

**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES**  
**FOR**  
**GILHAM ELEMENTARY SCHOOL**

**Prepared by:**  
**Facilities Management**  
**Lane County School District No. 4J**  
**Eugene Oregon**

**Date Issued: March 17, 2020**

**RFP Due Date: April 7, 2020, 11:00AM**

**Mailing Address: Facilities Management**  
**715 West 4<sup>th</sup> Ave,**  
**Eugene OR 97402**

**REQUEST FOR PROPOSALS (RFP)  
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES  
FOR GILHAM ELEMENTARY SCHOOL**

**ADVERTISEMENT**

The Lane County School District 4J (District) is requesting sealed Requests for Proposals (RFP) from qualified firms licensed in Oregon to provide Construction Manager/General Contractor (CM/GC) services for the construction of an addition to Gilham Elementary School along with miscellaneous remodels to the existing school at 3307 Honeywood Street, Eugene, OR 97408. The District, the Architect, their team and the selected CM/GC will all be active members of the project team throughout the design and construction of Gilham Elementary School. This RFP is for CM/GC services during both the pre-construction and construction phases of the new addition and remodel of this existing elementary school. Work may include but is not limited to design review, planning, scheduling, cost estimating, life-cycle cost-engineering, value-engineering, constructability reviews, construction sequencing options, site logistics and the CM/GC will also serve as general contractor for the project, at-risk. The budgeted direct construction amount is \$5,600,000.

Requests for Proposals (RFP) may be obtained on the District's website at [www.4j.lane.edu](http://www.4j.lane.edu) Submitters must check the District website for all current solicitation documents and any potential addenda.

A non-mandatory site visit is scheduled for Friday March 24, 2020 @ 3:30. Please meet at the main office of Gilham Elementary School. The address is 3307 Honeywood Street, Eugene, OR 97408.

Submittals are due at 11:00 AM, April 7, 2020 at Lane County School District 4J, Facilities Management, Attention: Diana McElhinney, 715 West Fourth Avenue, Eugene Oregon 97402. Late submittals will not be accepted.

School District 4J reserves the right to (1) reject any or all Bids not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of bid opening, (3) waive informalities in the Bids, (4) select the Bid which appears to be in the best interest of the District, or (5) reject any or all bids. All Submitters are required to comply with Oregon Revised Statutes and District Board Policy. Submittals will not be accepted from Submitters who fail to certify to non-discrimination in employment practices or identify resident status.

Date: March 17, 2020

By: Diana McElhinney

Published: Daily Journal of Commerce

Oregon Public Information Network (ORPIN) <https://orpin.oregon.gov/>

Eugene School District 4J <https://www.4j.lane.edu/>

Posted: Education Center Admin Building, 200 North Monroe, Eugene OR 97402

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**TABLE OF CONTENTS**

Part 1	Table of Contents	Page 3
Part 2	Project Description	Page 4
Part 3	Scope of Services	Page 5
Part 4	Contract Requirements	Page 10
Part 5	Submittal Requirements	Page 13
Part 6	Selection Process	Page 18
Part 7	Miscellaneous Provisions	Page 20
Part 8	Certification and Contract Offer	Page 24
APPENDIX 1	Proposal Forms and Template	
APPENDIX 2	Aerial photo and construction phases diagram	
APPENDIX 3:	Draft A133-2009	
APPENDIX 4:	Draft A201-2007	
APPENDIX 5:	Cost / Fee Matrix	

## **Part 2 – Project Description**

The District intends to employ a CM/GC firm in accordance with ORS 279A.065 that shall provide all professional services as defined herein, in connection with the construction of Gilham Elementary School during both the pre-construction and construction phases of the project. Work may include but is not limited to design program review, planning, design review, scheduling, cost estimating, life-cycle cost-engineering, value-engineering, constructability reviews, construction sequencing options and the CM/GC will also serve as general contractor for the project, at-risk.

The CM/GC is being selected early in the project to help ensure the design team has the data, logistics, experience and expertise necessary for the design and construction these additions and renovations to the fully functioning and operational Gilham Elementary School. CM/GC shall assist in producing a timely and economical project.

Gilham Elementary School located at 3307 Honeywood Street, Eugene, OR 97408 is a neighborhood school which offers an atmosphere of high academic standards and unprecedented community involvement, providing an enthusiastic and progressive educational environment. Parents and staff partner to encourage success and take pride in academic excellence. In addition to strong core programs, we also include technology, library, music, PE and school-wide recycling. Parents are a vital part of our success and spend extensive hours volunteering. We value a curriculum that is relevant, engaging, culturally diverse and child-centered. We value an environment that is emotionally and physically safe, supportive of home, school and community relationships, where learning is authentic and connected, and where each child feels valued, worthy and invested.

In May 2013 Eugene voters approved a School Bond Measure that included connecting separate classroom buildings with indoor hallways, new restrooms, accessibility upgrades, and additional classroom space to accommodate full-day Kindergarten. Additional needs were discovered during the Master Plan process necessary for Gilham ES necessary to align with long-range facilities plans and meet future capacity expectations. The recommendations of the Master Plan exceed the 2013 bond measure allocation and a phased approach was undertaken to complete the work. A two phased approach to the work was recommended.

The two phases of work represent the priorities and capacity needs of Gilham Elementary School. Phase I addressed the items listed in the 2013 bond measure, as well as safety and security needs that developed during the master planning process. An open Multi-Purpose addition in Phase 1 as well as the remodeled computer lab accommodated the school's immediate capacity needs.

Future capacity needs are addressed in this current phase of the project with the addition of a new classroom "neighborhood, flex spaces, gym expansion and security fencing. See construction phases diagram in APPENDIX 2.

In November 2018, the community approved a bond measure that includes a project for the replacement of the existing Gilham Elementary School. In order to prepare for the design and construction of the new High School, the District has undertaken these activities:

1. Updated the District's Educational Specifications.
2. Held Community Workshops to provide the framework for the design of each of the new 4J schools.
3. Updated District Technical Specifications for materials and systems that should be used as the basis of design for new facilities.
4. Solicited and contracted with an Architectural Firm to manage and coordinate the design of the project and provide Construction Administration (CA) services through construction completion.

### **Part 3 – Scope of Services**

#### **3.1 Project Schedule**

##### **A. CM/GC Selection Process Schedule**

- Publish RFP \_\_\_\_\_ March 17, 2020
- Non-mandatory pre-proposal walk-through \_\_\_\_\_ March 24, 2020, 3:30 PM
- Last Date for Questions Submitted \_\_\_\_\_ March 27, 2020, 11:00 AM
- Last Date for Addenda Issue \_\_\_\_\_ April 2, 2020
- Submittals Due \_\_\_\_\_ April 7, 2020, 11AM
- Notification of Interviews (if needed) \_\_\_\_\_ April 10, 2020
- Interviews (if needed) \_\_\_\_\_ April 17, 2020, 1-5 PM
- Notice of Intent to Award \_\_\_\_\_ April 21, 2020

##### **B. CM/GC Services Schedule Overview - While the District reserves the right to modify the schedule, the estimated schedule from date of Notice to Proceed is:**

- Award/ Contract \_\_\_\_\_ April 29, 2020
- CM/GC Pre-Construction, Permitting and Construction schedule shall be determined and finalized as a team in order to determine the feasibility, desirability, advantages and disadvantages of working while school is in session vs. work in summers and school breaks.
- Substantial Completion \_\_\_\_\_ July 31, 2022

#### **3.2 General CM/GC Services**

A. The CM/GC shall participate during all phases of the design and construction process as a member of the Project Team with the Owner, Architect, and other project consultants. The CM/GC shall be skilled in all aspects of the project, including scheduling, estimating, value engineering, constructability analysis and review. Further, the CM/GC shall be familiar with local labor and subcontracting conditions and working with subcontractors to generate viable pricing alternatives. Demonstrate a knowledge of construction materials, methods and techniques,

documentation, coordination/communication techniques and skill in construction management, site logistics and general contracting.

B. The CM/GC firm will provide the District with pre-construction services, construction management and general contracting services. The CM/GC shall provide:

1. Expertise in cost estimates at all levels of design and in determining, managing and implementing strategies for construction cost containment, life cycle cost engineering, value engineering, determining constructability and timely procurement. Skills to help ensure a completed project within budget.
2. Experience with construction scheduling, logistical leadership, and safety and security and hazard/risk mitigation. Assist with the planning, design, scheduling and advising on alternative construction options and sequencing of work throughout the life of the project. Skills to help ensure a completed project on schedule.
3. Regular attendance and participation in project meetings held every two weeks in Eugene and facilitated by the Architect.
4. Participation in decisions regarding materials, means and methods, equipment, systems, scheduling, phasing, site logistics, and constructability in order that the project is designed and constructed efficiently and that an approved GMP is reached.
5. Obtain or assist in obtaining all permits necessary for construction of the Project.
6. Provide timely and accurate information.
7. General contracting services, fully at-risk for the construction of the Project in accordance with the requirements of the Contract Documents, except to the extent work is specifically indicated as the responsibility of others.
8. Subcontractor selection and coordination, bidding and procurement per requirements of ORS 279.C. and 4J District policies and general construction processes.
9. Coordinate and manage the construction process as a collaborative member of the Project Team as a firm skilled in all aspects typical for a general contractor and construction manager. Including but not limited to; developing Critical Path Method (CPM) schedules, preparing construction estimates, performing value engineering and life-cycle cost studies, analyzing alternative designs, studying labor conditions.
10. Maintain constant coordination and communication throughout the design and construction phases to all members of the Project Team.

C. As part of your RFP response, provide recommendations to the owner on aspects of the best way to meet the District's adopted "Statement of Values: Community Benefits of Construction Project". These values include:

- Incorporating sustainability and resiliency objectives in design and construction.
- Employing local businesses, contractors and workers
- Providing jobs that pay prevailing wages
- Valuing diversity and equity in all workplaces and
- Supporting learning opportunities for students and community members

D. Work to be done according to an approved schedule; the CM/GC will provide the District with a guaranteed maximum price (GMP) for the actual construction work.

The current construction cost estimate is \$5,600,000. The District will not pay any amount that exceeds the guaranteed maximum price unless the amount results from material changes to the scope of work set forth in the public improvement contract and the parties to the public improvement contract agree in writing to the material changes.

Note: Any saving the CM/GC realizes in performing this work will accrue to the Eugene 4J School District per ORS 279C.337(2)(e).

### **3.3 Preconstruction Phase**

- A. The CM/GC Preconstruction Services include, but are not limited to the following:
1. Evaluation of the existing school and masterplan.
    - a) Focus on development of both a logistics plan and proposed schedule. These will serve as a guideline for the design team to develop a project that allows for the construction and renovation required by this project to take place while Gilham continues to operate with as few inconveniences to operations as possible.
    - b) Participation as part of the project team, help in achieving the District's masterplan and program through schematic design, design development and development of construction documents. Maintain a focus to maximize constructability and minimize construction impacts to the ongoing operation of the school.
  2. Design Review
    - a) Investigate and understand existing site conditions.
      - i. Ensure site conditions are properly represented, considered and addressed in preparation of the design documents. An aerial photograph and school phasing plan is included in APPENDIX 2.
      - ii. Document existing condition of the project area including the access routes, surrounding streets and existing site features and fixtures that are to be retained.
    - b) Advising and assessing on all aspects of the school's planning, design, constructability and site logistics issues, providing guidance to the Team.
    - c) Assist designers with ideas and opportunities to maximize project sustainability and energy efficiency. The project will be a LEED Silver design equivalent. The design team will provide LEED tracking through SD. The project will not submit for LEED Certification.
    - d) Provide quality assurance/quality control (QA/QC) and constructability reviews on a regular and ongoing basis. Provide advice on construction feasibility, alternative materials and availability and alternative means and methods.
    - e) Participate with the Owner and Architect on the review of plans and specification from all building disciplines for completeness, proper detailing, and compliance to program, code and other regulatory requirements.
  3. Schedule
    - f) Work with the Owner and Architect to generate, monitor and update project schedules. Recommend alterations and adjustments to designs and construction

document packages along with proposed alternative schedules to ensure timely completion of all phases of work.

- g) Recommend effective division of work to take full advantage of the local bidding environment, weather conditions, availability of subcontractors and trade workers to ensure the project is complete in a timely, cost effective manner.
  - h) Identify phasing, sequencing and scheduling issues and ways to work within or around school schedules to minimize impacts to the operating school and delays in construction. Identifying the Critical Path, custom or special items, early trade consideration and long-lead items.
  - i) With the Team, obtain all permits in a timely fashion. Meet with building and other regulatory officials as appropriate. Attend all meetings pertaining to permitting, as required. It is anticipated that these functions will continue throughout all Phases of the project
  - j) Attendance at meetings may also be necessary relative to the planning and permit processes.
4. Cost Management
- k) Monitor designs to ensure they are within bounds of the budget. Provide timely and accurate cost estimates at 100% Schematic Design, 100% Design Development, 50% Construction Documents and a final GMP at permit set and final adjustments after receiving permit comments.
  - l) From time to time the Owner may generate outside, 3rd party estimates. The CM/GC will need to cooperate and reconcile their estimates with those provided by the Owner.
  - m) Lead efforts in value engineering ideas and pricing if estimates appear to be exceeding the construction budget.
  - n) Provide support for any applications for energy related incentive programs.
  - o) Evaluate and recommend alternative construction materials, means and methods for cost savings and ways to work within or around school schedules to minimize impacts to the operating school and delays in construction.
  - p) Work with the owner on processes and procedures for soliciting and selecting subcontractors.
  - q) Create the format for the GMP that includes all items for Owner approval.
  - r) Furnish GMP in accordance with the CM/GC agreement for review and approval.
  - s) Assist the District in identifying all applicable systems development charges.

B. In your submission, the proposer shall submit a maximum not-to-exceed preconstruction fee amount. This fee is to reimburse the CM/GC for all of the materials, tools, equipment, transportation, labor, services (both professional and non-professional) and insurance necessary to fully, and properly complete the pre-construction services required by the Contract Documents. Payment of preconstruction services shall be on a monthly basis as reimbursement for actual work completed, up to the Not-To-Exceed maximum amount agreed to in the contract.

C. Preconstruction services and fee are to be based on an estimated 9 months from the date of execution of the CM/GC contract.



The CM/GC may perform construction work in advance of the GMP if an Early Work Amendment is issued to cover such work.

At an agreed upon time (likely at permit set) the CM/GC shall provide a Guaranteed Maximum Price.

If the CM/GC and the Owner are unable to agree to a GMP or is otherwise unable to reach an agreement on any contract terms the Owner reserves the right, at its sole option, to terminate the CM/GC contract and enter into negotiations with the next highest rated proposer from this RFP or to competitively bid the project lump sum.

### **3.4 Construction Phase**

- A. During construction, the CM/GC will perform all functions of a General Contractor fully at risk. CM/GC will provide and pay for all materials, tools, equipment, transportation, labor, subcontracts, and services (professional and non-professional) necessary to fully and properly perform and complete the Work, as required by the Contract Documents. The CM/GC may perform construction work in advance of the GMP if an Early Work Amendment is issued to cover such work.
  
- B. Construction-related activities of the CM/GC during this phase will include:
  - 1. Scheduling, schedule refinement and phasing; including weekly schedule updates.
  - 2. Construction and implementing site logistics for the additions and renovations to occur while minimizing impacting ongoing school operations.
  - 3. Advance materials/subcontractor procurement, advance construction (if approved by an Early Work Amendment),
  - 4. Development of bid packages and procurement of subcontractors, equipment and materials per the requirements of ORS 279A, 279B, 279AC and District Policies.
  - 5. Quality control of the work
  - 6. Safety - Include measures that systematically identify and evaluate anticipated hazards and establish controls in advance of actual work to occur while minimizing impacting ongoing school operations.
  - 7. The CM/GC will also be responsible for ongoing management of the construction budget including contingencies and allowances and will provide monthly (or as requested) reporting of the budget to the Owner for their approval.
  - 8. The CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.
  - 9. Prepare all bid packages in accordance with District policies, procedures and ORS 279.C. Manage such that all bid packages including those for early procurement are within budget.
  - 10. The CM/GC must be familiar with sustainable construction techniques, and with Energy Trust of Oregon incentive requirements and processes, and employ those techniques and processes throughout the term of the Project.

11. Review and expedite all change order requests, both included within the GMP and involving a change to the GMP.
12. Comply with the payment of prevailing wages on all contracts and subcontracts.
13. Maintain current Project Records electronically through SKYSITE with shared team access, including but not limited to permits, construction documents, as-built records, meeting records, submittals, testing and inspection reports, invoices, delivery receipts, daily activity logs, RFI's, ASI's, CO's, etc.
14. Conduct regular site progress meetings, at least weekly. Produce and distribute minutes of all such meetings within 48 hours.
15. Work with City Officials and neighbors to coordinate traffic routes, parking issues, and noise expectations during the project.

For the Construction Phase Proposer shall submit a General Conditions Staffing Cost. This is a total project reimbursable maximum not-to-exceed fee for the Costs of General Conditions Work associated with staffing the site during the Project's Construction Phase. This fee must cover all line items identified in Appendix 5 "Cost/Fee Matrix."

#### **Part 4 – Contract Requirements**

##### **Contract Requirements**

The CM/GC will be required to execute AIA Document A133 - 2009, Standard Form Agreement between Owner and Construction Manager as Constructor where the basis of payment is Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as provided in Appendix 3. The CM/GC will be required to execute the material terms of the sample contract unless deemed by the District to be in the District's best interest to modify the contract. Proposers should review and satisfy themselves that they are willing to execute the sample contract. **Exceptions or qualifications to the sample contract shall be proposed as part of the RFP submittal. Note that the CM/GC will be required to execute the material terms of the sample contract unless the proposed changes are accepted and it is deemed in the District's best interest to modify the contract.**

##### **GENERAL REQUIREMENTS**

All proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules (ORS 279A.065), and the District's Board Policy. The District reserves the right to reject any and all submittals received as a result of this request for submittals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The contents of the successful submittal will become the contractual obligation, if a contract ensues. Failure of the successful submitter to accept these obligations may result in cancellation of the award. The selected submitter will be required to assume responsibility for all services offered in their submittal whether or not produced by them. Further, the submitter will notify the District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **4.1 Ordinances, Permits, Licenses**

The submitter shall keep fully informed of local ordinances, state and federal laws in any manner affecting the work herein specified. The submitter shall comply with said ordinances, laws, regulations, and protect and indemnify the District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

#### **4.2 Waiver of Provisions**

Submitter agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of the contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.

#### **4.3 Contract Breach**

In the event of a breach by the submitter of any of the provisions of this contract, the District reserves the right to cancel and terminate the contract forthwith upon giving written notice to the contractor.

#### **4.4 Damages**

The submitter shall be liable for any damage to the District resulting from a refusal or failure to complete the work under the contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

#### **4.5 Copyrights**

The submitter agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the services herein. The proposer further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

#### **4.6 Right to Audit**

The District reserves the right to audit, at reasonable times and places, the books and records of any proposer who has submitted cost or pricing data according to the terms of a contract, to the extent that such books and records relate to such cost or pricing data. Any proposer who receives a contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract.

#### **4.7 District Personnel**

No officer, agent, consultant, or employee of the District shall be permitted any interest in the contract.

#### **4.8 Contract Alterations**

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent.

#### **4.9 Order of Precedent**

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions as provided herein, AIA A133 - 2009 Edition, the solicitation document, then the RFP document. For discrepancies between this contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given first to Board Policy then the Rules Manual.

#### **4.10 Non-Discrimination Clause**

The Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

#### **4.11 Background Check / Fingerprinting**

This clause does not apply to new construction projects on sites that are physically separated from operating 4J facilities or project sites that are wholly fenced and secured with controlled access. Otherwise all individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who may have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs (ODE \$59.00 and outside fingerprinting vendor \$12.50). Individuals contracting with the District will be required to fill out and submit a background check by logging on the following site:

<https://www.4j.lane.edu/hr/icbackgroundprocess/> and follow the process.

#### **4.12 Use of Tobacco Products**

Smoking and the other use of tobacco products is prohibited on all District property, pursuant to OAR 581-021-0110.

#### **4.13 Independent Contractor**

The Proposer is an independent contractor, not an agent of the District, and nothing in this relationship shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the Proposer and the District. Neither the Proposer nor the District shall have the authority to make any statements, representations, nor commitments of any kind or to take any action binding the other except as provided for herein or authorized in writing by the party being bound.

#### **4.14 Debarment Certification**

The proposer certifies that the proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Contract by any Federal department or agency. If requested by the School District, the Proposer shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Proposer for the Contract shall be incorporated into the Contract by reference.

#### **4.15 Taxes**

The District is tax exempt. All taxes shall be the responsibility of the Proposer.

#### **4.14 Non-Appropriation of Funds**

If the District's legislative body or other funding authority does not appropriate funds for contract payment for contract year or any subsequent appropriation period and District does not otherwise have funds available to lawfully pay the contract payments ("Non-Appropriation Event") District may, subject to the conditions herein and upon prior written notice to Proposer ("Non-Appropriation Notice"), effective 60 days after the later of Proposer's receipt of same or the end of the District's appropriation period ("Non-Appropriation Date"), terminate the contract and be released of its obligation to make all contract payments due after the Non- Appropriation Date. As a condition to exercising its right under this addendum, District shall: (1) provide in the Non-Appropriation Notice a certification of responsible official that the Non-Appropriation Event has occurred, and (2) pay Proposer all sums payable to Proposer under the contract for services received, excluding termination fees, up to the Non-Appropriation Date.

### **Part 5 – Submittal Requirements**

Submittals are due at 11:00AM, April 7, 2020 and shall be submitted to Diana McElhinney, Eugene School District Facilities Management, 715 West 4<sup>th</sup> Avenue, Eugene OR 97402. It is the responsibility of the Proposer to ensure that their document is received at the correct location and time. There will be no public opening of submittals.

A non-mandatory site visit is scheduled for Friday March 24, 2020 @ 3:30. Please meet at the main office of Gilham Elementary School. The address is 3307 Honeywood Street, Eugene, OR 97408.

Questions or comments pertaining to this RFP should be raised in written form by 11AM, March 27, 2020. Written questions should be sent to [mcelhinney\\_d@4j.lane.edu](mailto:mcelhinney_d@4j.lane.edu).

Any changes or modifications to the RFP will be issued by written Addenda will be posted on the District website at [www.4j.lane.edu/bids/](http://www.4j.lane.edu/bids/) Proposers are responsible for addressing all Addenda posted. All Addenda will be posted no less than five (5) days prior to RFP due date.

Proposers shall submit six hard-copies of the submittal. A flash drive containing a complete copy of the submittal shall also be provided (max 10 MB). The submittal shall be organized in separate sections and labeled to match the requirements identified in Part 5. All materials shall be in 8-1/2"

x 11" format. Submittals should be no larger than 10 double sided sheets or 20 single sided pages with font size 11 point or larger. Please limit content to what is requested as part of the RFP. Items that are not included in the page count are listed here; Cover page, Table of Contents, Cover Letter (optional), Resumes, Proposal Certification Statement Form, and Contract exceptions/ modification requests.

The format of the submittal should follow this outline. Forms are found in Appendix 1.

### **5.1 Firm Information**

Submit on the Form found in Appendix 1 - This page is included in the total page count.

Provide a brief description of your firm including:

1. Firm Legal Name
2. Year formed
3. Ownership structure
4. Oregon CCB License Number's
5. Total bonding capacity
6. Current available bonding capacity
7. Annual gross revenue of the firm for the past five years.
8. Safety Ratings for the last three years - Current Experience Modification Rate (EMR), Recordable Incident Rate (RIR), and Lost Time Incident Rate (LTIR)
9. General Liability and Builder's Risk Insurance as a percentage of contract value based on \$90 million for 22 months. Include Insurance carrier and their AM Best rating (or other equivalent rating service)
10. Bonding rate as a percentage of construction cost based on \$90 million for 22 months.

### **5.2 Project Approach- 30 points**

Provide on pages of your own design- NOTE: This information is to be included in your proposal and is included in the total page count.

1. Partnering- The CM/GC will need to work in a close relationship of trust, confidence and cooperation with the Owner and the Architect through all phases of work (Preconstruction, Construction, Close-out/ warranty period). Describe your firm's approach to building and maintaining relationships throughout the project. Discuss your approach to Preconstruction (Section 3.3 above) and Construction (section 3.4 above). Describe how you organize and monitor the work to ensure the stated intent of quality, function, timely completion, and cost are met. How will you establish and maintain positive and productive relationships with members of the Project Team, District Staff and the public, including communication of project progress. How will you facilitate effective communications throughout the project? Provide recommendations to address the District's adopted "Statement of Values: Community Benefits of Construction Project" (Section 3.2, C).
2. Staffing- Provide a project staffing chart showing your proposed key staff for the entire project and describe the duties and responsibilities for all key staff positions for each phase of the project. Supply graphical representation of each staff's available time and the percent of time expected by each staff during preconstruction and construction. Provide details on the transition from preconstruction to construction. Include a resume for each person included in the organization chart and include as Attachment A to your proposal.

Resumes should include each individual's education, work history, specific projects and roles, length of tenure with your firm, and experience with CM/GC contracting.

3. Construction Phase General Conditions- Provide an estimate for General Conditions for the project. This should include a list of staff, material, equipment, supplies etc. that are to be accounted for as General Condition expenses reflecting the activities required in Section 3.4. and in Appendix 5 of this RFP. Assume the construction services occur over a twenty-two (22) month period. Provide a Construction Staffing Plan listing fully-burdened hourly rates and estimated hours for key personnel identified in the RFP. Also include estimates for equipment, utilities and facilities. The fee estimate of the Construction Phase services will help to demonstrate the Proposer's capabilities to manage the Construction Phase. The provided information is also intended to be used as the basis for the 4J School District during GMP negotiations for Construction Services. The district is seeking efficient use of staffing to adequately manage the project while controlling costs in an effort to be good stewards of public funds.
4. Project understanding- Demonstrate your knowledge of the CM/GC process by identifying key issues, potential constraints, and risks anticipated for the Project. Describe your plan for addressing any potential issues in the preconstruction and construction phases.

### **5.3 Cost Management – 15 points**

Provide on pages of your own design- NOTE: This information is to be included in your proposal and is included in the total page count.

1. Describe how you will approach cost estimating and value engineering at each phase of the project.
2. Describe your plan for managing contingencies, allowances, and cost of the work throughout the project. How much Design, Estimating, and General Contractor contingency should be identified in the construction portion of preconstruction estimates and as part of the GMP. What logic is applied to reduce contingencies and allowances throughout the project.
3. How will you document items in the GMP and whether proposed changes are within or outside the scope of the GMP. How do you determine use of General Contractor contingency and how will this be tracked during the project.
4. Describe your expectations on availability of supplies, materials and equipment along with your knowledge of and familiarity with the local labor and subcontracting conditions. How will you generate competition on labor, materials, subcontractor availability to maximize availability and minimize costs.

### **5.4 Schedule, QA/QC and Safety – 10 points**

Provide on pages of your own design.- NOTE: This information is to be included in your proposal and is included in the total page count.

1. Describe how your firm monitors and manages construction schedules, assess potential risks and how you would proactively manage those risks.
2. What schedule & tracking tools and reports do you propose using to monitor this project?

3. Describe your Quality Assurance / Quality Control Programs (QA/QC) program and how it will benefit our project.
4. Describe your company's safety program, policies and/or procedures with specifics on ensuring a safe yet productive work environment.
5. Discuss site security and logistics related to working in a residential area adjacent to an active High School with heavily utilized Athletic Fields.

**5.5 Recent Firm Experience and three references from CM/GC projects completed in the past ten years. – 5 points**

Submit on the Form found in Appendix 1 - This information is to be included in your proposal and is included in the total page count.

Provide a listing in chronological order, in chart format provided (Appendix 1), of your firm's experience on comparable facilities within the past 10 years. Include; name of owner, location of project, description of project including building size, original owner budget and final construction contract amount, dollar value of change orders, project delivery method (e.g. design-bid-build, CM/GC), construction durations compared to planned schedules, and identify any proposed NEHS project members that contributed to the project and their role on the project.

**5.6 Provide staff references from relevant public projects; two for projects run by the proposed Project Manager and one for the Project Superintendent proposed for this project. - 10 points**

Submit on the Form found in Appendix 1 - This information is to be included in your proposal and is included in the total page count.

**References should include:**

- Project Name and Location
- Owner Representative - Name, Phone and Email
- CM/GC's proposed Project Manager and Superintendent
- Proposed PM or Superintendent's role on the project listed
- Project Architect
- Brief Project Description
- Delivery method
- Construction budget and Final Cost
- Planned completion date and actual Substantial Completion

**5.7 Fee, Rates, Costs and Expenses – 30 points**

Submit on the Form found in Appendix 1

The proposer is expected to submit:

- **CM/GC Fee** – Submit as a percentage of the \$5,600,000 Estimated Cost of the Work for this project. The CM/GC Fee is separate from the Preconstruction Fee and the Construction Phase General Conditions Staffing Fee. This CM/GC fee must cover all line items shown in the column titled CM/GC Fee in Appendix 5, Cost-Fee Matrix. **The lowest**



**fee is awarded 10 points next lowest gets 8 points then 6, 4 etc.**

- **Preconstruction Services Fee:** a reimbursable maximum, not-to-exceed Preconstruction Fee for the Project, reflecting the activities required in Section 3.3. and in Appendix 5 of this RFP. Assume the preconstruction services occur over a fourteen (14) month period. As part of Section 5.2, attach a Preconstruction Staffing Plan listing fully-burdened hourly rates and estimated hours for key personnel identified in the RFP. **The lowest fee is awarded 10 points next lowest gets 8 points then 6, 4 etc.**
- **Insurance and Bond Rates-** Enter your insurance and bond rates in Appendix 1 (both sections 5.1 and 5.7) based on a \$5,600,000 Estimated Cost of the Work for this project. The total of General Liability Insurance, Performance & Payment Bonds, and Builder's Risk Insurance will be used. **The lowest cumulative insurance rate is awarded 10 points next lowest gets 8 points then 6, 4 etc.**

### **5.8 Submittal Certification Statement:**

A submittal Certification and Contract Offer Form is included as the final page of this RFP. **This form must be completed and included in your submittal.**

All costs of the submittal process, interview (if scheduled) contract negotiation and related expenses are solely the responsibility of the Proposer. The District reserves the right to reject any submittal that is non-responsive to the requirements of this solicitation. Any change to the submittal or proposed team after the date of submission is grounds for being declared non-responsive.

Notwithstanding the above, the District reserves the right, at the sole discretion of the District, to request modifications to submittals that are in the best interest of the District.

The District reserves the right:

- A. to reject any or all submittals not in compliance with all public procedures and requirements
- B. to reject any submittal(s) not meeting the specifications set forth herein
- C. to waive any or all irregularities in submittals submitted
- D. to consider the competency of proposers in making any award
- E. to follow the provisions of Section 137-046-0300 of the Oregon Attorney General's Model Public Contract Manual, in the event two or more proposals are for the same amount for the same work
- F. to reject all submittals and cancel the RFP, including after Notice of Intent, prior to contract issuance
- G. to award any or all parts of any submittal
- H. to request references and other data to determine responsiveness
- I. to award any or all parts of a solicitation
- J. to request interviews of highest or all proposers
- K. to conduct discussions and negotiations, and request Best and Final Offers per the provisions of OAR 137-047- 0262 of the Oregon Attorney General's Model Public Contract Manual

Each submittal shall be irrevocable for a period of ninety (90) days from the Submittal Opening Date.

After Opening, the District may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Submittal.

The District may only conduct Discussions or Negotiate with Proposers in accordance with ORS 279B.060 (8). After Award of the Contract, the District may only modify an awarded Contract in accordance with District policy.

If the District receives offers identical in price, fitness, availability and quality, and chooses to award a contract, the District shall award the contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740 any adversely affected Proposer has five (5) calendar days from the date of the written notice of intent to award to file a written protest.

### **Part 6 - Selection Process**

The District is seeking to retain a firm that is committed to producing quality facilities that meet or exceed the requirements of the program. The CM/GC will be expected to work together with the project team in order to facilitate communication that is detailed and clear.

The written submittals received in response to this RFP will be reviewed and ranked by a selection committee in accordance with the criteria listed below. Once the submittals are reviewed, the District will schedule interviews with the top-ranked firms. References for firms will be checked. The results of the submittal ratings, reference checks and interviews will be compiled to determine submittal rankings. The rankings will then be submitted to the District Superintendent or designee for a final determination. The top-ranked firm will be issued a Notice of Intent to Award.

Once the CM/GC selection has been completed, the District will proceed to negotiate a contract with the top-ranked firm. At the District's discretion, if negotiations are not successful after 10 calendar days, the District may then proceed to negotiate with the second ranked firm and so forth until a successful contract is negotiated or to competitively bid the project lump sum.

### **SCORING OF SUBMITTALS/ INTERVIEWS**

<b>Submittal Criteria</b>	<b>Item</b>	<b>Points</b>
Firm Information _____	5.1 _____	0
Project Approach _____	5.2 _____	30
Cost Management _____	5.3 _____	15
Schedule, QA/QC and Safety _____	5.4 _____	10
Recent Firm Experience _____	5.5 _____	5
Staff References _____	5.6 _____	10

Fees: \_\_\_\_\_ 5.7 \_\_\_\_\_ 30  
**Total for Submittal** \_\_\_\_\_ **100**

**Interview Criteria:** The proposals will be scored and ranked. If deemed necessary by the District in its sole discretion the four highest scoring proposals will be ranked in the following manner.

<b>Item</b>	<b>Points</b>
#1 - First or highest ranking proposer will be assigned _____	<b>8</b>
#2 - Second highest ranking proposer will be assigned _____	<b>6</b>
#3 - Third highest ranking proposer will be assigned _____	<b>4</b>
#4 - Forth highest ranking proposer will be assigned _____	<b>2</b>

The top firms may be asked to participate in a 50-minute interview. 4J will determine the amount of firms (if any) to interview after proposals are scored. Interviews will be scored in the following manner:

<b>Item</b>	<b>Points</b>
Introduction (5 minutes) _____	<b>0</b>
Respond to pre-provided topics/ questions (30 minutes) _____	<b>30</b>
Question & Answer (10 minutes) _____	<b>20</b>
Closing Statement and take-down (5 minutes) _____	<b>0</b>
<b>Total for Interview</b> _____	<b>50</b>

If interviewed the Interview score (50 pts. max) will be combined with the points assigned from the written proposal (8 pts. max) to arrive at a final score. Maximum of Sixty (58) points possible.

We ask that firms only bring a small group, made up of key members of their team. This is our first chance at getting to know the people we may be working closely with for the next couple of years. The main presenters should be those individuals identified in your RFP as our main day-to-day team members.

**Selection Process Schedule**

- Publish RFP \_\_\_\_\_ March 17, 2020
- Non-mandatory pre-proposal walk-through \_\_\_\_\_ March 24, 2020, 3:30 PM
- Last Date for Questions Submitted \_\_\_\_\_ March 27, 2020, 11:00 AM
- Last Date for Addenda Issue \_\_\_\_\_ April 2, 2020
- Submittals Due \_\_\_\_\_ April 7, 2020, 11AM
- Notification of Interviews (if needed) \_\_\_\_\_ April 10, 2020
- Interviews (if needed) \_\_\_\_\_ April 17, 2020, 1-5 PM
- Notice of Intent to Award \_\_\_\_\_ April 21, 2020

## **Part 7 – Miscellaneous Provisions**

### **7.1 Comments and Appeals:**

**Comments and requests for modifications concerning the specifications and requirements of the RFP must be received in writing, delivered by email or mail by 11AM March 27, 2020. No comments or requests for modification will be received or considered after this date and time.**

The Superintendent or his designee will consider all appeals and render a prompt and final decision.

All bidders or proposers are required to comply with the provisions of Oregon Revised Statutes and 4J Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279C, Pubic Contracting Code; Oregon Administrative Rules, Chapter 137, Divisions 46, 48 and 49; and 4J Board Policy. Such protest or request for change shall include the reason for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established for submitting such protest.

Any actual bidder or proposer who is adversely affected by the Owner's notice of award of the contract to another bidder or proposer on the same solicitation shall have five (5) calendar days from the date of the written notice of intent to award to file a written protest. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsible bidder or best proposer and must be next in line for award.

The written notice of award of the contract shall constitute a final decision of the Owner to award the contract if no written protest of the notice of award is filed with the Owner within the designated time

### **7.2 Modifications:**

Submittals may be withdrawn and/or modified any time until the due date and time. After that time, Proposers may neither withdraw nor submit. However, notwithstanding the above the District reserves the right, at the sole discretion of the District, to request additional information and permit modifications if the District believes that such modifications will be in the best interest of the District and that competition will not be impaired.

District reserves the right:

- (1) to reject any or all submittals not in compliance with public procedures.
- (2) to postpone award of the contract for a period not to exceed ninety (90) days from date of submittal opening.
- (3) to waive informalities in the submittal.
- (4) to select the submittal which appears to be in the best interest of the District.
- (5) to cancel the procurement

**7.3 Indemnity and Insurance:**

The Proposer shall be bound by the indemnity provisions and insurance requirements included in the Draft Agreement. If awarded the contract for architectural services under this RFP, the Proposer shall promptly submit to the District certificates of insurance at or exceeding limits stated in the Draft Agreement. Failure to submit the required certificates within 7 calendar days of being notified of contract award shall be grounds for being declared non-responsive and for the award to be rescinded.

**7.4 Proprietary Information:**

During the selection process the District will consider all submittals to be public information except for those pages that are marked proprietary information. The Proposers should satisfy themselves that only those pages that meet the definitions in the Oregon State Statutes and Rules are marked proprietary. The submittal from the firm executing a contract for this work will become part of the contract and as such will be public information in full.

**7.5 Provisions:**

By submittal of this proposal, the vendor agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by District Board Policy. Attention is directed to the latest version of the following provisions. Full copies of any provision may be obtained from the District for the minimal cost of reproduction or from the Department of Justice, Salem Oregon.

**OREGON REVISED STATUTES**

- |                      |                                 |
|----------------------|---------------------------------|
| ORS 244              | GOVERNMENT ETHICS               |
| ORS 279A, 279B, 279C | PUBLIC CONTRACTS AND PURCHASING |

**OREGON ADMINISTRATIVE RULES**

- |             |   |
|-------------|---|
| CHAPTER 137 | PUBLIC PROCUREMENT RULES Divisions 046, 047 |
|-------------|---|

**7.6 Equal Employment Compliance Requirement:**

In accordance with ORS 279A.100 - 279A.110, by submitting in response to this RFP, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation, and orders.

**7.7 Publicity**

Proposer agrees that it will not disclose the form, content or existence of any Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with District, whether or not such disclosure, publicity or association implies an endorsement by District of Proposer's services, without the prior written consent of District.

## **7.8 Foreign Contractors**

The attention of all contractors who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120 (2) (a) (b) (3).

(1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."

(2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign vendor is one who is not domiciled in or registered to do business in the State of Oregon."

## **7.9 Silence of Specifications**

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only equipment and workmanship of first quality are to be used. If any omitted specification results in ambiguity as to material characteristics of the System or Product, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a proposal for an intact and fully functioning system or product, then Proposer shall submit a request for clarification, according to the guidelines for submitting questions as set forth in this RFP. Failure to submit such a request for clarification is at the Proposer's risk. Proposer shall be required to provide a System or Product meeting District's needs with regard to any omitted specification for which a request for clarification should reasonably have been sought by Proposer.

## **7.10 Restrictions on District Contact**

All questions regarding this RFP shall be submitted in writing to the attention of Diana McElhinney. No oral questions will be accepted.

A. Questions shall be submitted via e-mail (mcelhinney\_d@4j.lane.edu) or mailed to the attention of Diana McElhinney at Lane County School District 4J, Facilities Management, 715 W 4th Avenue, Eugene, Oregon 97402.

B. No other contact regarding this RFP during the submittal evaluation process shall be permitted. Unauthorized contact regarding this RFP may subject the contacting vendor's submittal to rejection.

## **7.11 Right to Retain Submittals**

The District reserves the right to retain all materials submitted and to use any ideas in a submittal regardless of whether that submittal is selected. Submission indicates acceptance by the firm of

the conditions contained in this RFP unless clearly and specifically noted in the submittal and confirmed in the contract between the District and the firm selected.

### **7.12 Public Records**

This RFP and one copy of each submittal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by the District and made part of a file or record which shall be open to public inspection after the completion of the execution of the Contract Award (if any). If a submittal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be clearly marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

**Part 8 CERTIFICATIONS**

**LANE COUNTY SCHOOL DISTRICT 4J  
COMPLETE BOTH SECTIONS I AND II ON THIS PAGE**

**I. NON-DISCRIMINATION CLAUSE**

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Proposer: \_\_\_\_\_

Doing Business As (if applicable) \_\_\_\_\_

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

Officer's Signature: \_\_\_\_\_

Print Officer's Name and Title: \_\_\_\_\_

\*\*\*\*\*

**II. RESIDENT CERTIFICATE**

Please Check One:

Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this submittal, has a business address in this state and has stated in this submittal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

OR

Non-Resident Proposer: Proposer does not qualify under requirements stated above.

Please specify your state of residence: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_

Print Officer's Name and Title: \_\_\_\_\_