



**MEDFORD SCHOOL DISTRICT 549C**

**REQUEST FOR PROPOSALS**

**25-12-17**

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR**

**FOR GRIFFIN CREEK ELEMENTARY SEISMIC RETROFIT**

**DUE NO LATER THAN 2:00 P.M. ON DECEMBER 19, 2024**

MEDFORD SCHOOL DISTRICT

900 Kenyon St.

Medford, OR 97501

Telephone: (541) 842-1118

Pam.Thoren@Medford.K12.OR.US

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**SUPPORTING DOCUMENTS-Download from MSD Website**

**<https://www.medford.k12.or.us/departments1/purchasing-and-distribution>**

- RFP 25-12-17 AIA CONTRACT SAMPLE A133-2019
- RFP 25-12-17 MSD GENERAL CONDITIONS
- RFP 25-12-17 GENERAL CONDITIONS AIA DOCUMENT A201-2017
- STRUCTURAL SEISMIC EVALUATION REPORT
- MARKED FLOOR PLANS (UPON REQUEST)

## Request for Proposal

### CONSTRUCTION MANAGER/GENERAL CONTRACTOR GRIFFIN CREEK SEISMIC RETROFIT

#### PROJECT

#### SECTION I: GENERAL INFORMATION

The Medford School District 549C (Owner) solicits proposals for a construction firm interested in providing Construction Manager/General Contractor (CM/GC) services, as that term is defined in ORS 279C.332(3), for the Griffin Creek Seismic Retrofit Project. Proposals must be received per the following guidelines:

**1. Proposals Due:** **Thursday, December 19, 2024, no later than 2:00 p.m.**

Medford School District Purchasing Office  
Attention: Pam Thoren, Purchasing Manager  
900 Kenyon St.  
Medford, Oregon 97501

**2. PRE-PROPOSAL CONFERENCE:** Wednesday, December 4, 2024 at 2:00 p.m. Meet in the front office at Griffin Creek Elementary School located at 2430 Griffin Creek Road, Medford OR 97501.

**3. CM/GC APPROACH:** The owner has chosen the Construction Manager/General Contractor (CM/GC) project approach over the more traditional design-bid-build in order to obtain the earliest occupancy of the Griffin Creek Seismic Retrofit Project at a Guaranteed Maximum Price (GMP). In addition, the project sequencing, scheduling and logistics required to complete the work within the earliest reasonable time can achieved by the CM/GC approach. It is the intent of the Owner to enter into a contract with the selected CM/GC, which will include pre-construction services with a GMP for the entire scope of work.

**4. MINIMUM PRE-QUALIFICATIONS FOR CM/GC FIRMS:** Certain minimum qualifications have been established in order for the proposers to be considered for the contracts described in the RFP.

4.1 Proposers shall have five or more years continuous experience as a currently incorporated construction firm that has completed at least four other projects of comparable size, cost and complexity during that time.

4.2. Proposers shall have completed at least two CM/GC projects within the State of Oregon within the last five years. The project(s) must have included key personnel (project manager and superintendent) assigned to the project. Key personnel's experience may be with the present employer or with a previous employer.

4.3. Proposers shall be capable of providing a 100% performance bond and a 100% labor and material bond for the project.

4.4. Proposers shall have key personnel available to the Owner and Design Team for the time and magnitude of the project throughout its duration. Key personnel assigned to the project shall maintain their assigned position throughout the project unless requested to be removed by the Owner or unless otherwise approved by the Owner.

4.5. Due to the fast-paced timeline associated with this RFP, proposers may self-certify that they meet these requirements by filling out the enclosed prequalification statement. Prequalification is mandatory. Proposals that do not contain the signed Prequalification Statement will be deemed nonresponsive to this RFP and will be disqualified from further consideration.

**5. RFP METHOD:** The Owner will use the Request for Proposal (RFP) competitive procurement method. The process has several major components, including but not limited to:

1. RFP Notice
2. Question/Answer Period
3. Receipt of Proposal Response

4. Proposal Evaluation Scoring
5. Reference Checks
6. Possible Interviews
7. Letter of Intent to Award
8. Contract Negotiation

**6. EVALUATION FACTORS:** CM/GC's responding to this request will be evaluated on several factors as set forth in the RFP, including but not limited to cover letter, experience and past performance, CM/GC experience, key personnel experience, project understanding, scheduling, cost control, fees and references.

**7. RFP CONTACT:** Questions, interpretations or clarifications for this RFP must be requested in writing via email to [Pam.Thoren@medford.12.or.us](mailto:Pam.Thoren@medford.12.or.us).

**8. RFP DOCUMENTS:** A copy of this RFP and any addenda information can be found on our website at <http://www.medford.k12.or.us/departments1/purchasing-and-distribution-center>.

**9. ADDENDA:** It is the Proposer's responsibility to check our website at <http://www.medford.k12.or.us/departments1/purchasing-and-distribution-center> for any addenda information.

**10. OWNER'S RIGHT TO CANCEL PROCESS OR REJECT PROPOSALS:** The Owner may cancel a solicitation process, or reject any proposal in whole or in part when it is in the Owner's best interest as determined by the Owner. This may include rejecting any proposal not in compliance with all prescribed public contracting procedures and requirements, and for good cause, rejection of all proposals upon a finding that it is in public interest to do so. If the Owner chooses to reject the proposal in part, it may provide notice of any correction or modifications to prospective CM/GC firms who originally submitted proposals, solicit supplemental information from them, and set an expedited deadline for their supplemental submissions.

## **SECTION II: OVERVIEW OF PROJECT**

The Medford School District (MSD) 549C received a grant through Oregon's Seismic Rehabilitation Grant program for a total value of \$1.8 million dollars. The purpose of the project is to seismically retrofit the Griffin Creek Elementary Cafeteria and Classroom Buildings to meet or exceed the code requirements outlined in ACSE41-17 "Seismic Evaluation and Retrofit of Existing Buildings". This will bring the building up to immediate occupancy standards.

### **1. PROJECT COMPONENTS:**

- 1.1 Roofing
- 1.2 Safety
- 1.3 Seismic Improvements
- 1.4 Structural Upgrades
- 1.5 General Remodel
- 1.6 Electrical Considerations
- 1.7 Casework / Countertops
- 1.8 Plumbing

**2. CONSTRUCTION BUDGET:** Initial cost estimate for bonding purposes is \$1,800,000.00

## **SECTION III: OVERVIEW OF SERVICES NEEDED**

**1. CM/GC FUNCTION:** The CM/GC will advise the Owner and the Design Team help in the completion of the design process and will coordinate and manage the construction process as a member of the Project Team, which consists of the Owner, Design Team, and the Contractor. The CM/GC shall be skilled in developing schedules, preparing construction cost estimates at the schematic design, design development and construction stages. In addition, the CM/GC shall be skilled in performing value engineering, analyzing alternative designs, costs and constructability

issues, studying labor conditions, understanding construction methods and techniques, and coordinating and communicating these activities through the design and construction phases to all members of the Project Team. The CM/GC shall be familiar with the local labor and subcontracting market. The CM/GC shall serve as the general contractor for the Project. For clarification, the CM/GC will obtain sub-contractors, but the Owner does reserve the right to deny award of any sub-contract.

**2. PRE-CONSTRUCTION PHASE:** During the pre-construction phase, the CM/GC shall work with the Design Team to analyze the design and recommend modifications for improving the constructability of the facility and providing the Owner with the highest quality facility within the specified time frame and budget.

**3. CONSTRUCTION PHASE:** During the Construction Phase, the CM/GC shall manage the construction, provide and pay for all materials, tools, equipment, labor, professional and non-professional services, and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the work defined in the sample contract attached to this RFP. The CM/GC shall manage those services defined in "CM/GC Scope of Services" of this RFP and other services as may be contractually agreed upon between the CM/GC and the Owner. All other work will be competitively bid and awarded by the CM/GC. The Medford School District 549c will serve as the contracting agency for the project. The Medford School District School Board has approved this procurement process.

#### **SECTION IV: CM/GC SCOPE OF SERVICES**

The CM/GC shall provide the services described in the sample contract document, CM/GC Sample Agreement between Owner and Construction Manager as Constructor where basis for payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price, as well as the following:

**1. INTEGRATED APPROACH:** An integrated project team approach shall be required. This includes participating in design meetings led by Architect to help establish project budgeting and best value considerations. Note, it is anticipated that the CM/GC will be joining the project team during the Design Development Phase to consult on construction schedules, cost, design feasibility, etc.

#### **2. PRECONSTRUCTION SERVICES:**

- Upon authorization to proceed, provide preliminary evaluation of the budget program and other documents prepared by the Architect and their consultants.
- During the course of the design, consult with the Owner and the Design Team regarding design and construction planning for rehabilitation work, selection of materials and systems, construction feasibility, materials and labor availability, time requirements, costs, alternative designs and materials, budgets and economics.
- Attend meetings with the Owner and Design Team at the Medford School District offices.
- Prepare scheduling, cost estimates, value-engineering recommendations, review Design Team's documents for constructability, and provide different options for sequencing of the work.
- Provide estimating and cost control services. Provide recommendations to the Owner for keeping costs within the project budget.
- Prepare estimates and estimate reconciliations at major design milestones.
- Develop a project budget and reporting system and provide monthly cost status reporting, including cash flow projections.
- Review and provide advice on the Design Team's documents for completeness, adequate detailing, compliance with program and adherence to codes or applicable agency requirements.

- Consult with, advise, assist, and provide recommendations to the Owner and the design team on all aspects of the planning and design of the Work in the form of a written report.
- Implement a cost-loaded scheduling system for use during the preconstruction and construction phases.
- Implement all long-lead procurement items and implement an early purchase phase project if warranted.
- The project will occur under the jurisdiction of the Jackson County Building Department.
- The CM/GC will submit for and obtain all required permits and retain copies for the Owner's permanent files. All plan check and building permit fees and any required System Development Charges will be paid by the Owner. All other permit fees will be applied for and paid for by the CM/GC.
- Develop bid packaging strategy that encourages maximum participation by Minority and Women Owned Emerging Small Businesses Enterprises; local contractors, subcontractors, vendors and labor resources as well as diversity of workforce.
- Implement bid process that conforms to the Owner's requirements.
- Plan for construction; work with the Design Team to prepare early bid packages for specific portions of the Project, such as asbestos abatement, demolition, foundation and structural framing, or other portions of work.
- Given the complications associated with working in existing construction, the CM/GC will be relied upon, during preconstruction services, to review the existing construction with respect to as-built plans, verify existing construction elements, and assist with pricing models associated with varying in situ conditions. This review will result in areas and details about the existing construction that are concealed and cannot be adequately documented without exposing the concealed construction. The CM/GC and the Engineer shall work together with the owner to define exploratory locations in order to adequately identify the unknown construction techniques and detailing. Once all parties agree to the number and size of exploratory locations the Contractor shall provide a proposal to perform the destructive investigation to expose concealed construction. Included in the proposal the contractor shall include any pricing necessary for temporary patching as required by the Owner to maintain operations. The contractor's proposal will be processed as an early work amendment to the contract and following destructive investigation the contractor shall report to the Engineer and Owner the results of the investigation.
- It is anticipated that the work of the Project shall be divided into bid packages consisting of separate trade contracts, with the CM/GC acting as the general contractor to these separate subcontractors.
- Recommend bid package strategy to the Design team.
- Perform subcontractor, supplier and labor analysis.
- Develop interest in the project and provide lists of possible subcontractors and suppliers. Encourage maximum participation by local contractors, suppliers, vendors, and labor resources.
- Develop a bidder prequalification process.
- Contractor is required to attempt to obtain three (3) bids.
- Develop a Guaranteed Maximum Price proposal for the entire project based on at least 50%, 75%, 95% and 100% completed construction documents prepared by the Design Team.
- Publicly advertise and competitively bid all the work of the Project to the subcontractors, as stated in the Special Provisions of this RFP and per public bidding requirements.
- The subcontracts will be between the CM/GC and the subcontractors.

- The schedule for the Project will be guaranteed by the contract between the Owner and the CM/GC.
- Distribute bid documents and addenda prepared by the Owner and the Design Team. Include subcontract and bidding conditions particular to the CM/GC's operations and in keeping with public contracting requirements.
- Facilitate bidder questions and responses.
- Conduct pre-bid Conferences and site visits.
- Prepare final construction estimates for each bid package before it goes to bid.
- Review and report on all bids comparing these to final estimates.
- Receive and publicly open all bids and conduct bid analysis.
- Award contracts.
- Conduct Pre-Construction Conferences.
- These bid packages shall be bid and awarded in conformance with the State of Oregon public contracting code and Model Public Contracting Rules.

### **3. CONSTRUCTION PHASE SERVICES**

The CM/GC shall manage the construction, specially including, but not limited to the following:

- Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project.
- Provide a weekly progress schedule to include the current and three (3) subsequent weeks of planned construction activities.
- Establish procedures for submittals, requests for information, payment requests, change orders and other procedures. Maintain logs, files and other documentation.
- Maintain and update the master schedule. Conduct regular site progress meetings with the Owner and Design Team representatives, on a monthly basis minimum.
- Promptly produce and distribute minutes of all meetings.
- Coordinate the work of subcontractors and vendors.
- Provide regular and on-going quality inspection, ensuring that the work complies with the contract documents and all applicable codes and regulations.
- In hiring subcontractors and vendors that may have direct, unsupervised contact with students, the CM/GC will ensure that all such persons are required to submit and pass a Criminal History Records
- Ensure background checks have been completed per the current Medford School District Board Policy GCDA/GDDA-AR.
- Establish a change order processing system.
- The Owner expects a Guaranteed Maximum Price to include any contingency for the CM/GC's use to cover cost considered reimbursable as cost of the work under the CM/GC contract, and no change orders for that work would be necessary. Any change orders may include such things as changes in scope of work, systems, kinds and quality of materials, finishes or equipment at the request or upon approval of the Owner. No other change orders will be issued.

- Establish and implement a cost reporting system that tracks and reports status of Subcontractor, vendor and supplier payments, change orders, contingency and overall project budget status.
- Report progress of the work and recommend such action as may be necessary to keep the project on schedule and within budget.
- Review all subcontractor requests for time extensions and make recommendations to the Owner.
- Establish a subcontractor payment process.
- Inspect and verify the status of work performed and materials stored, and certify all subcontractor payment requests.
- Use cost-loaded CPM schedule for calculating subcontractor payments.
- Verify compliance with prevailing wage rate requirements.
- Provide comprehensive Monthly Payment reports, including cost status, quality control reports, RFI, submittal and potential change order status and status of outstanding issues.
- Establish and maintain Quality Control (QC) program.
- Establish tracking of and participation of local subcontractors, vendors, suppliers and local labor force. Provide monthly summary report in a format agreeable to the Owner.
- Establish and implement Drug Testing and Safety Plans in accordance with State Law 279C.505(2) and ensure all persons submit to and pass a Criminal History Records Check/Fingerprinting per the current Medford School District Board Policy GCDA/GDDA-AR.
- Provide training to the Owner's operational and maintenance staff.
- Prepare Operations, Maintenance Manuals, and As-Built Documentation on marked up copies of the contract documents including drawings and specifications, as defined in the contract documents.
- Upon completion of the project, provide the Owner with a Final Report and Final GMP Reconciliation.
- Prior to the end of 30 days after a certificate of occupancy is provided to the Owner conduct a review meeting with the Owner and Design Team to review whether it was actually in the best interest of the Owner to use the alternate contracting method (CM/GC) for the project.
- Prior to completion of the one-year warranty period, conduct a review of the project with the Owner and the Design Team to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.
- CM/GC must provide project as-builts before the project is considered complete.

#### **4. COORDINATION OF CONTRACTS**

The above is considered a general overview of the scope of services expected from the CM/GC. It is not intended to relieve the CM/GC of professional responsibility to perform services in all areas necessary for the Owner to have a complete, fully operational, Classroom Buildings and Cafeteria, on schedule and within budget, at the end of the contract term.

#### **5. CONFLICTS IN DOCUMENTS**

In the event of a conflict or discrepancy amount the Contract Documents, interpretations will be based on the following priorities:

##### 5.1 RFP

- 5.2 AIA Agreement
- 5.3 Addenda, with those of later date having precedence over those of earlier date
- 5.4 MSD General Conditions for Public Improvement Contracts
- 5.5 AIA General Conditions
- 5.6 Schedules
- 5.7 Drawings & Specifications
- 5.8 In the case of inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quality or more appropriate installation of Work shall be provided in accordance with the Architect’s interpretation.
- 5.9 Large Scale Drawings
- 5.10 Small Scale Drawings

**SECTION V: PROJECT SCHEDULE:**

Preliminary Griffin Creek Elementary Seismic Retrofit Project Schedule:

- Design: December 2024 – April 2025
- Bidding: April 2025 – May 2025
- Construction: June 2025 – August 2025

**SECTION VI: SPECIAL REQUIREMENTS**

Any firm proposing should note the following special requirements concerning the management of the Project:

**1. GMP DETERMINATION:** It is the intent of the Owner to enter into a contract with the selected CM/GC where the basis of payment is the Cost of the Work plus a fee with a Guaranteed Maximum Price (GMP) for the entire scope of the work. Prior to the award of the construction contract, the CM/GC shall provide the Owner with a GMP, which will include estimated construction costs, CM/GC fees, and contingency costs. A full description of items that make up the GMP, including all details, will be required, consistent with the provisions of the contract. The GMP shall be determined in accordance with the formula set forth below.

	Pre-Construction Costs (Becomes a not-to-exceed amount)
+	CM/GC Fee (Initially based on a percentage of the Cost of the Work but becomes fixed dollar amount, which is subject to adjustment with calculation of the final GMP)
+	Early Work Amendment(s)
+	Cost of the Work (becomes a total amount based on established Pay Items)
+	Bonds and Insurance (estimated costs)
+	CMGC / Contingency (an allowance not included in Cost of the Work)
+	Owner Contingency (TBT but not less than 4%, not included in cost of work)
=	GMP

The final construction cost shall be the GMP less any contingency costs that were NOT used. The CM/GC will also provide the Owner with a Public Works Bond, Performance and Payment bonds for the amount of the initial pre-construction services, as well as insurance certificate (s) upon execution of the CM/GC contract. As the project progresses, the Performance and Payment bonds will be adjusted to reflect the full value of the contract. Any amount that exceeds the GMP determination will not be paid by the Owner, unless the increase is a request of material change or scope of work change as agreed upon in writing.

Once GMP is established any cost savings the CM/GC realizes in performing the work will accrue to the owner.

## 2. DEFINITIONS:

**EARLY WORK:** Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.

**CM/GC CONTINGENCY:** The CM/GC contingency is available to the Contractor to cover increased costs incurred as the result of causes beyond its control, such as lost time, increases in bid or negotiated contracts, acceleration required to meet owner directed changes in scope of work, correcting defective, damaged or nonconforming work; design errors or omissions due to incomplete destructive investigation and/or lack of constructability review as defined in section 2; subcontractor defaults; or unanticipated general condition expenses, or unforeseen conditions. The CM/GC is to provide the owner written notice of why the CM/GC is requesting the use of contingency funds for approval. Upon the completion of the project and final acceptance, any unused CM/GC contingency will be returned to the Owner.

**OWNER CONTINGENCY:** The Owner contingency is for the Owner's use in paying for design errors or omissions that could not have been identified through complete destructive investigation and/or complete construction feasibility review, unforeseen conditions neither the CMGC nor Engineer could have anticipated during preconstruction services and changes in scope as directed by the Owner. All draws on Owner contingency shall be requested in writing and shall be approved prior to proceeding. Upon the completion of the project and final acceptance, any unused Owner contingency will be returned to the Owner.

**3. CONTRACTOR PROVIDED OPPORTUNITIES:** The selected CM/GC will be required to develop a plan demonstrating good faith efforts to provide opportunities for local sub-contractors, Minority and Women Owned Businesses and Emerging Small Enterprise. The plan shall also include the CM/GC's approach encouraging a diverse work force. Local contractors are defined as contractors, subcontractors, vendors, and material suppliers residing and doing business within Jackson County, OR for at least the last 12 months. The CM/GC will be expected to provide a monthly status report.

**4. SUB-CONTRACTOR PROCESS:** The process used to award construction contracts by the CM/GC will be monitored by the Owner and the CM/GC will issue status reports on a monthly basis. The CM/GC will be required to follow these procedures:

- 4.1 The CM/GC must publicly advertise for all sub-bid packages at least ten (10) days in advance of the bid closing date in publications of record.
- 4.2 The CM/GC must publicly solicit, receive and open bids, and award contracts.
- 4.3 The bid opening will be attended by a representative(s) of the Owner and will be held at the district's facilities office conference room located at 900 Kenyon St., Medford OR 97501.
- 4.4 All bids will be required to be written and submitted to a specific location at a specific time.
- 4.5 The CM/GC must make a good faith effort to obtain at least three (3) bids for all sub-bid packages.
- 4.6 The CM/GC must adhere to all public bidding requirements. The CM/GC's sub-contracting records are considered public records, unless exempt. The CM/GC must award the work of each sub-bid package to the lowest responsible bidder.
- 4.7 If the CM/GC cannot obtain three (3) acceptable bids, the CM/GC will be required to provide written explanation to the Owner and a recommendation for how the CM/GC desires to proceed with awarding the work. The CM/GC will be required to obtain written approval from the Owner to proceed with the award of a contract under these circumstances.

- 4.8 If the CM/GC elects to perform any of the construction of the identified sub-bid packages with its own forces, the work must still be competitively bid as described above and the CM/GC must submit the lowest price in order to be awarded a contract for this work. For these sub-bid packages, where the CM/GC wishes to submit a competitive bid, bids will be delivered directly to the Owner's project manager, and the Owner will administer and open these bids.
- 4.9 The CM/GC will resolve any and all sub-contractor protests.
- 4.10 While the Owner has a strong desire to encourage opportunities for local contractors, suppliers, and labor resources, all work must be awarded under the competitive bidding requirements described above.

## **SECTION VII: LEGAL INFORMATION**

**CONTRACT FORMAT:** The Owner will negotiate with the CM/GC using a standard contract. The contract terms which may be negotiated include the details of contract performance, methods of construction, timing assignments of risk, fees and costs, and other matters that affect cost or quality.

**COMPLIANCE WITH LAW:** All CM/GC firms must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All firms shall be required to comply with ORS 656.017 regarding Worker's Compensation. Firms are required to be registered with the State of Oregon Construction Contractors Board or the proposal will not be considered. No proposal will be received or considered by the Owner unless the proposal contains a statement as to whether the firm is a resident bidder as defined in ORS 279A.120.

**PREVAILING WAGE RATES:** Prevailing wage rates for public works contracts in Oregon are required for this Project. No proposal will be received or considered by the Owner unless the proposal contains a statement that the firm will comply with the provisions of ORS 279C.800 – 279C.870 or 40 U.S.C. 276a.

**OWNERSHIP OF DOCUMENTS:** All documents, reports, proposal submittals, working papers or other material submitted to the Owner from the CM/GC firm shall become the sole and exclusive property of the Owner, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the CM/GC firm. The CM/GC firm shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the Owner as a result of this solicitation.

**PUBLIC RECORDS:** Notwithstanding any requirements to make proposals open to public inspection, the Owner may withhold information exempt or conditionally exempt from disclosure under Oregon Public Records law on the following conditions:

1. If the proposer reasonably believes there are any grounds for exempting information for disclosure under such law, they shall mark the information accordingly;
2. Many exemptions are conditioned upon official or judicial determinations. It shall be the Proposer's obligation to establish that the information is exempt from disclosure;
3. The proposer shall defend, indemnify, and hold the Owner harmless from any claim or administrative appeal, including costs, expenses and any attorney's fees, related to a request to disclose information which Proposer has labeled as confidential. The Owner will not keep confidential information about cost, price, and delivery, which may be open to public inspection. Generally, any resulting contract is a public record. The Owner shall be entitled to use information which the Proposer has labeled as confidential, in whole or in part, for proposal evaluation and may make copies for this purpose. Any restrictions related to the information marked confidential do not apply, if the Owner has the right to or has obtained the information from another source.

**NO GUARANTEE OF CONTRACT:** This request for CM/GC does not commit the Owner to award a contract and to pay any cost incurred by companies responding to the proposal. Any and all costs incurred by a prospective

CM/GC firm associated with the submission of a Proposal, interview, contract negotiation, and related expenses are solely the responsibility of that firm.

**MECHANICS LIENS OR STOP NOTICES:** The resultant contract shall at all times indemnify and hold the Owner harmless from all claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration or installation of structures, improvements, equipment or facilities, and from the cost of defending against such claims, including attorney's fees and costs.

#### **SECTION VIII: PROTEST PROCESS**

**PROTEST OR PROCESS AND SOLICITATION:** For public improvement contracts, a prospective proposer may protest specifications or contract terms and conditions pursuant to OAR 137-049-0260 (3), (4) and (5). Unless otherwise specified in the Request for Proposal, the protest shall be filed with the RFP Contact no later than 10 days before the proposal opening.

- **PROPOSER'S WRITTEN PROTEST SHALL INCLUDE:**
  - A detailed statement of the legal and factual grounds for the protest;
  - A description of the resulting prejudice to the Proposer; and
  - A statement of the desired changes to the contract terms and conditions, including any specifications.
- **A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS;**
  - "Contract Provision Protest"; and
  - RFP Document number (or other information as specified in the RFP document).
- **OWNER RESPONSE:** The Owner is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The Owner shall provide notice to the applicable person if it entirely rejects a proposal. If the Owner agrees with the Proposer's request or protest, in whole or in part, the Owner shall either issue an addendum reflecting its determination under OAR 137-049-0260 or cancel the solicitation under OAR 137-049-270.
- **EXTENSION OF CLOSING:** If the Owner receives a written request for change or protest from a Proposer in accordance with this rule, the Owner may extend the RFP due date if the Owner determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the RFP Document.
- **PROTEST OF INTENT TO AWARD:** Anyone responding to the Request for Proposal who is not recommended for award by the evaluation committee may protest the recommendation, which is also the Intent to Award, to the School Board, in accordance with OAR 137-049-450 (4), (5), (6), (7).
- **FORMAT:** Any protest must be made in writing, be received before the contract is awarded by the Owner, clearly state the grounds for the protest, and indicate what condition(s) resulted in the proposal not being recommended for award. Any protest which does not comply with the applicable procedures may be rejected.
- **TIMING:** Any protest must be received by the Owner no later than seven (7) calendar days after notice of the Owner's decision was mailed. Upon receipt of the protest, the Owner shall notify the proposer recommended for award of the protest and the evaluation committee. The Proposer and the evaluation committee shall have three (3) calendar days from the date the protest was filed to respond to the protest in writing, if they so desire.
- **OWNER RESPONSE:** When a protest is filed, the Owner shall prepare written analysis of the protest, and make a recommendation to the School Board as to appropriate action to be taken.
- **THE GROUNDS FOR PROTEST ARE:**

- The evaluation committee has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials.
  - Different criteria were used to evaluate different proposals.
  - The evaluation committee unfairly applied the evaluation criteria to a proposal.
  - A member or members of the evaluation committee had a relationship with a proposer that represented a conflict of interest.
  - The criteria used to evaluate the proposals did not pertain to the services or products requested.
  - A member or members of the evaluation committee demonstrated bias toward a proposal or proposer.
  - The Owner abused its direction in rejecting the protester’s proposal as nonresponsive.
  - The evaluation of the proposals is otherwise in violation of any provisions of ORS 279A or ORS 279B of 279C.
  - All higher ranked proposals are nonresponsive.
- **REVIEW OF PROTEST CRITERIA AND DECISION:** The Owner shall present the issues orally or in writing at a public meeting. The appellant shall then have ten (10) minutes to specifically address the protest criteria, the evaluation committee’s recommendation and the recommended proposer(s) shall have a total of ten (10) minutes to respond, divided between them as they wish.

If a protest is filed in a timely manner, the School Board shall consider the evaluation committee’s recommendation and the allegations of the protest before rendering a final decision and shall state the conclusions reached and reasons, either in writing or on record in a public meeting of the School Board. Any decision to overturn the recommendation shall be based on a finding that one of the criteria above occurred to the substantial prejudice of the appellant.

**SECTION IX: RFP PROCESS**

**RFP POSTED:** Public notice of the RFP was published in appropriate publications.

**PRE-PROPOSAL CONFERENCE:** There will be a pre-proposal conference on Wednesday December 4, 2024 at Griffin Creek Elementary School located at 2430 Griffin Creek Road, Medford, OR 97501 at 2:00 p.m. meeting in the office.

**WRITTEN QUESTIONS AND ADDENDA:**

3.1. Questions regarding the information contained in the RFP must be submitted to the RFP Contact no later than the date and time outlined in the project schedule. All questions must be RECEIVED by the specified date and time outlined in the RFP Schedule. No oral questions will be accepted other than at the pre-proposal conference. E-mail all questions regarding clarifications, technical questions or questions regarding the bid process to [Pam.Thoren@medford.k12.or.us](mailto:Pam.Thoren@medford.k12.or.us).

3.2. All questions received by the party listed above that require clarification or modifications to the terms and conditions of the RFP will be answered by addenda to this RFP. Addenda will be posted to our website (<https://www.medford.k12.or.us/departments1/purchasing-and-distribution-center> ) no later than the date and time outlined in the project schedule. Anonymity of the source of the specific questions will be maintained in the written response. It is the Proposers responsibility to check the website for all addendum.

**ADDENDA:** If in the Owner’s opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFP. Any oral instructions or information concerning the specifications or other information

given out by the Owner or Design Team to prospective firms shall not bind the Owner. All addenda shall be issued by the RFP Contact and posted on the Medford School District website.

**PROTEST OF SOLICITATION PROCESS:** Protest of the specifications or contract terms and conditions pertaining to the RFP must be submitted in writing to the RFP Contact no less than ten (10) days before the proposal opening. All responses will be made in the form of addendum and will be made available on our website (See Section VIII: Protest Process subsection 1).

**RFP PROPOSAL DUE AND OPENED:** Interested CM/GC firms' proposals must be received no later than the date and time outlined in the RFP Schedule. Submittals shall be mailed or delivered to:

Medford School District – Attn: Pam Thoren  
RFP 25-12-17  
900 Kenyon Street  
Medford, OR 97501

The proposals will be opened in the facilities office conference room by the RFP Contact. Since this process involves an RFP and not a straight bid, the names of participants submitting proposals may be announced, but their cost proposals will not. Information is available and all proposals may be reviewed at the Medford School District, by appointment only, once the Intent of Award is announced.

**LATE SUBMISSIONS:** Proposals will be considered late if they are received at any time after the time and date outlined in the RFP Schedule. Proposals received after the specified date and time will be rejected and returned unopened.

**INITIAL EVALUATION:** Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee of at least five (5) members selected from the following staff/groups:

Medford School District 549C Executive Director of Security, Leadership and Facilities  
Medford School District 549C Facilities Manager  
Grounds Supervisor  
Carpentry Supervisor  
Mechanical Supervisor  
Energy Conservation Specialist

**SHORTLIST:** the committee may invite the top three (3) finalists to an interview. The Owner will provide the top three (3) finalists with written notice.

**REFERENCES:** Members of the committee will check references for the finalists. Response information will be provided to all members of the committee.

**INTERVIEWS:** Interviews are optional. Should interviews be held, the shortlisted firms will be notified and advised how we will proceed.

**FINAL EVALUATION:** The results of the proposal evaluations, possible interviews and reference checks shall be used to determine a final ranking for the finalists.

**SELECTION:** The evaluation committee will provide a recommendation to the School Board for their consideration and approval. For information regarding the Protest of Intent of Award, refer to Section VIII [2] of this RFP.

**NON-SELECTED PROPOSERS:** If proposers that are not selected wish to follow up with the owner, they may request a meeting within 10 days of announcement of Notice of Intent to Award.

**CONTRACT NEGOTIATIONS:** Upon School Board approval of the Evaluation Committee's recommendation, the Owner will proceed to negotiate a contract with the approved CM/GC firm. If negotiations are not successful, the

Owner may break off negotiations and begin negotiations with the number two-ranked CM/GC firm, and so forth until a contract is negotiated. The School Board must approve and make a final award of Contract.

**CONTRACT BASED ON GMP AGREEMENT:** It is the intention of the Owner to enter into a contract with the selected CM/GC, which will include a fixed fee for the pre-construction activities up through submittal of a GMP and a fixed fee for remaining CM/GC services as part of the total GMP. If the Owner is unable to successfully agree upon a GMP for the project with the selected CM/GC, the Owner reserves the right to terminate the contract and commence negotiations with the next ranked finalist. Upon termination of the contract, the Owner will accept assignment of long-lead subcontracts previously agreed to and awarded. The Owner reserves the right to reject all proposals.

**CONTRACTOR WITHDRAWAL FROM PROCESS:** Once submitted, any firm proposing may withdraw the proposal at any time prior to the day of opening. However, all proposals shall be irrevocable for a period of sixty (60) days from the day of the opening.

**SECTION X: RFP SCHEDULE:**

The milestones for the selection process are defined below. The dates are approximate and SUBJECT TO CHANGE.

<b>Activity</b>	<b>Date</b>
Request for proposals announcement	November 27, 2024
Pre Proposal Meeting	December 4, 2024 at 2:00 p.m.
Last day to submit questions for clarification	December 12, 2024 by 2:00 p.m.
Last Addendum issued	December 13, 2024 by 2:00 p.m.
Last day to submit proposals	December 19, 2024 no later than 2:00 p.m.
Evaluation committee meets	December 20 – December 24, 2024
Evaluation committee possible interviews	December 24, 2024
Notice of Intent to Award	December 26, 2024
Award contract	December 27, 2024
Begin CM/GC Design-Construction	December 30, 2024

**SECTION XI: EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the following areas and points assigned:

<b>Evaluation Criteria</b>	<b>Maximum Possible Points</b>
Firm Experience/Past Performance	10 points
CM/GC Related Experience	15 points
Key Personnel Experience	10 points
Overall Project Understanding / Approach	15 points
Scheduling Approach	15 points
Cost Control	15 points
Fee	10 points
References	<u>10 points</u>
Maximum Possible Points	100 points

**SECTION XII: SUBMISSION REQUIREMENTS**

**RESPONSE FORMAT:** The responses shall be organized in the manner and shall be presented in the same sequence as indicated below. Any deviation from the format may result in the Evaluation Committee being unable to locate specific information that may result in a loss of points.

Proposals shall be limited to twenty-five (25) 8-1/2 x 11 pages total, including all exhibits and/or attachments. All pages shall be numbered. Please include a flash drive of your proposal. The pages listed below are exempt from the 25-page limit: cover and back of submittals, a one-page cover letter, a one-page table of contents, resumes of key personnel, tab and blank divider pages, certified letter from bond and Surety Company, and the non-collusion and proposal forms. The Proposals shall be tabulated in separate sections in response to the detailed proposal requirements. All material shall be in 8-1/2 x 11 format, bound vertically on the 11" side.

**DOCUMENTS REQUIRED:** Proposal Packages must include the following:

Response documents and all requested additional related items such as resumes, schedules, bonding certificates etc.

- Statement of Prequalification (Attachment A)
- Statement of Assurance (Attachment B)
- Demonstrated Drug Testing Program (Attachment C)

**NUMBER OF RESPONSES REQUIRED:** Proposers shall submit ONE ORIGINAL AND three (3) COPIES of the total proposal and attachments. In addition, Proposers shall submit one thumb drive with a copy of the complete RFP.

### **SECTION XIII: CONTRACTOR'S RESPONSE DOCUMENT**

Proposals must reply to each of the following items. Responses must appear in the same order listed below. Concise and direct answers are encouraged.

**1. COVER LETTER:** A letter of introduction stating that the applicant wishes to be considered for the project. Include full name of firm or joint venture, RFP contact person, email address, mailing address, telephone and facsimile numbers. If joint venture, the relationship of the two parties shall be indicated in terms of percentage participation in the work and in the fee.

#### **2. FIRM EXPERIENCE/PERFORMANCE ON PAST PROJECTS (10 points possible)**

2.1 Firm Description: Provide a brief description of your firm's history, the type of work you have performed and your capabilities. Include an Annual Volume of Figures for the past five years and current bonding capacity. Provide a certified letter from your bonding or surety company that certifies your firm's bond history, existing bonded contracts and current, total bonding capacity. If a joint venture, provide the information for each of the firms involved. List the sub-consulting firms that will be part of your team during the Pre-Construction phase of the work.

2.2 Project Experience: Describe overall firm experience, and provide a listing, in chronological order, in chart format, of your firm's last (5) completed projects of \$1 million or more performed within the last 5 years.

- Include completion date
- Name of owner
- Contact person and their current phone number
- Name of Architect, contact person and current phone number
- Name of contractor and construction manager
- Location of job
- Description of job (i.e., remodel or new construction, Seismic Rehabilitation, etc.)
- Final construction contract amount
- Total dollar amount of change orders

2.3 Specific Facility Experience: Describe specific experience, and provide a listing as indicated above of your firm's experience in the following types of facilities, including all information indicated above:

2.4 Public Agencies and Public Contracting: Describe your firm's experience on projects for public agencies and performed under public contracting statutes and requirements.

2.5 Remodeling: Describe your firm's experience on projects where interior and exterior remodeling was done to existing timber-framed structures.

**3. CM/GC RELATED EXPERIENCE (15 points possible):** Describe firm experience with CM/GC-GMP projects for the public sector. The listing should follow the format described above in the previous item, but should include both the original GMP and the final cost of the Work. If the firm's public sector CM/GC-GMP experience is limited, experience with pure CM, General Contractor, Design/Build or CM/GC-GMP for the private sector may be discussed.

**4. KEY PERSONNEL EXPERIENCE (10 points possible):**

4.1 Organization of Team: Provide a project organization chart showing your proposed staff for this job, including all professional staff in the following areas: project management, estimating, pre-construction and construction phase services. Identify your Project Manager, Project Executive, and Site Superintendent.

4.2 Team Member Resumes; Include resumes for all individuals listed in the chart. Indicate the proposed percentage or full time equivalent (FTE) that each person will work on this project during Phase I – Pre-Construction Services, and Phase II – Construction Phase Services. (100% = 1.0 FTE). The resumes shall include each individual's education, work history, length of tenure with your firm, and relevant, prior experience.

4.3 Additional Team Members: For those individuals that are not full time, describe how they will work on the project. If your proposal involves individuals from more than one firm, describe prior experience, if any, of the firms and individuals work with each other, and how the proposed team will work for this project. By listing the individuals in the proposal, the firm assures that these individuals will work on the project at an approximate minimum of the percentages shown. The Owner reserves the right to request a substitution of personnel if deemed to be in the best interest of the Owner.

Should the firm be invited to an interview, the key personnel listed above will need to be in attendance and questions may be directed solely to them. At a minimum, the Project Manager, Superintendent and Project Executive dedicated to the project shall be in attendance at any interview.

**5. OVERALL PROJECT UNDERSTANDING / APPROACH (15 points possible):**

5.1 Organizing the Project: Describe your firm's overall CM/GC plan for completing the project. Discuss your approach to reviewing the program and services to be provided during design and managing construction. Within the parameters described in this RFP, how would you organize and monitor the work to ensure quality, function, timely completion and cost within or under budget? What will be done by your firm to guarantee the GMP will be achieved with the Owner's budget as required?

5.2. Phasing and Packaging: Given the available project information, describe how your firm will develop phasing and bid packaging for the project.

5.3. Project Management: Describe how your firm will approach the project management and construction management aspects of this project. How will your firm ensure that the Owner's needs are met?

5.4. Organizational Tools: Discuss your firm's approach to providing the successful CM/GC services based on prior experience, including cost, schedule and quality effectiveness. Include specific examples of actual products, such as estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.

5.5. Problem Solving: Describe your approach to problem solving for this project. Describe the largest challenge your firm faced within the last five years in working on similar projects, and how you resolved that challenge.

**6. SCHEDULING APPROACH (15 points possible):** Describe how your firm will ensure that the schedule requirements are met. Specifically, how will your firm organize your work, staffing, and coordination of team members in order to ensure that all schedule milestones are achieved? How will your firm report progress and

mitigate delays? Describe prior experience and approach with fast-track phased construction bid packages. What has been your recent experience on fast-track phased construction in terms of completion of bid packages?

**7. COST CONTROL (15 points possible):** Give a description of how your firm will manage the work to control costs and optimize savings during the pre-construction and construction phases.

**8. FEE (10 points possible):** Provide a proposal of fees and costs as follows:

- State the total Construction Phase fee as a percentage of the cost of the work for services described in the RFP and attachments.
- Provide a “Not to Exceed Cost” as described in the Pre-Construction Services for the services described in the RFP and attachments.
- Please note: Estimates for fees and costs shall be accompanied with a detailed breakdown. This fee information, while a critical element of the evaluation/selection process, will also be used in the negotiation of the final agreement.
- The Fee criteria will be evaluated based on clarity of the cost breakdown, the cost itself, and what is included or excluded in the breakdown of cost.

**9. REFERENCES (10 points possible):** Provide at least three (3) references for projects of similar size and scope including client name, key contact’s name, address, email, and phone number.

**ATTACHMENT A**  
**PREQUALIFICATION STATEMENT**

**PROJECT TITLE:** Griffin Creek Elementary Seismic Retrofit Project  
Construction Manager / General Contractor

**PROJECT LOCATION:** 2430 Griffin Creek Rd, Medford, OR 97501

Proposers must meet certain minimum Prequalification Criteria in order to be eligible to submit proposals. In the interest of expediting the contract awards and reducing preparation expense to potential Proposers, the owner will allow Proposers to self-certify that they meet the following pass/fail Prequalification Criteria and are therefore eligible to propose on this procurement:

- **Bonding Capacity:** The Proposer must be capable of providing, for the full term of the project and one year after completion, a 100% Performance Bond and 100% Payment Bond for a project valued up to 100% of the construction costs, estimated to be up to \$1,800,000.00 for this CM/GC Contract.

Do you meet these criteria (Yes or No)?

- **Specialized Experience:** The Proposer must have completed at least two projects of similar or greater scope, which were contracted under either ORS rules and regulations or similar large public bodies in the Northwest United States (Alaska, Washington, Oregon, Idaho, Montana, Northern California) within the last five years.

Do you meet these criteria (Yes or No)?

- **Availability:** The Proposer's anticipated work in terms of time and magnitude for the time-period December 2024 – August 2025, must accommodate this project, including availability of key personnel for this project.

Do you meet these criteria (Yes or No)?

- **Licenses:** The Proposing firm and its subcontractors must be licensed to do business in the State of Oregon. This means that the firms must have current Oregon Construction Contractors Board registration.

Do you meet these criteria (Yes or No)?

If not, how do you propose conforming to this requirement?

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

**ATTACHMENT B  
STATEMENT OF ASSURANCES**

**PROJECT TITLE:** Griffin Creek Elementary Seismic Retrofit Project  
Construction Manager / General Contractor

**PROJECT LOCATION:** 2430 Griffin Creek Road, Medford, OR 97501

- 1) The undersigned attests that he/she has the authority and/or responsibility to represent the organization submitting this Proposal in all phases of the Request for Proposal (RFP) process and in this Statement of Assurances.
- 2) The Firm understands that this RFP is considered an integral part of the RFP process, and RFP terms shall be binding on the Firms. Failure of the successful Firm to accept these obligations in a Contract as authorized by the Statement of Assurances may result in cancellation of an award.
- 3) The proposer accepts all terms and conditions contained in this RFP and the RFP and Proposal Response, and any modifications will be made part of the contract documents. It is understood that all proposals become part of the public file on this matter, unless limited and specific information is identified and exempt under Oregon Public Records Law.
- 4) The undersigned understands that any false or substantially incorrect statement in the RFP or Statement of Assurances may disqualify this Proposal from further consideration or any further Contract.
- 5) Firm understands that in responding to the RFP, Firm agrees to comply with all applicable federal, state, and local laws, regulations and requirements related to the RFP and performance of any resulting Contract, including but not limited to those referenced in this RFP.
- 6) The undersigned acknowledges receipt of and agrees to be bound by addenda numbered \_\_\_\_\_, inclusive and any additional addenda issued until intent of Award has been posted.
- 7) The Firm certifies that the Contractor can meet the insurance requirements outlined in the proposed Contract (Insurance Coverage Required) and that the Firm understands that such coverage must be kept active during the entire term of the Contract, if selected. Contractor shall commence no work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- 8) Non-Collusion: The undersigned certifies that:
  - a) This bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
  - b) The contents of this bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the bid.
- 9) The Contractor is a resident Contractor \_\_\_\_\_ or nonresident Contractor \_\_\_\_\_ of the State of Oregon as defined in ORS 279A.120.
- 10) The Undersigned certifies that they are in compliance with requirements for construction contractors or landscape contractors and are registered and bonded with the State of Oregon Construction Contractors Board as follows:
  - (a) Registration NO. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

11) The Undersigned agrees, if awarded a contract, that they will comply with the provisions of **ORS 279C.800 – 279C.870** pertaining to the payment of the prevailing wage rates. By signing below the Undersigned agrees that he/she affirmatively acknowledges the following:

(a) Compliance with ORS 279C.838 and 40 USC 3141 et seq (if both state and federal Davis-Bacon applies. IF the state rate is higher, the contractor and every sub-contractor shall pay at least the state rate); or compliance with ORS 279C.840 (Davis-Bacon does not apply, and only the state prevailing rate of wage is to be paid); or compliance with 40 USC 3141 et seq (only Davis-Bacon rate of wage applies, or is the highest one for all of the job categories).

12) By signing this page Contractor hereby certifies that s/he has not discriminated against minority, women or emerging small business enterprises in obtaining any required sub-contracts, and Contractor hereby certifies that to the best of Contractor's knowledge, s/he is in compliance with all Oregon Tax laws described in ORS 305.380(4).

I, the undersigned, have read and thoroughly understand the requirements, special provisions, Proposal Instructions and all other Conditions of the RFP issued by MEDFORD SCHOOL DISTRICT 549C for the NMHS Gym Seismic Retrofit Project. I have read and understand the entire contract provisions included in the RFP and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this RFP.

**Firm Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Authorized Representative's Signature:** \_\_\_\_\_

**Type or Print Name:** \_\_\_\_\_

**Representative's Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Federal Business I.D. No.** \_\_\_\_\_

**NOTARY:**

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Notary Public for the State of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**ATTACHMENT C**  
**DEMONSTRATED DRUG TESTING PROGRAM**

**PROJECT TITLE:** Griffin Creek Elementary Seismic Retrofit Project  
Construction Manager / General Contractor

**PROJECT LOCATION:** 2430 Griffin Creek Rd, Medford, OR 97501

ORS 279C.505 requires that all public contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposer is therefore required to certify that Proposer has an employee drug-testing program in place that applies to all employees, and will maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Proposer states that the Proposer:

CHECK ONE: ( ) Does ( ) Does not Comply with the following:

Proposer has a drug-testing program in place and in compliance with ORS 279C.505 (2) which applies to all employees. Proposer shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract.

I, the undersigned, a duly authorized representative of the Proposer, hereby certify that the answers to the foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_

Signature of the Authorized Representative

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Representative's Title or Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**EXHIBIT A  
SAMPLE GMP AMENDMENT TO CM/GC CONTRACT**

**THIS AMENDMENT IS BETWEEN:**

**OWNER: MEDFORD SCHOOL DISTRICT 549C**

**(CONTRACTOR NAME):**

**CONSTRUCTION MANAGER:**

**GENERAL CONTRACTOR ("the CM/GC"):**

**The Project is: (PROJECT NAME)**

Date of Original CM/GC Contract ("Contract"):

Date of this Amendment: -----

**The Owner and CM/GC hereby amend the Contract as set forth below. Capitalized terms not otherwise used herein shall have the meanings given in the Contract. Except as amended hereby, the Contract remains in full force and effect.**

**1. GMP.** The parties agree that the GMP for the Project is \$\_\_\_\_\_, consisting of the, Estimated Cost of the Work and the CM/GC Fee (stated as a fixed dollar lump sum amount), as follows:

Preconstruction Costs (Becomes a not-to-exceed amount):	\$ _____
CM/GC Fee (XX% of Est. COW):	\$ _____
Early Work Amendments:	\$ _____
Estimated Cost of Work (Est. COW):	\$ _____
Bonds and Insurance (Includes Builders Risk):	\$ _____
CMGC / Contingency	\$ _____
Owner Contingency	\$ _____
GMP (Total of above categories):	\$ _____

**The Owner and CM/GC hereby amend the Contract as set forth below. Capitalized terms not otherwise used herein shall have the meanings given in the Contract. Except as amended hereby, the Contract remains in full force and effect.**

**2. GMP.** The parties agree that the GMP for the Project is \$\_\_\_\_\_, consisting of the, Estimated Cost of the Work and the CM/GC Fee (stated as a fixed dollar lump sum amount), as follows:

Preconstruction Costs (Becomes a not-to-exceed amount):	\$ _____
CM/GC Fee (XX% of Est. COW):	\$ _____
Early Work Amendments:	\$ _____
Estimated Cost of Work (Est. COW):	\$ _____
Bonds and Insurance (Includes Builders Risk):	\$ _____
CMGC / Contingency	\$ _____
Owner Contingency	\$ _____
GMP (Total of above categories):	\$ _____

For purposes of determining the GMP, the Estimated Cost of the Work includes the CM/GC's Contingency, the Fixed Cost for GC Work, and the costs of all components and systems required for a complete, fully functional facility.

2. **Basis of GMP.** The GMP is based on the GMP Supporting Documents attached as Attachments A-C including the, assumptions and exclusions.
3. **Plans and Specifications.** The Plans and Specifications for the Project are as listed in the GMP Supporting Documents. CM/GC shall perform Construction Phase Services in accordance with the Plans and Specifications and the other Contract Documents.
4. **Substantial Completion Date.** Notwithstanding any provision in the GMP supporting documents to the contrary, the required date for Substantial Completion shall be -----.
5. **Final Completion Date.** Notwithstanding any provision in the GMP Supporting Documents to the contrary, the required date for Final Completion shall be -----.

THIS CONTRACT is **executed in two original copies of which one is to be delivered to the CM/GC, and the remainder to the Owner.**CM/GC:

Name of Firm: XX

Address: XX

CM/GC's Federal I.D. #: XX

Construction Contractor's Board Registration No.:

\_\_\_\_\_  
Signature of Authorized Representative of CM/GC

Title:

Date\_\_\_\_\_

**OWNER:**

Medford School District 549C

\_\_\_\_\_  
Signature of Owner's Authorized Representative

Title: **Superintendent**

Date\_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY