

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES
FOR
CAMAS RIDGE ELEMENTARY SCHOOL

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

Date Issued: February 16, 2021

RFP Due Date: March 9, 2021, 11:00AM

Mailing Address: Facilities Management
715 West 4th Ave,
Eugene OR 97402

**REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES
FOR CAMAS RIDGE 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 design and construction of a replacement for Camas Ridge Elementary School, 1150 East 29th Avenue, Eugene, OR 97403. 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 Camas Ridge Elementary School. This RFP is for CM/GC services during both the pre-construction and construction phases of the new 70,000 square foot school designed to serve 450 students. The budgeted direct construction amount is \$27,000,000.

Requests for Proposals (RFP) may be obtained on the District's website at 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 **February 23**, 2021 @ 3:30. Please meet at the front entry of Camas Ridge Elementary School. The address is 1150 East 29th Avenue, Eugene, OR 97403. This is not a conference and there will be no presentation or question and answer period. This is just a time for interested proposers to make themselves familiar with the project site and its surroundings. Due to security concerns and protocols no access to the inside of the school will be allowed. Any statements made by the District's representatives at the conference are not binding upon the District unless confirmed by Written Addendum.

Submittals are due at 11:00 AM, **March 9**, 2021. Proposers are not to submit hard copies of the proposal or deliver proposals in person due to the ongoing COVID-19 situation. Proposals shall be submitted electronically via email to cip@4j.lane.edu (limit email to a maximum of 10 MB). 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: **February 16**, 2021

By: Diana McElhinney

Published: Daily Journal of Commerce

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

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

REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES
FOR CAMAS RIDGE ELEMENTARY SCHOOL

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 8
Part 5	Submittal Requirements	Page 11
Part 6	Selection Process	Page 16
Part 7	Miscellaneous Provisions	Page 18
Part 8	Certification and Contract Offer	Page 22
APPENDIX 1	Proposal Forms and Template	
APPENDIX 2	Aerial photo	
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 replacement of Camas Ridge Elementary School during both the pre-construction and construction phases of the project.

The CM/GC is being selected early in the project to help ensure the design team has the construction experience and expertise necessary to assist in producing a timely and economical project.

Camas Ridge Elementary School located at 1150 E 29th Ave, Eugene, OR 97403, 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.

However, the existing school and surrounding 7 acre site are not configured to meet the needs of modern learning environments due to existing conditions. A new 70,000 gsf building for 450 students will support modern teaching and learning activities, will have improved energy efficiency and will be designed with safety and security features.

In November 2018, the community approved a bond measure that includes a project for the replacement of the existing Camas Ridge Elementary School. In order to prepare for the design and construction of the new elementary 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. The selected Architect is Pivot Architecture.
5. A preliminary site survey is available for review and is posted on the District website along with the RFP documents.
6. Geotechnical information regarding the site will be available beginning February 24, 2021 and will also be posted on the District website as an addendum to the RFP.

Part 3 – Scope of Services

3.1 Project Schedule

A. CM/GC Selection Process Schedule

- Publish RFP _____ February 16, 2021
- Non-mandatory pre-proposal walk-through _____ February 23, 2021, 3:30 PM
- Last Date for Questions Submitted _____ February 26, 2021, 11:00 AM
- Last Date for Addenda Issue _____ March 2, 2021
- Submittals Due _____ March 9, 2021, 11AM
- Notification of Interviews (if needed) _____ March 15, 2021
- Interviews (if needed) _____ March 24, 2021, 1-5 PM
- Notice of Intent to Award _____ March 26, 2021

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 _____ March 2021
- A/E Design and CM/GC Pre-Construction
 - Schematic Design complete _____ March 2021
 - Design Development complete _____ July 2021
 - Construction Documents complete _____ January 2022
- Permitting _____ 4 Months
- Construction _____ 16 Months
(NOTE: Demolition/construction anticipated start --- August 2022)
- Substantial Completion _____ March 2024

3.2 General CM/GC Services

- A. The District desires to retain a CM/GC firm which will 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 CM/GC services for both preconstruction and construction phases. Further, the CM/GC shall be familiar with local labor and subcontracting conditions.
- B. The CM/GC firm will provide the District with pre-construction services, construction management and general contracting services.
- C. The current construction cost estimate is \$27,000,000. 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

The CM/GC shall collaborate with the Owner and Architect as part of a team to complete the design for Camas Ridge Elementary School project and to generate a project construction GMP.

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.

Preconstruction services and fee are to be based on an estimated design completion date of January 2022 and a permit issuance date of June 2022.

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. Work is 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.
- C. CM/GC will obtain or assist in obtaining all permits necessary for construction of the Project.
- D. CM/GC will provide timely and accurate information.
- E. CM/GC will provide 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.

- F. CM/GC will be responsible for subcontractor selection and coordination, bidding, and procurement per requirements of ORS 279.C and 4J District and general construction processes.
- G. CM/GC will 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.
- H. CM/GC will maintain constant coordination and communication throughout the design and construction phases to all members of the Project Team.
- I. CM/GC will 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.
- J. CM/GC will maintain constant coordination and communication throughout the design and construction phases to all members of the Project Team.
- K. 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.
 - 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.
 - 7. Responsibility 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. Preparation of 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 4 "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, March 9 2021. Proposers are not to submit hard copies of the proposal or deliver proposals in person due to the ongoing COVID-19 situation. Proposals shall be submitted electronically via email to cip@4j.lane.edu (limit email to a maximum of 10 MB). Late submittals will not be accepted.

A non-mandatory site visit is scheduled for **February 23**, 2021 @ 3:30. Please meet at the main office of Camas Ridge Elementary School. The address is 1150 East 29th Avenue, Eugene, OR 97403.

Questions or comments pertaining to this RFP should be submitted in written form by 11AM, **February 26**, 2021. Written questions should be sent to cip@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/. 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 email submittal (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 6 double sided sheets or 12 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, sample forms, logs, etc. 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 \$27 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 \$27 million for 22 months.

5.2 Project Approach

The selection committee is an experienced group with many years of CM/GC experiences. Please consider this in your response to this RFP. We do not need the generic, off the shelf responses to project approach during pre-construction and construction. Be specific regarding this project and how your approach to this specific project will differentiate your services from others.

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.

Pre-Construction Approach – 25 points

In this RFP document the District has provided information regarding the existing Camas Ridge Elementary School, the construction budget and the construction schedule. The CM/GC will work in a close relationship of trust, confidence and cooperation with the Owner and the Architect through all phases of the work including preconstruction. In this section please describe specifically the preconstruction services to be provided for Camas Ridge Elementary School. Describe the tools, processes, protocols and/or deliverables that you will provide for this project.

NOTE: This information is to be included in your proposal and is included in the total page count. Samples of tools and deliverables may be included in the Appendix and will not be included in the page count.

As part of your 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" during preconstruction. 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

Provide a staffing chart identifying your proposed key staff for preconstruction and construction. Describe each person's duties and responsibilities for each phase of the work. 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. Projects listed on resumes must include the role of the individual on that specific project.

Construction Approach – 30 points

The District has provided information herein regarding the existing Camas Ridge Elementary School, the construction budget and the construction schedule. 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 the work. In this section please describe *specifically* your approach to managing the construction of the Camas Ridge Elementary School.

1. 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 fourteen (14) 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.

2. Demonstrate your knowledge of the CM/GC process by identifying key issues, potential constraints, and risks anticipated for this specific Project. Describe your plan for addressing any potential issues in the construction phase.
3. Demonstrate your plan to address;
 - a. Cost estimating and value engineering
 - b. Management of allowances and contingencies
 - c. Determination of changes which are within the scope of GMP vs contractor contingency
 - d. Availability of materials and labor
 - e. Management of schedules and potential schedule risks
 - f. Management of QA/QC
 - g. Management of on-site safety

5.3 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.

5.4 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 \$27,000,000 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 twelve (12) 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 \$27,000,000 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 may 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

Submittal Criteria	Item	Points
Firm Information _____	5.1 _____	0
Project Approach - Preconstruction _____	5.2 _____	25
Project Approach – Construction _____	5.2 _____	30
Recent Firm Experience _____	5.5 _____	5
Staff Experience and 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.

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

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:

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

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 Fifty (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 _____ February 16, 2021
- Non-mandatory pre-proposal walk-through _____ February 23, 2021, 3:30 PM
- Last Date for Questions Submitted _____ February 26, 2021, 11:00 AM
- Last Date for Addenda Issue _____ March 2, 2021
- Submittals Due _____ March 9, 2021, 11AM
- Notification of Interviews (if needed) _____ March 15, 2021
- Interviews (if needed) _____ March 24, 2021
- Notice of Intent to Award _____ March 26, 2021

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 February 16, 2021. 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: _____