



REQUEST FOR PROPOSALS (RFP)
Port of Port Orford Seawater Delivery System

The Port of Port Orford (the "Port") is soliciting proposals from qualified firms to design, procure, and construct a Seawater Delivery System.

Copies of the Request for Proposals, contract terms, conditions and specifications may be obtained from the Port of Port Orford, PO Box 490, Port Orford, OR 97465, or from the Port Administrator's Office on the Dock. The complete RFP documents and associated addendums can be found online at <https://portofportorford.org/requests-for-proposal>. All questions pertaining to the RFP shall be directed to projects@portofportorford.org, 541.332.7121.

Proposals must be received no later than Monday, March 4, 2026, at 5:00 PM PT. Proposals not received by that time will be rejected as non-responsive and returned unopened. Proposals must be submitted in sealed envelopes and plainly marked on the outside, "Proposal for Port of Port Orford Seawater Delivery System, Attention: Port Administrator, Catherine Scobby. Proposals may be submitted by mail to Port of Port Orford, PO Box 490, Port Orford, OR 97465, or in person to the Port Administrator's Office on the Port Orford Dock (during regular hours), or emailed to projects@portofportorford.org.

No prequalification will be required for submission of a Proposal. The final Contract will be for a public work, subject to ORS 279C.800 and 279C.870.

Published Port of Port Orford Website: January 28th, 2026.
<https://portofportorford.org/requests-for-proposal/>

INTRODUCTION

I. DEFINITIONS

The terms "Port" or "Owner" throughout this document mean the Port of Port Orford. "Closing" means the Proposal submittal deadline.

“Design-Build” means a form of Procurement that results in a Public Improvement Contract in which the construction contractor also provides or obtains specified design services, participates on the Project team with the Owner, and assists with the management of both design and construction. Under the Design-Build form of contract, a single awardee provides the Owner with all personal services and construction work necessary to both design and construct the Project.

“Proposer” means the person or firm submitting a Proposal in response to this RFP.

II. RFP REVIEW

Proposers must carefully review this RFP and are responsible for knowing and understanding all terms and conditions. Any defects, ambiguities, omissions, or errors must be brought to the Port’s attention pursuant to Section XI.

PROJECT OVERVIEW

III. PROJECT VISION AND SCOPE

BACKGROUND

The Port of Port Orford, an Oregon special district, owns and manages real property on the southern Oregon coast. Part of the property, surrounded by an artificial bulkhead, extends southward and eastward into the Pacific Ocean, well beyond the beach and surf zone. Because this part of the property is immediately adjacent to the open ocean, with no nearby river or other freshwater inputs, undiluted seawater can be readily and continuously pumped ashore from this location throughout the tidal cycle. Such ready access to undiluted seawater is highly unusual on the U.S. West Coast and has significant value for a range of commercial and research uses.

Historically, seawater had been pumped ashore at the Port via a seawater intake pipe embedded in a concrete-covered groove in live rock. The intake location, on the southwest (ocean adjacent) edge of the Port property, is somewhat shielded from wave energy by an outer rock outcropping (see attached bathymetry maps from the US Army Corps of Engineers). Attachment D

The Port anticipates reusing this location, or another nearby location along the west edge, if a superior intake location is identified. State agency representatives have informally advised that the existing intake area and pipe route may be considered. The west edge of the property is the only feasible location for seawater intake; the east edge, though more protected from waves, experiences unacceptably high levels of chronic turbidity and is in the busy commercial area of the harbor.

ANTICIPATED SEAWATER USES

Live Seafood Holding/Shipping: The Port of Port Orford leads the state in both volume of live catch landed and per-pound seafood wholesale value. Ready seawater access allows catch to be held live at the Port for short periods and shipped live to markets throughout the West Coast. At least one-third of the local workforce depends on the operation of the Port Orford fishing fleet, and a significant portion of fleet operation revolves around live catch sales. Commercial fishermen are seeking access to seawater-equipped holding facilities to enhance their capacity to access specialty and direct-to-consumer markets.

Mariculture/Aquaculture: Seawater pumped at the Port was previously used for an edible algae (dulse) cultivation business that was expanding to accommodate additional sea urchin culture endeavors. This enterprise was interrupted due to lack of reliable access to seawater. It is reasonable to assume that this and additional aquaculture enterprises may locate at the Port in the future.

Research: University researchers and others regularly seek to access seawater facilities for research purposes, and are anticipated to be regular users of the system.

Innovation: The Port is seeking to accommodate innovators seeking to develop new products or initiatives that make use of the availability of seawater.

PROJECT VISION

The Port wishes to facilitate the continuation and expansion of all these uses, and to be prepared to serve additional commercial and other users of seawater. This portion of the Port's business plan, modeled on a smaller-scale version of that of a successful state-owned seawater-based research and industrial park in Hawai'i (Hawaii Ocean Science & Technology Park), requires capability for reliable service to multiple tenants on an individually metered basis, with a seawater intake and delivery system appropriate to local conditions and specific user requirements.

SYSTEM PURPOSE AND SCOPE

This Request for Proposals seeks the design and construction of a **seawater delivery system** that can serve as an operational solution for commercial fishing operations while the Port develops its comprehensive high-capacity system. The system is designed to provide reliable seawater service to support live seafood holding operations, particularly for Dungeness crab, sea urchins, groundfish, and kelp.

The system will function independently during its operational period and will subsequently serve as a backup and redundancy system once the Port's larger high-capacity seawater system is completed. This dual-purpose design ensures that the Port's investment provides both immediate value to the commercial fishing community and long-term resilience for the Port's seawater infrastructure.

PROJECT GOALS

Based on current operational requirements and future integration planning, the system

should have capacity to reliably provide up to approximately **800 gpm** of seawater with filtration consistent with applicable state and federal regulations. The Design-Builder will be expected to refine this estimate based on further investigation of current and potential users' needs within the established project budget.

The system should:

- Maximize ease of operation and maintenance
- Minimize cost of service per gallon delivered
- Consider metering requirements

The locations and construction methods for any enclosures for pumps and controls must meet FEMA flood zone requirements. The Design-Builder should optimize system design to balance immediate operational needs with long-term infrastructure value, recognizing that this system represents a critical component of the Port's comprehensive seawater delivery strategy.

System Concept – Intake, Distribution, and Discharge (see map - attachment E)

The system shall be **conceptually guided** by the following principles, subject to detailed engineering analysis:

- The **intake is the primary engineered element** of the system
- Intake designed for reliable, long-term performance under verified site conditions
- Intake geometry, velocities, and screening designed to protect aquatic life (in accordance with NOAA specifications) and system stability
- Conveyance, pumping, and piping designed to support intake performance
- Volume prioritized over pressure
- Operating pressure sufficient for stable conveyance
- Treatment using intake screening and coarse debris exclusion
- **Distribution to Port-owned dock** to provide:
 - Additional access points
 - Operational flexibility
 - Future expansion without major rework
- Valved connection points for present and future users

These principles establish **intent only** and do not constitute a fixed design.

Energy, Mechanical, and System Protection Goals

The Port prioritizes **mechanical simplicity, energy efficiency, and long-term durability.**

Proposals shall:

- Minimize electrical demand and pump head
- Favor passive and physical design solutions
- Quantify energy use per unit volume
- Eliminate single points of failure through built-in redundancy

- Maintain hydraulic stability and biological protection (NOAA/ODFW compliant)

INTEGRATION WITH PORT DEVELOPMENT

This seawater system is one component of the Port's broader infrastructure development strategy. The system must be designed with awareness of and compatibility with:

- The Port's Energy Transition and Infrastructure Planning Program (ETIPP), which is developing microgrid capabilities and renewable energy systems
- Future high-capacity seawater system planning, for which this system will serve as backup infrastructure
- Tenant workspace development to accommodate commercial fishing operations, aquaculture enterprises, research facilities, and innovation activities
- Natural hazard mitigation planning and coastal resilience considerations

Design-Builders should consider these broader development initiatives when planning system configuration, electrical requirements, control systems, and expansion capabilities.

This project aims to meet the urgent and immediate need for undiluted seawater access among various businesses and organizations operating within the Port's vicinity.

The Seawater Delivery System will serve as an interim solution until the Port's planned High-Capacity Seawater Delivery System is developed and constructed as part of the Port Orford Seafood Hub, and will serve as a supplemental and backup system thereafter.

The Port's Seawater Delivery System is intended to provide access to undiluted sea water to support current and planned operations requiring this resource. These include but are not limited to the holding of live fish and other organisms for commercial, aquaculture, retail, and research purposes. The proposed system must be capable of providing flow through seawater access, as well as filtration prior to discharge that meets applicable State and Federal standards.

IV. PROJECT BUDGET

The total budget for this project is \$500,000, allocated as follows:

Design, Engineering, Managing, Permitting: \$118,000

1. Design and Engineering Services

Professional engineering for dual pump system design, intake structure, electrical design,

fish screening compliance (NOAA/NMFS), structural calculations, and permit-ready construction drawings.

2. Permitting and Agency Coordination

U.S. Army Corps of Engineers NWP 7, DEQ water quality certification and discharge permit, Department of State Lands removal-fill permit, ODFW fish screening consultation, environmental assessments.

3. Project Management

Experienced contractor for equipment sourcing, planning, contractor coordination, schedule management, budget oversight, and Port liaison.

Seawater pumping and distribution system, site work, structure: \$368,000

4. Seawater Pumps, Installation, and Controls

Two pumps (duty/standby configuration), variable frequency drives, control panel with monitoring and auto-switchover, pressure sensors.

5. Intake System Installation

Underwater intake structure, fish screening structure (NOAA complaint), pump mounting rails and guides, diver access, discharge piping, marine construction labor (diving work), structural anchoring.

6. Site Work and Electrical

Site preparation and grading, electrical service upgrade, electrical distribution to pumps and equipment, concrete foundations for tanks, drainage infrastructure.

7. Distribution Lines and Outflow

Sufficient to accomplish project objectives for up to 25,000 gallon holding capacity system. Permitted ocean outfall structure.

8. Holding Capacity Equipment

Holding capacity equipment to hold a minimum of 25,000 gallon total capacity for when the pump is down for maintenance.

Contingency: \$14,000

9. Contingency

Marine construction contingency for weather delays and subsurface variables, change orders for field modifications, system testing and commissioning, initial spare parts inventory, operator training.

Deviations or modifications to the budget structure should be clearly explained and justified.

V. PROJECT TASKS

The selected firm will be responsible for the following tasks:

10. System Design: Develop a comprehensive design for the Seawater Delivery System, including a seawater pump ashore, distribution, and discharge infrastructure.
11. Permitting: With the Port, obtain all necessary permits and approvals required for the project's construction and operation.
12. Procurement: Source and procure all required materials, equipment, and components for the system's installation.
13. Construction: Undertake the construction and installation of the Seawater Delivery System, including the seawater pump(s), and distribution infrastructure.
14. Testing and Commissioning: Conduct thorough testing and commissioning of the installed system to ensure proper functionality and compliance with design specifications.
15. Documentation: Provide comprehensive documentation, including as-built drawings, operation and maintenance manuals, and training for Port personnel and users.

Seawater Ice Production (Optional Component - separable and independent from the seawater delivery system)

Proposers may, but are not required to, include in the scope of this project: a seawater ice production system that utilizes seawater pumped ashore in a manner complementary to the design concepts above. Design, procurement, installation, and commissioning of this optional capacity should be presented as a separate addendum. The approval of this optional scope item is at the Port's sole discretion.

The optional ice production system should be designed to integrate with the main seawater delivery system and include all necessary components such as ice-making equipment, storage capacity, and distribution infrastructure. This component will be considered optional, and the Port reserves the right to include or exclude it from the final contract at any time prior to contract execution.

Proposers must provide:

- Technical specifications for proposed ice production equipment

- Integration approach with the main seawater delivery system
- Separate cost breakdown for the ice production component
- Any impact on the overall project schedule

Inclusion of this optional component shall not exceed the total project budget of \$500,000.

Discharge / Sediment Management Considerations (Optional Component)

Proposers may identify **optional concepts** whereby system discharge or return flows could provide **beneficial secondary effects**, such as localized sediment movement or maintenance dredging support, provided such concepts are environmentally appropriate and do not compromise primary system performance or permitting requirements.

Any such concepts shall be clearly identified as **optional** and shall not be assumed as part of the base scope.

VI. PROJECT OBJECTIVES

The primary objectives of the Seawater Delivery System project are:

16. Provide immediate access to undiluted seawater for current and prospective users, including live fish buyers, seafood processors, aquaculture businesses, commercial fishermen, researchers, and others.
17. Serve as a backup system for the future High-Capacity Seawater Delivery System, ensuring redundancy and uninterrupted service.
18. Facilitate economic growth and support the development of the Port's working waterfront by enabling seawater-dependent businesses and activities.
19. Expedite the permitting and preliminary work required for the upcoming High-Capacity Seawater Delivery System project.

VII. PORT REPRESENTATIVE

The Port representative for the project is Catherine Scobby, Port Administrator, Port of Port Orford, PO Box 490, Email: c.scobby@portofportorford.org, Phone 541.366.0872, or designee.

VIII. RFP SCHEDULE

While the Port reserves the right to deviate from this schedule, milestones for the

selection process are set forth below and will be followed to the extent reasonably possible*.

MILESTONE	DATE	NOTES
RFP Publication	January 29, 2026	Official RFP release date
Pre-Bid Walk-Through	February 11, 2026	2 weeks from publication
Deadline for Questions	February 18, 2026	3 weeks from publication
Deadline for Proposal Submission	March 4, 2026	5 weeks from publication
Contractor Selection & Award	March 25, 2026	3 weeks after submission
Notice to Proceed (NTP)	April 1, 2026	1 week after contract award
Design Phase (30% Completion)	No later than May 1, 2026	Permit applications begin by this milestone
Design Phase (60% Completion)	No later than May 25, 2026	Progress review and adjustments
Design Phase (100% Completion)	June 15, 2026	2.5 months from NTP
Permit Approvals Target	No later than August 1, 2026	Critical path: must be complete before construction
Construction Begins	September 1, 2026	As early as; 5 months from NTP
Construction Midpoint Review	October 15, 2026	Progress review and adjustments
Substantial Completion Target	December 15, 2026	System operational; punch list items remain
Final Completion & Commissioning	January 15, 2027	FIRM DEADLINE - Liquidated damages apply after this date

The Port reserves the right to interview one or more of the Proposers before finalizing selection.

INSTRUCTIONS TO PROPOSERS

IX. PROPOSAL FORM AND CONTENTS

Proposers must submit:

- a. Cover Letter
 - Introduce the Proposal, highlight any special features of the Proposal, and summarize the key provisions of the Proposal.

- Include the name, phone number and email for a single point of contact within the Proposer's organization for all phases of this Project.
 - Should be signed by a representative of the Proposer who has the authority to bind the Proposer.
- b. Eight (8) complete hard copies of the Proposal, including content addressing all criteria of this RFP. One (1) electronic copy in pdf format. One (1) set of Signed Originals shall be included and clearly identified as such.
 - c. If applicable, an explicit statement, identified as an exception, that Proposer is unable or unwilling to meet particular identified Port requirements. An alternative to excepted requirements must be submitted. The Port will not negotiate provisions not identified in strict compliance with this requirement.
 - d. A signed Proposer's Response Form, as set forth in Attachment A, and all other required submissions.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals carrying orders or qualifications may be rejected as irregular. All Proposals shall be signed in ink in the blank spaces provided on the accompanying attachments. If the Proposal is made by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is made by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the Proposer.

Proposals must be submitted as set forth on the cover page of this RFP and following the instructions of this document. No responsibility will be attached to any official of the Port for the premature opening of, or the failure to open, a Proposal not properly addressed and identified.

Proposals will be opened and recorded immediately following Closing. The number of Proposals received, the identity of Proposers, and the contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Additionally, Proposals should include the following components:

20. Firm Qualifications: Provide detailed information about the firm's experience in designing, constructing, and installing seawater delivery systems or similar infrastructure projects.

21. **Project Team:** Identify the key personnel who will be assigned to the project, including their roles, qualifications, and relevant experience.
22. **Technical Approach:** Describe the proposed technical approach, methodologies, and strategies for system design, permitting, procurement, construction, testing, and commissioning.
23. **Project Schedule:** Provide a detailed project schedule outlining key milestones, tasks, and anticipated completion dates.
24. **Cost Proposal:** Submit a detailed cost proposal, including a breakdown of all anticipated expenses, such as labor, materials, equipment, and any additional costs.
25. **References:** Provide at least three references from previous clients for similar projects, including contact information.

X. COST ESTIMATES AND BUDGET

The Port seeks a responsive Proposer who submits a Proposal that provides sufficient detail to allow the Port to assess the potential cost of construction for the Port's Seawater Delivery System. Proposers should provide a detailed cost breakdown of their proposed solution, aligning with the provided budget allocations in Section IV. Proposals that exceed the total budget of \$500,000 will not be considered. Any deviations or modifications to the budget structure should be clearly explained and justified.

The Port expects to execute a final contract (Contract) in the form attached as Attachment D (Draft Design-Build Agreement). The Port seeks a response that includes prices and projected costs of the design and construction phases, in units that can be translated into information that supports the selection of a Proposer. The Port seeks Proposals in which detailed pricing is provided outlining anticipated costs for the complete project.

XI. RFP PROTEST, REQUEST FOR CHANGE, AND CLARIFICATIONS

Proposers may submit a written protest of anything contained in this RFP and may question or request a change to any provision, specification or Contract term contained in the RFP no later than ten (10) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications, or Contract terms. The Port will not consider any protest or request for change that is submitted after the submission deadline. Protests shall be delivered to the Port by

email to projects@portofportorford.org, or hand delivered to the Port Office at 300 Dock Road. Any changes to this RFP will be made via addendum.

Interpretations or clarifications considered necessary in response to such questions and requests will be issued by addendum. Only answers issued by addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

Any Proposals may be withdrawn prior to opening, pursuant to OAR 137-049-0320(2). Submitted Proposals shall be valid for at least thirty (30) days after RFP Closing.

Any Proposer may modify its Proposal by registered communication at any time prior to the scheduled Closing time for receipt of Proposals, provided such communication is received prior to the Closing time and subject to OAR 137-049-0320(1).

Any evidence of collusion between Proposers may constitute a cause for rejection of any Proposals so affected. The Port reserves the right to accept or reject any or all Proposals. Only one Proposal will be accepted from any one firm or association.

Statements by Port staff or its representatives are not binding on the Port, unless confirmed by written addendum. Addenda will issue and Proposers shall receive addenda per OAR 137-049-0250, and as follows: The Port will not mail notice of addenda but will publish notice of any addenda at <https://portofportorford.org/>. Proposers should frequently check the Port's website until Closing (i.e., at least once weekly until the week of Closing, and at least once daily the week of the Closing period).

Failure of any Proposer to receive any such addenda shall not relieve such Proposer from any obligation under this RFP. All addenda so issued shall become as much a part of the RFP, as if bound herein.

XXII. PREPARATION OF PROPOSALS

Proposers are expected to examine the specifications, schedules and all instructions, and are responsible for all costs associated with responding to this RFP. The Port is not responsible for any Proposer expenses associated with this RFP.

XXIII. NOTICE OF INTENT TO AWARD, PROTEST OF AWARD

The Port shall provide a written Notice of Intent to Award at least seven (7) days before awarding the contract. The Port's Notice may set conditions on its intended award, including timelines for performance. If conditions are not met as required, the Port reserves the right to withdraw its Notice and reissue another to the next ranked

Proposer, and so on, with each Notice initiating a new seven (7) day period prior to final award.

The award by the Port Commission of the contract shall constitute a final decision of the Port to award the contract, if no written protest of the award is filed pursuant to OAR 137-049-0450 with the Port within seven (7) calendar days from the Notice of Intent to Award. If a timely protest is filed, the award is a final decision of the Port only upon issuance of a written decision resolving the protest and affirming or modifying the award. Any modification shall be accompanied by a notice providing for additional protests. The award and any written decision denying a protest shall be sent to every Proposer who provided an address. The Port will not entertain a protest submitted after the time period established in this RFP.

XIV. OWNERSHIP AND CONFIDENTIALITY OF PROPOSALS

Any material submitted by a Proposer shall become the property of the Port. The Port is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the Port to disclose all records generated or received in the transaction of Port business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. The Port may withhold from disclosure confidential information pursuant to ORS 192.501 or 192.502, if Proposer marks all pages containing the records exempt from disclosure “confidential” and segregates such pages from the rest of the Proposal. The Port reserves the right to disclose information that the Port determines, in its sole discretion, is not exempt from disclosure or that the Port is directed to disclose by the District’s Attorney, the D.A., or a court of competent jurisdiction. Prior to disclosing such information, the Port will notify the Proposer.

XV. RESERVED RIGHTS

The Port reserves the right:

- a. To reject any Proposal not in compliance with all prescribed public bidding procedures and requirements.
- b. To reject for good cause any or all Proposals upon the Port’s written finding that it is in the public interest to do so.
- c. To reject any and all Proposals not meeting or differing from the specifications set forth herein, including but not limited to unacceptable Proposal exceptions or a proposer’s failure to provide all requested information.

- d. To waive any or all informalities, deficiencies or irregularities in a Proposal and accept and review a non-conforming Proposal.
- e. To consider the competency and responsibility of Proposers in making any awards.
- f. In the event that two or more Proposals are identical in price, qualifications and availability, award shall be made in accordance with OAR 137-046-0300.
- g. In the event any Proposer or Proposers to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and manner herein after specified, to re-award the contract to another Proposer or Proposers.
- h. To hold the three most responsive Proposals under consideration until the final award is made, provided that the Port shall award the contract within 30 days after the Proposal opening date.
- i. To cancel, withdraw, postpone or extend this RFP, in whole or in part, at any time prior to the execution of the Contract, without incurring any obligations or liabilities.
- j. Seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring criteria.
- k. Negotiate a final Contract that is in the best interest of the Port.

XVI. NEGOTIATION

The Port may negotiate specification modifications and the contract price, including any proposed partnership arrangements, as permitted by the Port's public contracting rules.

XVII. BONDS: PERFORMANCE, PAYMENT, AND PUBLIC WORKS

Pursuant to OAR 137-049-0460 and ORS 279C:

- a. Performance and Payment Bonds. Pursuant to ORS 279C.380, the Contractor shall furnish bonds in the form attached to the Draft Design-Build Agreement (Attachment D), covering the faithful performance of the Contract and payment of obligations arising thereunder. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The

bonding company shall be listed on the most current US Government Treasury list, Department Circular 570 or approved prior to Contract execution by the Port. The cost of the Bond shall be included in the Phase 2, Contract Sum. The amount of each Bond shall be equal to 100 percent of the Contract Sum. A Proposer's inability to adhere to these requirements may be grounds for rejection of an intended Awardee.

b. Public Works Bond.

i. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect shall be provided to the Port prior to Contract signing, after the award of this RFP.

ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.

iii. Certain exemptions from the bond requirements exist for certified disadvantaged, minority, women or emerging small business enterprises. It is the Contractor's responsibility to notify the Port if an exemption applies to the Contractor.

iv. The Public Works Bond shall be furnished by a surety company authorized to do business in Oregon

c. Time for Submission. The apparent successful Proposer shall promptly furnish the required performance security upon the Port's request. If the Proposer fails to furnish the security as requested, the Port may reject the Proposal and award the Contract to the next highest ranked Proposer. Terms and requirements of this subsection are subject to the provisions of Attachment D, as set forth therein, or as subsequently negotiated by the Port and the selected Proposer.

d. Awardee is required to carry and provide proof of error and omission insurance.

XVIII. BOLI/PWR REQUIREMENTS

No Proposal will be received or considered by the Port unless the Proposal contains a statement by the Proposer as part of its Proposal that "Proposer agrees to be bound

by and will comply with the provisions of ORS 279C.840 or 40 U.S.C. 3141 et seq.”

XIX. CONTRACT TERMS AND CONDITIONS

The Proposer understands that neither this RFP, nor any Proposal submitted, shall constitute a contract with the Port. However, any Proposal submitted indicates Proposer’s intent to be bound by the terms and conditions of this RFP, the Draft Design-Build Agreement contained in Attachment D, and the submitted Proposal.

Attachment D contains the anticipated Draft Design-Build Agreement. The final Design-Build Agreement will conform to Attachment D. Nevertheless, Proposers are advised that the Port, in its sole discretion, may change the Draft Design-Build Agreement through an Addendum, or as negotiated after tentative award and prior to execution of the final Design-Build Agreement.

EVALUATION PROCESS

Only those Proposals providing sufficient information for the Port to evaluate the criteria set forth in Section XX will be deemed responsive. Award will be made to the Proposer whose Proposal will serve the best interests of the Port, as determined by the highest scoring Proposal.

XX. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

Firm Qualifications and Experience (25 points): The Port will evaluate your company's demonstrated track record in designing and constructing seawater delivery systems or similar marine infrastructure projects, looking for relevant experience that shows you understand the unique challenges of handling corrosive seawater, meeting environmental discharge standards, and working in coastal environments.

Technical Approach and Methodology (25 points): The Port seeks a comprehensive technical solution that addresses all project components—from seawater intake and pumping systems to filtration, temperature control, and compliant discharge—with clear methodologies for design, permitting, procurement, construction, testing, and commissioning that demonstrate feasibility within the \$500,000 budget.

Project Team Qualifications (20 points): The Port will assess the expertise and relevant experience of your key personnel, including project managers, engineers, and

construction leads, evaluating whether your team has the specific skills needed for marine construction, environmental compliance, and systems integration in a working port environment.

Project Schedule and Delivery Timeline (15 points): The Port expects a realistic schedule that meets the aggressive timeline requirements while allowing adequate time for permitting, procurement, and proper system testing and commissioning.

Cost Proposal (15 points): The Port will evaluate whether your detailed cost breakdown aligns with the specified budget allocations, demonstrates value for money, and includes all necessary project components without exceeding the total \$500,000 budget limit.

XXI. SELECTION AND NEGOTIATION

All responsive Proposals will be reviewed. If the Port does not cancel the RFP after it receives the results of the scoring and ranking for each Proposer, the Port reserves the right to begin negotiating terms or modifications to the attached Draft Design-Build Agreement with the highest-ranked Proposer following the evaluation and interview (if conducted) process.

The Port shall direct negotiations toward obtaining written agreement on:

- a. The Proposer's performance obligations and performance schedule;
- b. Payment methodology and a maximum amount payable to the Proposer for design, material and construction costs of the Project; and
- c. Any other provisions the Port believes to be in the District's best interest to negotiate.

The Port shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if the Port and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Port may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract.

The Evaluation Committee shall make the initial decision concerning selection of a Contractor and shall issue the notice of intent to award, pending Port Commission final award.

If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the Port may cancel this RFP. Nothing in this RFP precludes the Port

from rejecting any and all Proposals or from proceeding with a new procurement method for the same Services.

XXII. AWARDEE

It is anticipated that a tentative contract awardee will be announced in writing to each Proposer within thirty (30) days from the date of opening. The announcement is for procedural purposes only and does not create any contractual rights in the tentative Awardee. The Port will not be bound to the tentative contract awardee until a contract has been executed by the Port, following close of the period for submitting protests and Port Commission award and authorization to sign the final Contract.

XXIII. ATTACHMENTS

- Attachment A: Proposer's Response Form
- Attachment B: Fee and Hourly Rates Sheet
- Attachment C: Material and Supplies Cost Estimates
- Attachment D: Draft Design-Build Agreement
- Attachment E: Site Map with Project Location

THIS RFP IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

ATTACHMENT A

PROPOSER'S RESPONSE FORM

Submitted by:

Address:

Date:

Phone number:

Fax:

E-Mail:

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related Proposal documents and read the instruction and conditions, and hereby proposes to furnish design and construction services in accordance with the Proposal documents herein, for the price set forth in the Proposal submittal attached hereto, and forming a part of this Proposal.

The Proposer, by their signature below, hereby represents as follows:

(a) That no Commissioner, officer, agent or employee of Port is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the Port, its Commissioners, officers, agents, or employees has induced Proposer to enter into this contract and the papers made a part hereof by its terms;

1. The Proposer represents that Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required.

The Proposer agrees that this Proposal may not be revoked or withdrawn for sixty (60) calendar days after the date on which Proposals are received.

2. Contract Execution; Performance Bond. If this Proposal is accepted, the Proposer agrees that it will, within ten (10) calendar days after having received the Notice of Award, execute and return to the Port the Contract in the form included in the Contract Documents and will, at or before that time, deliver all required insurance documentation. Performance and Payment Bonds for Phase 2 Services will be provided per the Contract.
3. Addenda. The Proposer acknowledges that it has received the following Addenda No(s): ___ and agrees that all addenda issued are a part of the Contract Documents and have been considered in preparing this Proposal.

(Proposer: insert the number of each addendum received; if no addenda were received, write "NONE" in the space.)

(b) The Proposer and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer agrees to accept as full payment for the services specified herein, a Guaranteed Maximum Price of \$_____, representing \$_____ for Phase I work and \$_____ for Phase II work, based upon the fees and hourly rates provided with this Proposal.

(d) Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by or that employs a veteran as defined in ORS 408.225.

(e) The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

(f) Proposer is a resident Proposer, as defined in ORS 279A.120. If not a resident,

Proposer, Proposer's resident state is _____.

(g) Proposer agrees to be bound by and will comply with provisions of ORS 279C.840 or 40

U.S.C. 3141 et seq..

(h) Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.

(i) Proposer certifies that he or she has read and understands all terms and conditions of this solicitation.

(j) Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.

(k) Proposer acknowledges receipt of the following Addenda:

(If Sole Proprietor or Partnership) In witness hereto, the undersigned has set his (its) hand this _____ day of __, 20____.

Name of Firm

Signature of

Proposer

(If Corporation) In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this day of _____, 20____.

Name of Corporation

By

Titl

e

CONTRACT MANAGER:

Name Title:

Telephone number:

ATTACHMENT B
FEE AND HOURLY RATES SHEET

Design Builder Fee & Hourly Rates

By: _____ Proposer

Name Design-Build Hourly Rate Schedule

Design

Engineer	
Engineering Lead	
Project Manager	
Designer	
Support Staff	

Construction (include only applicable)

Straight Time

Overtime

Construction (include only applicable)	Straight Time	Overtime
Project Manager		