

Milton Freewater Unified School District

Request for Proposals Construction Manager/General Contractor (CM/GC)” For New CTE Building

Issued: February 16, 2022

Due: March 11, 2022, at 4 PM Pacific time

For further information contact:

Dave Fishel
Wenaha Group, Inc.
DaveF@wenahagroup.com

Milton Freewater Unified School District RFP Construction Manager/General Contractor (CM/GC) for New CTE Building

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..... Included in RFP as a separate attachment

Notice to Proposers

Notice to proposers All solicitations shall be:

- Submitted to Milton Freewater Unified School District in a sealed envelope and delivered to:

**Milton Freewater Unified School District
Attn: Aaron Duff, Superintendent
1020 South Mill Street
Milton Freewater, OR 97862**

- Sealed proposals will be received until **March 11, 2022, at 4:00 PM Pacific time**
- The outside of the envelope shall be marked:
 - **“Milton Freewater Unified School District – RFP CM/GC”**
- All proposals shall be clearly and distinctly typed or written with ink. No erasures are permitted.
 - Mistakes shall be crossed out and corrected typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or a confirmed authorized representative.
 - If a response is not legible, the District may determine that the proposal is non-responsive.
- All proposals shall be in the format requested and/or furnished by the Milton Freewater Unified School District herein referred to as District, or they may be rejected by the District.
- It shall be the proposer’s responsibility to ensure that the proposal is delivered to the District at the specified address above before the time and date set for proposal closing as noted in the solicitation.
- District will not be responsible for proposals delivered to any location other than the District Office. Proposals delivered to another address will be considered non-responsive.
- Proposal documents may be obtained via an email request to the District’s project manager firm Wenaha Group – Brooklynn Jefferson at BrooklynnJ@wenahagroup.com.
- Interested firms shall have no unauthorized contact with District staff or Board Members during the selection process. All questions shall be directed in writing to the District’s Project Manager, Wenaha Group – David Fishel at DaveF@wenahagroup.com.

The District may, for good cause, reject any or all proposals upon a finding it is in the public interest to do so and to rescind the award of any contract at any time before the execution of the said contract by all parties with no liability against the District.

INTRODUCTION AND BACKGROUND

Milton Freewater Unified School District invites written sealed proposals for Construction Manager General Contractor (CMGC) Services for the New CTE Building.

The District intends to construct a new CTE Building on the current High School campus that will serve both High School and Middle School students. It is anticipated that the new facility will contain four classrooms with associated circulation and support areas. The new facility’s size will be approximately 6700 SF and the construction budget is \$2.8 million.

The District has selected Wenaha Group for project management services and Architects West Architects for architectural services for the New CTE Building Project.

A. SELECTION TIMELINE

Proposal and Award Timeline:	
Tuesday, February 15, 2022	RFP issued
Monday, February 28, 2022	Mandatory Pre-Proposal Conference Call via Zoom at 1 PM Pacific
Thursday, March 3, 2022	Last Day for submittal of questions at 2 PM Pacific
Friday, March 11, 2022	Proposals due by 4 PM Pacific
Wednesday, March 16, 2022	Evaluation Committee Meets to review proposals
Friday, May 18, 2022	CM/GC Finalists invited to interview (if necessary)
Monday, April 11, 2022	CM/GC Recommendation for Selection to Board of Directors
Tuesday, May 12, 2022	Intent to Award Published
Tuesday, May 19, 2022	Notice to Proceed Published

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response schedule will be made via addendum.

B. CM/GC PACKAGE, PROJECT SCOPE, AND ANTICIPATED BUDGET

Project Scope:

The District intends to construct a new CTE Building on the current High School campus that will serve both High School and Middle School students. It is anticipated that the new facility will contain four classrooms with associated circulation and support areas. The new facility’s size will be approximately 6700 SF and the construction budget is \$2.8 million.

The District has selected Wenaha Group for project management services and Architects West Architects for architectural services for the New CTE Building Project.

Preliminary schedule:

Schematic design:	January 3 – February 28, 2022
Design development:	March 1 – April 15, 2022
Construction Documents:	April 16 – June 15, 2022
Bidding & GMP:	June 16 – July 15, 2022
Construction:	August 1 – April 28, 2023

C. PROPOSAL CONTENT FOR EVALUATION

The Proposers shall provide the following information, clearly separated by tabs, in the order listed below. Each point will be scored by the number of points listed next to the information the points listed are the maximum amount that can be given during evaluation.

Total points available = 100 points.**1. Cover Letter (information only):**

Confirm your firm's interest in the project and commitment to meet all requirements. Provide firm's contact information for District's use related to the selection process.

Cover letter or front page should include the following statement endorsed by a person authorized to bind the Proposer in the contract: "If this proposal is accepted by the District, *[insert name of Proposer]* covenants to execute the contract documents for the work upon completion of negotiations."

2. Required Attachments: (Yes/No)

- A. Attachment 1 – Proposal Form
- B. Attachment 2 – Certification of Compliance
- C. Attachment 3 – Residency Statement
- D. Attachment 4 – Certification of Non-discrimination

3. Firm Background and Proximity (5 points):

Provide a brief description of your firm, including ownership structure, service area, length of time in the industry, and annual revenue and bonding capacity for the past five years. If you are proposing a joint venture or teaming arrangement, provide a clear description of the legal and business relationship between the respective firms.

Provide the following information about your firm's location and range of work:

- 1. Address of firm's headquarters or corporate office.
- 2. Address of local company office that will oversee and manage the Scope of Work.
- 3. Current geographic range of your entire company's work.
- 4. Current geographic range of work managed by the local company office.

4. Oregon Public CM/GC Experience or Equivalent Public Experience (5 points):

Provide recent examples of your firm's experience working on public CM/GC projects in Oregon or public negotiated projects in other states. Provide details for no more than three (3) examples and list in which state the project was constructed.

5. K-12 Schools Experience (5 points):

Provide recent examples of your firm's experience working in K-12 schools, emphasizing working within occupied school campuses. Provide details for no more than three (3) examples and list in which state the project was constructed.

6. Similar Project Experience (15 points):

Describe your firm's experience working on similar projects, preferably on occupied sites. Provide details for no more than three (3) examples. Include the following information:

- A. Building use
- B. Describe whether the building was occupied during renovation
- C. Owner and contact information
- D. Architect/Engineer and contact information

- E. Contract type (i.e. Public CM/GC, Public Proposal, Private Proposal, etc.)
- F. Final construction contract amount
- G. Completion date

7. Staffing Plan and Key Personnel (15 points):

- A. Provide an organizational chart showing your proposed staff, including the preconstruction project manager, project manager, estimator, and superintendent. Indicate if they will be stationed in the home office or on-site during the construction phase. Explain what percentage of their time will be dedicated to this project during the pre-construction and construction phases.
- B. Provide detailed resumes for all staff shown on the project organizational chart, including length of time with the firm and relevant experience in comparable Oregon Public CM/GC projects.

8. Local Issues (5 points):

Describe your firm's knowledge of local construction conditions, local labor market, and local/regional subcontractors and suppliers. Explain how you will use this knowledge to benefit the project. Explain your strategy for outreach to subcontractors and suppliers in the local area.

9. Project Approach (20 points):

Describe how your firm utilizes the CM/GC process to create value during the pre-construction & construction phase. Include the following information:

- A. **Estimating:** Describe your pre-construction estimating process. How do you ensure a transparent estimating process and that the Owner and design team are constantly aware of the project estimate as the project evolves?
- B. **Design Assistance:** Describe your firm's approach to assisting the Design Team during the pre-construction phase (Schematic Design, Design Development, and Construction Document Development) of the project to identify and resolve potential design and constructability issues. How does CM/GC design assistance differ between a renovation project and new construction?
- C. **Subcontractor Bid Packages:** Describe your firm's approach to preparing subcontractor bid packages for best sub response.
- D. **Constructability:** Describe your firm's approach to reviewing the design to ensure that the design is the best value for the Owner, appropriate to local conditions and market conditions, has efficient sequencing, and can be accomplished within project schedule limitations. Examples from the firm's previous projects are welcome.
- E. **Project Management:** Describe your firm's project management and scheduling system. How will you ensure the project is completed on schedule and in a well-organized and orderly manner? Describe technology tools utilized to assist with this process.
- F. **Advance Planning:** During construction, describe how your team will assist the Owner and Architect to make timely, informed decisions in a fast-paced construction schedule.
- G. **Quality Control:** How will you ensure appropriate quality, minimal punch lists, and timely close-out? Elaborate on technology tools utilized to assist with this process.
- H. **COVID Impacts:** What steps will you take to minimize the impact of labor shortages and supply chain challenges?

10. Project Safety & Communication Plan (10 points)

- A. How will your firm ensure compliance with all required COVID safety protocols?
- B. Describe your plan for keeping students and staff safe when construction overlaps with the school year. How will you minimize construction disruptions to the learning environment? How will you communicate expectations and logistics with the District in advance?
- C. Provide a brief description of your firm’s accident prevention program and drug/alcohol program. Provide your firm’s EMR and OSHA Lost Time Accident Rate for each of the past 5 years.

11. Fees and Compensation (20 points):

Provide responses to this section in a matrix format. Reference Exhibit B, CM/GC Cost Matrix, for a delineation of categories and costs.

A. Pre-construction Costs:

Provide a not-to-exceed price for pre-construction services. For purposes of this proposal, assume pre-construction services will commence upon receipt of Notice to Proceed and conclude on August 1, 2022.

Include the list of personnel participating in pre-construction, their hourly rates, and a list of reimbursable expenses included in the not-to-exceed price.

Pre-construction services should include (but are not limited to) the following:

- i. Participation in bi-monthly design meetings
- ii. Evaluation of existing conditions
- iii. Constructability and value engineering reviews
- iv. Estimates at Schematic Design, Design Development, and 50% Construction Document milestones
- v. Review of all drawing/specification deliverables
- vi. Subcontractor outreach
- vii. Prepare subcontractor bid packages and manage subcontractor bidding

B. Fee: State the fee as a percentage of the direct construction costs. No other mark-up will be allowed. The CM/GC will be required to provide accounting documentation to substantiate that all cost inputs to the project will be at the CM/GC’s bare cost. The CM/GC will not be allowed to include “corporate rates” for labor, bonding, or insurance programs. Tool and equipment charges will be required to be comparable to market rental rates.

- i. The fee shall cover, at a minimum, those items excluded from the Cost of the Work and General Conditions as defined in the agreement and as clarified in the CM/GC Cost Matrix, (*attached as Exhibit B*). The matrix shall provide the Proposers greater clarity about which costs will be reimbursed and which costs will not.
- ii. After the Contract award and before the GMP is established, the maximum not-to-exceed amount for General Conditions will be established and set forth in a contract amendment.

C. General Conditions/Staffing Costs: Provide a detailed estimate of construction phase staffing, your proposed staffing plan, and the CM/GC Cost Matrix. For purposes of this proposal, assume

construction will begin August 1, 2022, and conclude April 28, 2023. Include assumed durations and proposed hourly rates, including labor burden. If applicable, provide estimated travel, housing, and per diem costs as separate line items.

D. Bond Rate:

- i. Provide the cost of the 100% Payment and Performance Bond as a percent of the direct construction costs plus fee.
- ii. Provide a brief explanation of your firm's policy on sub-contractor bonding.
- iii. Provide the cost of the "Sub-guard" bond, if applicable, as a percent of the direct construction costs plus fee.
- iv. Provide a letter from your bonding company confirming their ability to provide 100% payment and performance bond for the project.

E. Insurance Rate: Provide the cost of General Liability Insurance as a percent of the direct construction costs plus fee. See Exhibit A for insurance requirements.

F. Contingency, Allowances, and Savings: Describe your firm's proposed use of contingencies and allowances within the GMP. How do you propose the contingencies are managed, what are the allowable uses, and who has control of their use? If the final project costs are less than the GMP, the District intends that 100% of project savings be returned to the District.

G. Contract comments: If the proposing firm takes exception to anything contained in the contract agreement provided in Exhibit C, those exceptions and/or proposed changes **MUST** be provided as an additional attachment to your proposal labeled "PROPOSED CONTRACT MODIFICATIONS". This attachment will not be included in the allowable maximum page count. No contract modifications will be considered if submitted after the proposal closing time.

12. References (information only): Provide six (6) references familiar with your firm and the members of your proposed team. Provide two references from an Owner, two from a Subcontractor, and two from a Design Professional.

D. EVALUATION AND SELECTION PROCESS

The proposals shall be subjectively evaluated by the District's Evaluation Committee with points assigned based upon the criteria in this RFP. Those proposals submitted that do not meet mandatory requirements outlined in the Instructions to Proposers will not be evaluated.

The role of the Evaluation Committee shall include a complete review of all documents submitted. The selection committee will invite recommended finalists for interviews based solely upon its evaluation of the selection criteria. The Evaluation Committee, at its sole discretion, may forego the interview process.

The Evaluation Committee will forward a recommendation for the selection of one firm to the District's Board of Directors for consideration of the award. Selection of the successful firm will be entirely at the discretion of the District, and the District reserves the right to waive minor irregularities in the selection process and to reject any proposals.

Evaluation Committee members may not be contacted or solicited by any firm or individual submitting proposals

during the proposal solicitation and review process, except the facilitator by the directions herein.

E. PROPOSAL REQUIREMENTS AND CONTENTS

Proposals shall comply with the following, and where the Proposer is asked to provide information there shall be a full discussion (and attachments where necessary):

1. Format:

Proposals, including attachments, shall not exceed THIRTY-FIVE (35) standard size (8 1/2" x 11") pages in length, single-sided, single-sided font. To demonstrate workflows or timelines in a legible manner up to four larger sheets of paper, not to exceed 11" x 17". If such use is made, it must be for legibility purposes only and will be considered part of the page count.

Items included in page count:

- Cover letter
- All content in response to "Proposal Content for Evaluation" including resumes and references
- Required Attachments 1-4
- Letter from the bonding company

Items not included in page count:

- Front cover
- Tabs
- Contract comments
- Back cover

Proposers shall provide six (6) bound copies of the proposal. Proposer shall also provide one copy in PDF format on a USB storage device. Divider sheets, void of specifics related to the proposal content and evaluation, are required. Divider sheets and required attachments will not be included in the page count. Facsimile or e-mailed transmissions will not be accepted. **The title page or cover letter must include:** the date, solicitation name, Proposer's name, contact person, telephone number, email address, and complete mailing and street address.

2. Acceptance of Proposal Specifications, Terms, and Conditions:

The successful Proposer acknowledges and accepts that the specifications listed in this RFP and no others will control any contract awarded unless the successful Proposer expressly states, in whole or by reference, alternate terms or conditions which the successful Proposer wishes the District to consider. Any such alternate terms or conditions will constitute a variance and, if found material, may subject the Proposal to rejection. Any referenced alternate terms or conditions shall be attached to the Proposal for consideration by the District.

3. Anti-Discrimination:

In connection with this RFP and the performance of any subsequent contract, Proposers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, sexual preference, and/or being physically challenged. Proposers shall take action to ensure that all applicants are treated equally during employment without regard to such status.

4. Commitment to enter into Contract:

At the beginning of the Proposal, there shall appear the following statement endorsed by a person authorized to bind the Proposer in the contract: **“If this proposal is accepted by the District, [insert name of Proposer] covenants to execute the contract documents for the work upon completion of negotiations.”**

5. Compliance with Applicable Laws:

In connection with this RFP and the contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this project and the performance of the contract whether such laws are stated herein or not.

6. Contract detail:

The District intends to use a modified American Institute of Architects (AIA) A133-2009 Agreement, Standard Form of Agreement Between Owner and Construction Manager, and a modified American Institute of Architects (AIA) A201 General Conditions of the Contract for Construction.

If the proposing firm takes exception to anything contained in the contract agreement provided in Exhibit C, those exceptions and/or proposed changes MUST be provided as an additional attachment to your proposal labeled “PROPOSED CONTRACT MODIFICATIONS”. This attachment will not be included in the allowable maximum page count. No contract modifications will be considered if submitted after the proposal closing time.

7. Delayed Proposal Closing Time/Proposal Opening:

The time and date set for the proposal closing and proposal opening will advance to the same time on the District’s next business day if weather or other contingency causes the District to be officially closed at the time and date set for the proposal closing and proposal opening.

8. Investigation:

The Proposer shall make all investigations necessary to be informed regarding the service(s) to be furnished.

9. Late Proposals:

Proposals received after the time and date set for proposal closing will be returned to the proposer unopened.

10. Mistakes, errors, and omissions in the solicitation:

Any mistakes, errors, and omissions in this solicitation must be reported immediately to the District.

11. Modification of Proposal After Award:

An offer to modify the proposal which is received from the successful proposer after award of contract which makes the terms of the proposal more favorable or advantageous to the District will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing on company letterhead, signed by the party signing the proposal or a confirmed authorized representative and must thereafter be accepted by the District in writing. The envelope containing any modification to a proposal shall be marked as follows:

- "Proposal Modification"
- Proposal Number
- Proposal Title
- Letter must be addressed to Milton Freewater Unified School District Attn: Aaron Duff, Superintendent, 1020 South Mill Street, Milton Freewater, OR 97862

12. Modifications of Proposal Before Award:

Proposals, once submitted, may be modified in writing if the modification is received in the office of the District Superintendent before the time and date set for proposal closing (see page 1). Any modifications shall be prepared on company letterhead, signed by the party signing the proposal or a confirmed authorized representative, and state that the new document supersedes the prior proposal. This modification document must thereafter be accepted by the District in writing. The envelope containing any modification to a proposal shall be marked as follows:

- "Proposal Modification"
- Proposal Number
- Proposal Title
- Letter must be addressed to Milton Freewater Unified School District Attn: Aaron Duff, Superintendent, 1020 South Mill Street, Milton Freewater, OR 97862

13. Oregon business registration:

ORS 60.701 requires that foreign corporations be registered in the State of Oregon, through the Office of the Secretary of State, before conducting business in Oregon. A foreign corporation (see ORS 60.001) means a for-profit corporation incorporated under a law other than the laws of the state of Oregon. This registration must be accomplished before Contract execution. The current status of the Proposer in this regard shall be stated in the Proposal.

14. District's Rights:

The District may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the work described in this RFP.

The District reserves the right, in its sole and absolute discretion and without recourse by Proposers, to take any of the following actions:

- a. Reject any or all Proposals;
- b. Issue a new RFP;
- c. Cancel, modify, or withdraw the RFP;
- d. Issue addenda, supplements, and modifications to this RFP;
- e. Modify the RFP process (with appropriate notice to proposers);
- f. Appoint a selection committee and evaluation teams to review responses received to this RFP and seek the assistance of outside technical experts in the response evaluations;
- g. Hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the responses;
- h. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses;
- i. Waive minor irregularities in responses;
- j. In the negotiations for the contract with the selected proposer to change the dates for performance from that set forth in Section III hereof; and/or
- k. Refuse to issue a contract at all.

The District is not obligated to enter into any contract, and under no circumstances shall it have any obligation to pay for any costs or expenses incurred by any Proposer in the preparation or submission of a response to this RFP or in anticipation of a contract.

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFP, attending briefing(s), providing supplemental information, and all subsequent costs and expenses. By submitting a response to this RFP, a Proposer disclaims any right to be paid for such costs by the District or anyone else.

15. Proposal Validity:

All proposals shall remain valid for a period of 90 days following the RFP deadline.

16. Protest of Proposal Specifications of Terms and Conditions*:

Protests of proposal specifications or terms and conditions shall be presented to the District Superintendent in writing ten (10) calendar days prior to proposal closing. Such protest shall include the reason(s) for the protest and any proposed changes. If in the opinion of the District, a change is required for the Request for Proposals (RFP), an addendum will be issued. Envelopes containing protests shall be marked as follows:

- “Protest RFP”
- Proposal Number
- Proposal Title
- Letter must be addressed to Milton Freewater Unified School District Attn: Aaron Duff, Superintendent, 1020 South Mill Street, Milton Freewater, OR 97862

17. Protest of Proposal Award*:

Protests of proposal award shall be presented to the District Superintendent in writing seven (7) calendar days after notice of Intent to Award is published. Such protest shall include the reason(s) and evidence for protest, alleged damages, and remedial action requested. The District shall consider and respond in writing in a timely manner. If in the opinion of the District, a change is required for the Request for Proposals (RFP), an addendum will be issued. Envelopes containing protests shall be marked as follows:

- “Protest Award”
- Proposal Number
- Proposal Title
- Letter must be addressed to Milton Freewater Unified School District Attn: Aaron Duff, Superintendent, 1020 South Mill Street, Milton Freewater, OR 97862

** A written protest that is not specific enough to comply with the terms of this Section will not be considered.*

Any protest not set forth in writing within the time limits specified in this RFP shall not be considered.

Except as otherwise stated above, Proposers are directed to OAR 137-048-0240 for additional protest procedures.

18. Publicity:

News releases or announcements relating to this RFP will not be made without prior approval by, and in coordination with, the District.

19. Written Questions, Comments and Addenda, Rules of Contact:

Questions and comments about this solicitation must be submitted in writing according to the Proposal and Award Timeline to David Fishel, Wenaha Group, via email at DaveF@wenahagroup.com

If in the District's opinion, additional information or interpretation is necessary, such information will be supplied in the form of Addenda. Addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. The successful Proposer shall acknowledge receipt of all addenda issued, either with the proposal or separately, in writing, before the time and date set for proposal closing. Addenda shall be sent within a reasonable time to allow prospective proposers to consider them in preparing their proposals.

ORAL INSTRUCTION OR INFORMATION CONCERNING THE REQUEST FOR PROPOSALS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES, OR AGENTS OF THE DISTRICT TO PROSPECTIVE PROPOSERS SHALL NOT BIND THE DISTRICT AND SHALL NOT BE RELIED UPON.

Other District employees or agents, including the Evaluation Committee and School Board, shall not be contacted once the RFP is issued and until a final selection and award is made.

ATTACHMENTS & EXHIBITS PAGES 14-25

Attachment 1 - PROPOSAL FORM

**Responses to the Milton Freewater Unified School District Request for Proposals
“RFP Construction Manager/General Contractor (CM/GC)” For the New CTE Building Project
must contain a signed copy of this page.**

Firm Name: _____

The Undersigned offers and agrees to provide Construction Management/General Contractor (CM/GC) Services for Milton Freewater Unified School District.

The proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age, or other non-job-related factors.

Oregon CCB Number: _____ Expiration Date: _____

- | | |
|--|--|
| <input type="checkbox"/> Resident Firm | <input type="checkbox"/> Non-resident Firm |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other _____ | |

Has your firm ever been disqualified by a government agency from bidding or proposing on a public project?
_____ (yes/no)

If the answer is yes, explain the circumstances, project, contracting agency, and date. State the reason for disqualification and if the disqualification has ended. Use additional sheets if required.

Has your firm ever been terminated from a public contract? _____(yes/no)

If the answer is yes, explain the circumstances, project, contracting agency, and date. State the reason for termination. Use additional sheets if required.

Has your firm ever been involved in litigation involving a public contract? Has a claim been made against any payment or performance bond taken out by your firm? Has a legal claim been made against your firm for alleged contract breach or substandard performance, or has a claim been made against your firm for dishonesty, fraud, or misappropriation in relation to a construction contract? _____ (yes/no)

If the answer is yes, provide a full explanation on a separate sheet entitled "Claims".

I acknowledge receipt of Addendum(s) _____

Firm Name: _____ Phone: _____

Address: _____

By (print): _____ Title: _____

Signed: _____ Date: _____

This form must be signed in ink and returned with the proposal

Attachment 2 - Certification of Compliance

I/we have received and reviewed the RFP and any Addenda issued by Milton Freewater Unified School District and this submission is our entire proposal.

Firm Name _____

Authorized Signature _____

Printed Name _____

Date _____

Addenda Received _____

Attachment 3 - Bidder/Proposer Residency Statement

Pursuant to ORS 279A.120, Oregon’s reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percentage increase on the bid of a non-resident bidder/proposer equal to the percentage, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, “Resident Bidder/proposer” means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder/proposer is a “Resident Bidder/proposer”. A “non-resident Bidder/proposer” is a bidder/proposer who does not meet the definition of a “Resident Bidder/proposer” as stated above.

Bidder is Resident or Non-Resident and is a resident of _____ (State) as set forth above.

If a Resident Bidder/Proposer, enter your Oregon Business address below:

Firm Name: _____ Phone: _____

Address: _____

By (print): _____ Title: _____

Signed: _____ Date: _____

Attachment 4 - Certificate of Non-discrimination

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women, or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer, the bidder/proposer hereby certifies to Milton Freewater Unified School District that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Bidder/Proposer hereby certifies that the information provided above is true and accurate.

Proposer Company Name:			
Street Address:			
	City	State:	Zip Code:
Toll-Free Telephone:	Telephone:	Fax:	
Federal I.D. or Social Security No.:		E-Mail:	
Type or Print Name of Person Signing:		Title:	
Authorized Signature:			

Attachment 5 – Vendor Checklist

Have you remembered to:

- Review all instructions and scope of work to ensure your proposal response complies?
- Review all attachments and exhibits to ensure your proposal response complies?
- Does the cover letter or front page include the following statement endorsed by a person authorized to bind the Proposer in contract: *“If this proposal is accepted by the District, [insert name of Proposer] covenants to execute the contract documents for the work upon completion of negotiations.”*
- Format your response according to the proposal format?
- Reviewed your computations for omissions and errors?
- Did you fill out and sign Certification of Compliance?
- Did you fill out and sign the Bidder/Proposer Residency Statement?
- Did you fill out and sign the Certificate of Non-discrimination?
- Initial any/all changes and corrections?
- Mark the envelope as indicated within the RFP?
- Address the envelope as indicated within the RFP?

Attachment 6 – Project Location

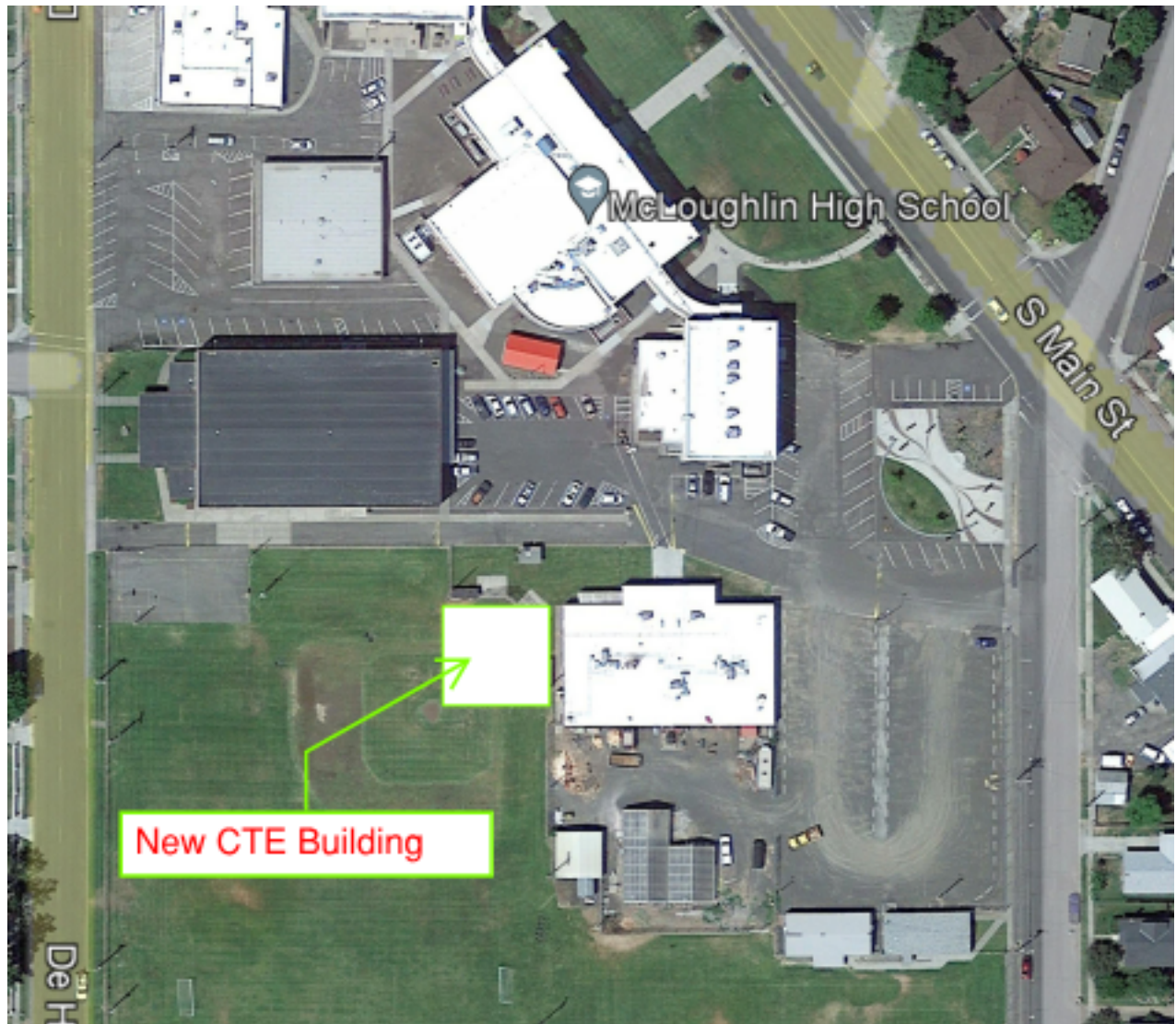


Exhibit A – Insurance Requirements

Insurance Coverage The Contractor shall procure and maintain at its expense during the Period of Performance and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of *Best's Rating Guide*. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's services under the Agreement, whether performed by the Contractor or a Contractor or a person or entity for which either of them may be responsible.

Workers' Compensation Insurance, if required by law, with statutory limits.

Employer's Liability Insurance, if employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limit.

Commercial General Liability Insurance, applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), and coverage for explosion, collapse, and underground hazards, with limits of not less than \$2,000,000 per occurrence, \$3,000,000 aggregate applicable specifically to the Project, \$2,000,000 personal and advertising injury and \$2,000,000 Products and Completed Operations.

Business Automobile Liability Insurance, applicable to owned, non-owned, and hired automobiles, with a limit of not less than \$2,000,000 combined single limit each accident.

Deductibles. The Contractor shall pay all deductibles on all policies required by Paragraph 1.

Waivers of Subrogation Re: Liability Insurance. The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing.

Cross-Liability Coverage. The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverage as would be achieved under the standard International Organization for Standardization ("ISO") separations of insured's clause.

Additional Insureds. The Commercial General Liability and Automobile Liability policies shall name the Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing, as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverage. Such coverage provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverage as the coverage provided to the primary insured, and shall not be limited to the "vicarious liability" of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or

joint venture, if any, as "Named Insureds" as expressly stated in endorsements and (e) be maintained for the same duration as the coverage provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner's prime contractor on the Project and shall not be limited to "ongoing operations". Notwithstanding the foregoing, this Paragraph shall not be construed to require the Contractor to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.

Duration of Coverage. The insurance coverage required shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the commencement of the performance of the design professional services under the Agreement. All other policies shall be in effect as of the date of commencement of the Contractor's services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after final payment to the Owner's prime contractor on the Project and thereafter when the Contractor is assisting or advising the Owner regarding the correction of defective or non-conforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner's prime contractor on the Project. The Contractor shall notify the Owner of any claims against the Professional Liability policy, in which event the Owner shall have the right to require the Contractor at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.

Proof of Insurance. The Contractor shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required by this Attachment C. If any of the required coverages are to renew during the period when such coverage is to remain in effect, or are required to remain in force after final payment to the Owner's prime contractor on the project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with the Contractor's final invoice.

Effect of No or Insufficient Insurance. The Contractor's failure to comply with the requirements of this exhibit shall constitute a material breach of the Agreement entitling the Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by the Contractor pursuant to this exhibit charge such costs thereof to the Contractor. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.

Limitation of This Attachment. Nothing in this exhibit shall negate, abridge or reduce the Contractor's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this exhibit being limited to setting out the Contractor's express obligations with respect to insurance.

Exhibit B – CM/GC Cost Matrix

	Direct Cost of Work	General Conditions	CM/GC Fee	Owner Cost
Project Superintendent		X		
Senior Project Manager (for project-specific time only)		X		
Project Manager		X		
Assistant Project Manager		X		
Field Foremen		X		
Project Engineers		X		
Field Engineers		X		
Site Clerical support		X		
Scheduler (for project-specific time only)		X		
MEP Coordinator (for project-specific time only)		X		
Safety Coordinator (for project-specific time only)		X		
Employee fringes, vacation, and sick leave		X		Project-related
Project-related travel, lodging, meals, per diem, etc.		X		
Jobsite office and storage trailer rental		X		
Job office furniture, equipment, and expendables		X		
Job office security and cleaning		X		
Costs for project-based vehicles		X		
Postage and Shipping		X		
Project photos		X		
Computers, Copiers, Printers, Fax Machines		X		
Document printing		X		
Warranty and correction of non-conforming work	X			
Commissioning coordination		X		
Cost estimating (excluding pre-construction)		X		
Value engineering (excluding pre-construction)		X		
Temporary toilets		X		
Drinking water		X		
Contractor signage		X		
Safety equipment for CM/GC personnel		X		
First aid supplies & Fire Extinguishers		X		
Background checks as required by Owner				X
Substance abuse testing/monitoring		X		
CM/GC mobilization/demobilization		X		
Jobsite security		X		
CM/GC parking/shuttles		X		

	Direct Cost of Work	General Conditions	CM/GC Fee	Owner Cost
Phone & Internet installation & line charges		X		
Telephones, cell phones, radios, pagers		X		
Small tools for CM/GC usage		X		
General Superintendents			X	
Project Executive			X	
CM/GC principal(s) in charge			X	
Payroll/Accounting/Data Processing			X	
Bonuses			X	
Corporate safety officer			X	
Home office administration			X	
Corporate IT support			X	
Computer Software			X	
Home office payroll costs, fringes, bonuses, etc.			X	
Soils report				X
Initial site survey				X
Special inspections and testing				X
Planning and building permits and fees				X
Development fees				X
Performance/payment bond		X		
Subcontractor bonds	X			
Builder's risk insurance				X
General liability insurance		X		
Subcontractor Default Insurance		X		
Contractor Controlled Insurance Program (CCIP)		X		
Construction surveying/building layout	X			
Subcontracts	X			
Wages for trade labor	X			
Labor burden for trade labor	X			
Materials and equipment for site logistics	X			
Rental equipment used on site	X			
Temporary fencing	X			
Barricades	X			
Temporary enclosures	X			
Temporary stairs	X			
Opening protection	X			
Safety railings and fall protection	X			
Weather protection	X			
Temporary utility hookup	X			

	Direct Cost of Work	General Conditions	CM/GC Fee	Owner Cost
Temporary utility bills	X			
Periodic cleanup	X			
Dump fees	X			
Final cleanup	X			
Flagging/traffic control	X			
Dust control	X			
Trade permits (if not included in subcontracts)	X			