waive any minor informality or non-conformance with the provisions or procedures of the RFP, and seek clarification of any proposal, if required;
- d. reject any proposal that fails substantially to comply with all prescribed RFP procedures and requirements;
- e. negotiate a Statement of Work based on the Scope of Work described in Section 1.4 and negotiate separately in any manner necessary to serve the best interest of the public;
- f. amend any contracts that are a result of the RFP;
- g. engage consultants by selection or procurement independent of the RFP process or any contracts or agreements under it to perform the same or similar services; and
- h. extend any contracts that result from the RFP without an additional RFP process for up to a total of 30years, pursuant to OAR 137-047-0800.

Although price is a consideration in determining the apparent successful Proposer, the intent of the RFP is to identify a Proposer that has a level of specialized skill, knowledge and resources to perform the work described in the RFP. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in the selection process. Due to the highly technical nature of some of these tasks, the Proposer with the lowest price proposal may not necessarily be awarded a DDA. ODA reserves the sole right to determine the best proposal.

### **3.11 Contract Form**

The apparent successful Proposer will be asked to enter into negotiations leading to the execution of a Disposition and Development Agreement (DDA) following the general outline presented in Attachment B. The terms and conditions included in Attachment B and those identified in Section 4.7.3 of this RFP are subject to negotiation.

### **3.12 No Contractual Obligation**

ODA is not obligated as a result of the submission of a proposal to enter into a DDA with any Proposer, and has no financial obligation to any Proposer arising from the RFP.

## **SECTION 4: EVALUATION AND AWARD**

### **4.1 Evaluation Process**

#### **4.1.1 Evaluation Overview**

ODA shall conduct an evaluation of the proposals received in response to the RFP.

ODA shall evaluate and score all proposals on the completeness, quality, and applicability of their content in accordance with the following sections:

- 4.2: Evaluation of Minimum Requirements (Pass/Fail)
- 4.3: Evaluation of Technical Proposal (Scored)
- 4.3.1: Evaluation of Presentations, Demonstrations and Interviews (Scored)
- 4.4: Reference Checks for the Proposer's Company
- 4.5: Ranking of Proposals

Each section is explained in more detail below.

#### **4.1.2 Evaluation Committee**

ODA shall establish an evaluation committee, which may consist of ODA staff, government partners and community partners, to review, evaluate and score each proposal.

#### **4.1.3 Disqualification**

Any attempt by a Proposer to improperly influence a member of the evaluation committee during the proposal review and evaluation process will result in proposal rejection.

#### **4.2 Evaluation of Minimum Requirements (Pass/Fail)**

The evaluation committee shall review all proposals on a pass/fail basis and determine if the proposal meets the minimum proposal requirements described in Section 2.2 of the RFP. Proposer's failure to comply with the instructions or to submit a complete proposal may result in the proposal being deemed non-responsive. Only those proposals determined to responsive to the minimum requirements will be considered for further evaluation as described in Section 4.3. See the Reservation of ODA Rights in Section 3.10.

#### **4.3 Evaluation of Technical Proposal (Scored)**

The evaluation committee shall score all proposals using the quantity and quality of information described in this section. Points assigned by each evaluation committee member will be added together and divided by the total number of evaluation committee members to compute an average score for the evaluation questions.

The evaluation committee may request additional clarification from Proposers for any portion of the proposal. If a proposal is unclear, the Proposer may be asked to provide clarification. No new information or documentation may be submitted, however, and clarifications may not be used to rehabilitate a non-responsive proposal. Proposers shall remain available during the evaluation period to respond to requests for additional clarification. Proposers shall submit written signed clarification(s) within 72 hours after request (Monday-Friday) following receipt of

the request. Failure to provide clarification may result in a lower score. The evaluation committee shall assign points to its evaluation of each proposal as follows:

<u>Points possible</u>	<u>Point Basis</u>
20	Written proposal presentation – all items easily located and clearly identified
25	Proposer’s experience in providing requested supplies and services
30	Proposer’s approach and plans to meet the requirements of the RFP
25	Key persons’ qualifications (education, degrees, experience, certifications)

**4.3.1 Evaluation of Presentations, Demonstrations and Interviews.**

ODA may conduct and score presentations, demonstrations or interviews (collectively called “events”) at the discretion of ODA. If any events are conducted, the following procedures will apply. ODA reserves the right to provide further procedures, or change any of the following procedures, and if it does so, ODA shall notify the Proposer of such further procedures or changes when it notifies the Proposer of the time and date of the event.

The high-scoring Proposer(s) will be invited to provide an event to the evaluation committee. All costs associated with the event are the responsibility of the Proposer. If applicable, Proposer shall provide all audio/visual equipment necessary for the event. ODA shall provide a room equipped with a network connection; ODA is not responsible, however, if this connection fails for any reason. ODA suggests that Proposer have back-up materials (visual aids, handouts) prepared in the event of connection failure. ODA reserves the right to not reschedule any event due to technical difficulties absent extraordinary conditions.

Each Proposer will be given a maximum of 2 hours for its event. Following the event, the Proposer shall allow a maximum of 1 hour for the evaluation committee to ask questions. Each member of the evaluation committee shall award points based on his or her assessment of how well the event covered each subject area. Subject areas to be covered in the event will include, but need not be limited to:

1. Proposer’s previous experience as a master developer demonstrates success in creating a large cohesive development.
2. Proposer’s approach for the development of the airpark shows a consistency in meeting the vision of the Master Development Plan and incorporating any changes to the plan.
3. The proposed approach to the airpark development follow a short and long-term business plan that addresses timing of the specific phases of the development to include marketing and subsequent financing.
- 4.
- 5.

**Comment [PL4]:** Here are a couple for consideration or editing or deleting altogether. Possibly ODA and the Board can add some additional subject areas

**SCORING :**

The evaluation committee shall score all events. Evaluation points provided by each evaluation committee member will be added together and divided by the total number of evaluation committee members to compute an average score for the event. This average score will be combined with all other scores to arrive at a total cumulative score for the event.

#### 4.4 Reference Checks for the Proposer’s Company

Proposer shall provide references that can rate Proposer’s performance in these categories:

- a. Quality of the services provided (up to 10 points)
- b. Service provided on time within budget (up to 10 points)
- c. Responsiveness to reported problems and effectiveness in resolving problems (up to 10 points)
- d. XXXXX (up to 10 points)
- e. XXXXX (up to 10 points)

**Comment [PL5]:** Here are 3 suggested areas for consideration. Hopefully, ODA and the Board can come up with several additional categories.

ODA reserves the right to request references in addition to those provided by the Proposer, to investigate any references whether or not furnished by the Proposer, and to investigate the past performance of any Proposer. ODA’s investigation of the qualifications of a Proposer may include, but need not be limited to: successful performance of similar services; compliance with specifications and contractual obligations; completion or delivery of services on schedule; and lawful payment of suppliers, subcontractors, and workers. ODA may postpone the award or execution of the DDA after the announcement of the apparent successful Proposer in order to complete its investigation. See other Reservation of ODA’s Rights in Section 3.10.

The evaluation committee will evaluate the references using a scale of 1 to 10, with 10 being the highest score. Each Proposer may receive a maximum of 50 points from evaluation of the references (5 References x 5 questions x 2 points per question).

The committee may make up to three attempts to contact each of the reference sources. These attempts will be made during normal business hours. If the three attempts are unsuccessful, the Proposer will receive zero points for that reference source.

Each reference that is contacted and questioned will be asked questions from the categories above

#### 4.5 Ranking of Proposals

The evaluation committee shall add together the points awarded to determine the total score and ranking of each proposal.

##### 4.5.1 Responsive and Responsible Determinations

###### 4.5.1.1 Responsive

To be considered responsive, the proposal must substantially comply with all requirements of the RFP and all prescribed public solicitation procedures. In making this evaluation, ODA may waive minor informalities and irregularities. Prior to award of a DDA, ODA intends to evaluate whether the apparent successful Proposer meets the applicable standards of responsibility identified in OAR 137-047-0500. In doing so, ODA may investigate Proposer and request information in addition to that already required in the RFP, when ODA, in its sole discretion, considers it necessary or advisable.

#### **4.5.1.2 Responsible**

ODA reserves the right, pursuant to OAR 137-047-0500, to investigate and evaluate, at any time prior to award and execution of the DDA, the apparent successful Proposer's responsibility to perform the DDA. Submission of a signed proposal constitutes approval for ODA to obtain any information ODA deems necessary to conduct the evaluation. ODA shall notify the apparent successful Proposer in writing of any other documentation required, which may include but is not limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of contract performance; etc. Failure to promptly provide this information will result in proposal rejection.

ODA may postpone the award of the DDA after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility, as required under OAR 137-047-0500, will render the Proposer non-responsible and constitute grounds for offer rejection, as required under ORS 297B.100.

#### **4.5.1.3 Oregon False Claims Act.**

Each Proposer, by submitting a proposal in response to this RFP, thereby certifies that it understands that any statement or representation contained in or attached to its proposal, and any statement, representation, or application the Proposer may submit under any contract ODA may award under this RFP, that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), will be subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

### **4.6 Award Notification and Process**

#### **4.6.1 First Selection.**

Following the identification of an apparent successful Proposer, ODA may elect to notify Proposer and begin negotiations to reach an equitable DDA for the proposed development.

#### **4.6.2 Successive Selection and Rejection.**

If the apparent successful Proposer does not accept the DDA offered within 21 business days after the apparent successful Proposer's receipt of the DDA, or such later date as ODA may authorize, ODA may make another selection. All Proposers will be notified of the status of

their proposal. If all proposals are rejected, the evaluation committee shall promptly notify all Proposers. No information will be given to any Proposer (or any other individual) relative to their standing with other Proposers during the RFP process.

#### **4.6.3 Negotiation.**

In addition to the negotiation of the RFP, ODA may elect to negotiate the following terms and conditions:

- 4.6.3.1** Method of Payments
- 4.6.3.2** Term of Contract
- 4.6.3.3** Extensions
- 4.6.3.4** Indemnification
- 4.6.3.5** Termination
- 4.6.3.6** Invoicing
- 4.6.3.7** Prices
- 4.6.3.8** Units
- 4.6.3.9** Insurance
- 4.6.3.10** One Year Warranty terms and conditions beyond the minimum requirements
- 4.6.3.11** Project Phasing

Negotiations will take place within 10 days after the award notification. If mutually agreeable terms cannot be reached within a reasonable time period, as judged by ODA, then ODA reserves the right to cancel the award.

ODA shall notify every Proposer of its selection status. A Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer may protest the selection by submitting, within seven calendar days after receiving notice of the selection, a written, signed protest by U.S. Mail or courier, or by hand-delivery to the SPC at the address listed on the front page of the RFP. To be adversely affected or aggrieved, a Proposer must demonstrate that all higher ranked proposals were ineligible for selection per ORS 279B.410(1)(a) and (b). ODA will not consider a protest submitted after the deadline. Protests will be resolved according to Oregon Administrative Rules. Faxed or electronically transmitted protests will not be accepted.

#### **4.7 Reservation of Right to Use Competitive Range Evaluation Process**

ODA reserves the right to implement a competitive range process in accordance with OAR 137-047-0262(1) and incorporate within that process one or more evaluation criteria described in Section 4.3, if ODA determines that to do so is in the best interest of ODA. If ODA elects to implement the competitive range process, then before the evaluation process begins, ODA shall advise Proposers of the competitive range process to be implemented and which evaluation criteria will be incorporated within that competitive range process.

## **SECTION 5: ATTACHMENTS**

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Attachment A – Proposal Cover Sheet

Attachment B – Outline of Proposed Disposition and Development Agreement

All Attachments are incorporated into the RFP.

DRAFT

**Attachment A - Proposal Cover Sheet**

**Proposer Information**

Organization Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any contract that may result:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**Minimum Proposal Requirements: This Proposal:**

- Includes current resumes for each of the Proposers key persons.
- Meets all Minimum Proposal Requirements described in Section 2.2;**
- Addresses all Technical Proposal Requirements described in Section 2.3.

**References. Provide at least 5 business references with telephone numbers (please verify numbers) for the organization.** Business references must be able to verify the Proposer's business history and relevant experience.

Provide reference information in the format listed below:

**Reference Company [insert number]:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Internet Address:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Description of overall project, include approximate service dates:**

**Representations, Attestations, and Certifications:** The undersigned acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. No attempt has been made or will be made by the Proposer to induce any other person or organization to submit or not submit a proposal.
2. Information and prices included in this proposal will remain valid for 120 days after the proposal due date or until a contract is approved, whichever comes first.
3. This is a public document and open to public inspection.
4. The Proposer acknowledges receipt of all Addenda issued prior to the closing date listed for or amend under this RFP.
5. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
6. Proposer has an operating policy supporting equal employment opportunity and, if Proposer is an organization employing 50 or more people, Proposer has a formal equal employment opportunity program.  
Proposer has 50 or more employees:  Yes  No  
Proposer has a formal equal employment opportunity program  Yes  No
7. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
8. The Proposer shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
9. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
10. If awarded a contract, Proposer will be authorized to do business in the State of Oregon at the time of the award.
11. ODA is not liable for any claims or subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.
12. ODA is not liable for any expenses incurred by Proposer in either preparing and submitting its proposal, or in participating in the proposal evaluation/selection or contract negotiation process, if any.

13. Proposer has disclosed any other ongoing or recently completed contracts entered into with the State of Oregon.
14. Proposer has provided a statement of financial capability and evidence of ability to arrange financing for large development projects. (e.g. public-private partnerships, public development agencies, economic development agencies, etc.), including names, titles, addresses, and telephone numbers of two outside references from local or state government who have worked with the Proposer on at least one of the listed projects.
15. Proposer and Proposer's employees and agents are not included on:
  - a) the list entitled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; or
  - b) the list entitled "Current List of Designated Foreign Terrorist Organizations of the US Department of State" and currently found at <http://www.state.gov/s/ct/rls/fs/37191.htm>.
16. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal and all Addenda, if any, issued, and to execute this proposal on behalf of Proposer.

#### **Recycled Products Certification of Compliance**

Vendors must use recyclable products to the maximum extent economically feasible in the performance of the work called for in this document. ODA must use, or require persons with whom they contract with to use in the performance of the work, to the maximum extent economically feasible, recycled paper products as well as other recycled plastic resin products. (ORS 279B.270(1)(e)).

"Recycled paper" means a paper product with not less than fifty percent of its fiber weight consisting of secondary waste materials; or twenty-five percent of its fiber weight consisting of post-consumer waste. (ORS 279A.010(1)(g)).

ORS 279A.010 (1) (ii) states: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(1)(u) states: "'Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(1)(jj) states: "'Secondary waste materials' means fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include

excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

I, the undersigned duly authorized representative of the Proposer, hereby certify that the products, if any, offered in this proposal contain the following minimum percentages:

- a) \_\_\_\_ % (recycled product as defined in ORS 279A.010 (1)(ii))
- b) \_\_\_\_ % (post-consumer waste as defined in ORS 279A.010 (1)(u))
- c) \_\_\_\_ % (secondary waste materials as defined in ORS 279A.010 (1)(jj))

It is the Proposer's responsibility to provide additional signed copies of the Recycled Products Certification of Compliance for each item that contains a different percentage of recycled materials than listed above.

By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

**THIS OFFER MUST BE SIGNED IN BLUE OR BLACK INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.**

**SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:**

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

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**EXHIBIT B  
OUTLINE OF PROPOSED  
DISPOSITION & DEVELOPMENT AGREEMENT**

1. Parties
  - State (Lessor)
  - Lessee
2. Preconditions to Lessor Obligation to Close
  - Approval of Lessor's obligation to close
  - Approval of Lessee's financial capability
  - Determination of proposed development's conformance to zoning code and Master Plan
  - Approval of construction schedule
  - Approval of fire suppression system and storm water management agreement
3. Preconditions to Lessee Obligation to Close
4. Lease Term
5. Description of Initial Premises
6. Rent
7. Future Take Downs
8. Representations
9. Property Development Covenants
10. Marketing Plan and Covenants
11. Defaults
12. Remedies
13. Lessor Repurchase Rights
14. Termination of Lease
15. Site Restoration Upon Termination
16. Other