PENDLETON SCHOOL DISTRICT #16R

Request for Proposals
“RFP 003-2014 Construction Manager/General Contractor (CMGC)”
For 2014 Bond Projects

Issued: January 24, 2014
Due: By 4:00 pm, February 14, 2014

For further information contact:
Dave Fishel, Project Manager
Wenaha Group, Inc.
DaveF@WenahaGroup
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INTRODUCTION AND BACKGROUND

Pendleton Oregon School District #16R invites written sealed proposals for Construction Manager/General Contractor (CMGC) services for the 2014 Bond Projects.

The Pendleton School District currently serves approximately 3,222 students in five elementary schools, one middle school and one high school. There are approximately 1,534 elementary students (grades K-5), 726 middle school students (grades 6-8) and 962 high school students (grades 9-12).

The Pendleton School District has passed a general obligation bond in the amount of approximately $55.0 million to cover the costs associated with the construction of two new elementary schools at the Washington and Sherwood sites, converting Hawthorne Elementary into an Early Childhood/Kindergarten Center, converting Lincoln Elementary into the District office, converting West Hills Elementary into a Career Technical Education Center and addressing needed improvements at all other District facilities.

The District has hired Wenaha Group as their Project Manager and BBT Architects for design services. Planning and design is currently underway for these projects.

The contract period is expected to begin immediately upon selection and extend through completion and close-out of the projects in fall of 2016.

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 said contract by all parties with no liability against the District.

NOTICE TO PROPOSERS

ALL SOLICITATIONS SHALL BE:

- Submitted to Pendleton School District #16R in a sealed envelope and delivered to:
  
Pendleton School District #16R
  Attn: Michelle Jones, Director of Business Services
  1207 SW Frazer Ave., Pendleton, OR 97801

- Sealed proposals will be received until: February 14, 2014 at 4:00 PM PT

- The outside of the envelope shall be clearly marked:
  “RFP 003-2014 Construction Manager/General Contractor”

- All proposals shall be clearly and distinctly typed or written with ink. No erasures are permitted.
  - Mistakes shall be crossed out and correction 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, Pendleton School District #16R may determine that the proposal is non-responsive.

- A Mandatory pre-proposal meeting will be held at 2:00 PM on February 3rd at the School District Board Room at 1207 SW Frazer Ave. Pendleton, OR 97801.

- All proposals shall be in the format requested and/or furnished by Pendleton School District #16R, herein after 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 address listed above. Proposals delivered to another address will be considered non-responsive.

- Proposal documents may be obtained via an email request to Michelle Jones, Director of Business Services email michelle.jones@pendleton.k12.or.us or on the District’s website www.pendleton.k12.or.us.

- 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 Project Manager, Dave Fishel at DaveF@WenahaGroup.com
A. SELECTION TIMELINE

<table>
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<tr>
<th>PROPOSAL AND AWARD TIMELINE:</th>
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<tbody>
<tr>
<td>Jan 24, 2014</td>
<td>RFP issued</td>
</tr>
<tr>
<td>Feb 3, 2014</td>
<td>Mandatory Pre-proposal meeting at 2:00 PM</td>
</tr>
<tr>
<td>Feb 7, 2014</td>
<td>Last Day for submittal of questions</td>
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<tr>
<td>Feb 14, 2014</td>
<td>Proposals due by 4:00 pm PT</td>
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<tr>
<td>Feb 21, 2014</td>
<td>Finalists invited to interview (if necessary)</td>
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<tr>
<td>Feb 28, 2014</td>
<td>Evaluation Committee’s interview panel (if necessary)</td>
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<tr>
<td>March 5, 2014</td>
<td>Intent to Award Published</td>
</tr>
<tr>
<td>March 12, 2014</td>
<td>Notice to Proceed</td>
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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. CMGC PACKAGES AND ANTICIPATED BUDGET

The School District may award the entire scope of the bond projects to a single firm or two firms in accordance with the following scope packages. The proposing CMGC firm must clearly identify which package or packages their proposal covers on the Proposal Form (Attachment 1). A CMGC firm may propose on all three packages, just Package 1, just Package 2 or a combination of Package 1 or 2 and 3 but will not be allowed to propose on only on CMGC Package 3.

The final scope of the two bid packages may be increased or decreased as budget allows and as mutually agreed.

**CMGC Package 1 - Hawthorne Early Education Center**

Scope: It is anticipated the scope will include a complete modernization of the existing facility as well as approximately 8000 SF of new construction. The entire block to the east of the current facility that currently contains the District office and maintenance facilities will be converted into parking.

Construction Budget: Current GMP estimate is $8.2 million.

Schedule:

Preconstruction Phase: Start upon Notice to Proceed. Complete after sub bidding and at issuance of GMP Amendment, the end of September 2014.

Construction Phase: Start upon issuance of GMP Amendment, the end of September 2014. Complete at project final completion and acceptance, anticipated by first of July, 2015.

**CMGC Package 2 – Prototypical Elementary Schools & District-wide Improvements**

Scope:

Washington & Sherwood Elementary Schools: Construction of two prototypical 60,000 SF schools on exiting sites and demolition of the existing schools upon completion.

District-wide Security Upgrades: Installation of card access and CCTV systems at all District facilities.
2015 Upgrade Projects:
- **Sunridge Middle School**: Add air conditioning and other energy saving upgrades, upgrade track surface.
- **Pendleton High School**: Roof repairs, lighting and HVAC upgrades, upgrade auditorium seating and lighting, improve ADA access at football/track area.

2016 Upgrades Projects:
- **McKay Elementary**: Replace roof, HVAC upgrades and other energy saving improvements.
- **Lincoln Primary School**: Convert to District offices.
- **West Hills Elementary**: Roof repairs, energy saving upgrades.

Schedule:
- **Preconstruction Phase**: Start upon completion of schematic design for Washington/Sherwood, anticipated to be the first week of April 2014. Complete after sub bidding and at issuance of Washington/Sherwood GMP Amendment, the end of January, 2015.
- **Construction Phase**: Start upon issuance of Washington/Sherwood GMP Amendment, the first week of February, 2015. Complete at project final completion and acceptance of all projects, anticipated in December, 2016.

**Construction Budget**: Current GMP estimate is approximately $31.0 million.

**CMGC Package 3 – Entire Scope of 2014 Bond Projects**

**Scope**: The combination of GMP Package 1 and 2.

**Schedule**:
- **Preconstruction Phase**:
  Start upon Notice to Proceed. Complete after Hawthorne sub bidding and at issuance of Hawthorne GMP Amendment, the end of September 2014.

**Construction Phase**: Start upon issuance of Hawthorne bid documents, the first week of September 2014. Complete at bond project final completion and acceptance, anticipated by November, 2016.

**Construction Budget**: Current GMP estimate is approximately $39.2 million.

**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.

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.
2. **Required Attachments**: (information only)
3. **Company Background (information only):** Provide a brief description of your firm. Include annual revenue and bonding capacity for the past five years. If you are proposing in a joint venture or teaming arrangement, provide a clear description of the legal and business relationship between the firms.

4. **CMGC Experience (20 points):** Provide three (3) recent examples of your firm’s experience working on Oregon CMGC projects. Describe how your firm used the Oregon CMGC process to bring value to the project in both the preconstruction and construction phase.

5. **K-12 Educational Experience (20 points):** Describe your firm’s experience working on projects of similar type, size and complexity. Provide details for three (3) examples. Include the following information:
   - Building use
   - Owner and contact information
   - Architect and contact information
   - Contract type, (Public CM/GC, Public Bid, Private Bid, etc.)
   - Original and final contract amount.
   - Project time frame and completion date.

6. **Staffing Plan and Key Personnel (20 points):**
   - Provide an organizational chart showing your proposed staff. 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. Provide multiple organization charts if proposing on more than one package.
   - Describe your plan to effectively manage concurrent activities on multiple sites, if applicable.
   - Provide detailed resumes for all staff shown on the project organizational chart.

7. **Local Issues (25 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 maximizing the economic impact of this project within the School District area.

8. **Project Approach (20 points):** Describe how your firm utilizes the CMGC process to create value during preconstruction & construction phase. Include the following information:
   - Estimating - Describe your estimating process from initial schematic design through final buy-out. How do you insure that the owner and design team are constantly aware of the project estimate as the project evolves?
   - Project Management – Describe your firm’s project management and scheduling system. How will you insure the project is completed on schedule and in a well-organized and orderly manner?
   - Cost Control – Describe your cost reporting system. How will you keep the District appraised of current and projected costs during the construction phase? How will you minimize change orders?
• Quality Control – How will you insure appropriate quality, minimal punch lists and timely close-out?

9. **Project Safety & Communication Plan (20 points):**

• Describe your plan to safely and efficiently and without disruption, accomplish the work within such close proximity to operating schools and in the middle of busy neighborhoods.

• Provide a brief description of your firm’s safety and drug/alcohol program. Include your current Worker’s Compensation experience modifier rate.

10. **Fees and Compensation (25 points):** Provide response to this section in a matrix format if proposing on more than one package.

• **Preconstruction Costs:** Provide a not-to-exceed price for pre-construction services. Include a breakdown of hourly rates for personnel as well as a list of reimbursable expenses that would be included in the not-to-exceed price. Include the cost of mechanical and electrical preconstruction services and explain if those services will be handled by in-house staff or by a subcontractor. Assume the duration of preconstruction services to be as described in Section C.

• **Fee:** State the fee as a percentage of the direct construction costs. No other mark-up will be allowed. The CMGC will be required to provide accounting documentation to substantiate that all cost inputs to the project will be at the CMGC’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.

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 CMGC Cost Matrix, (Exhibit D). The matrix shall provide the Proposers greater clarity about which costs will be reimbursed and which costs will not.

After 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.

• **General Conditions/Staffing Costs:**

Provide a detailed estimate of construction phase staffing costs consistent with the preliminary project schedule, your proposed staffing plan and the CMGC Cost Matrix. Include assumed durations and proposed hourly rates, including labor burden. Also provide estimated travel, housing and per diem costs as separate line items.

• **Bond and Insurance Rate:**

Provide the cost of the 100% Payment and Performance Bond as a percent of the direct construction costs plus fee.

• Provide a brief explanation of your firm’s policy on subcontractor bonding.

• Provide the cost of the “Sub-guard” bond, if applicable, as a percent of the direct construction costs plus fee.

• Provide a letter from you bonding company confirming their ability to provide 100% payment and performance bond for the project.

• Provide the cost of General Liability Insurance as a percent of the direct construction costs plus fee. See Exhibit C for insurance requirements.
1. **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? In the event that the final project costs are less than the GMP, it is the Districts intent that 100% of project savings are returned to the owner.

11. **References (information only)**: Provide four (4) references familiar with your firm and the members of your proposed team.

**D. EVALUATION AND SELECTION PROCESS**

The proposals shall be subjectively evaluated by the 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 selection of one firm to the District’s Board of Education for consideration of 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 and all proposals.

Evaluation Committee members may not be contacted or solicited by any firm or individual submitting proposals during the proposal solicitation and review process, with the exception of the facilitator in accordance with 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 (40) standard size (8 1/2” x 11”) pages in length, single sided, minimum 11-point font. For the purpose of demonstrating workflows or timelines in a legible manner, proposers may use 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.

   Proposers shall provide one (1) original and eight (8) bound copies of the proposal. Proposer shall also provide one copy in PDF format on disk or USD 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, the solicitation name, the 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 in 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 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 and Insurance Coverage**

Dependent upon District approval of the CMGC selection, the District and selected firm will negotiate the AIA A133 Agreement for CMGC Services, and the CMGC shall furnish Certificates of Insurance meeting contract specifications. If the selected firm and the District cannot come to agreement within a reasonable time, the District, without penalty will release the selected firm and begin negotiation with the second ranked firm.

7. **Contract detail**

Pendleton School District intends to use the AIA A133 form of contract, as amended by the parties.

8. **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 in the event that weather or other contingency causes the District to be officially closed at the time and date set for the proposal closing and proposal opening.

9. **Investigation**

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

10. **Late Proposals**

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

11. **Limitation of Liability**

The District will not accept a proposal that includes any attempt to limit a Proposer’s liability for damages to the cost of services rendered. However, the District will consider a limit of liability if it is based upon the reasonable limits of Proposer’s insurance policies for liability and malpractice. Each Proposal shall state the
limits of applicable liability and malpractice coverage, and shall be accompanied with a certificate of such insurance or the declarations page of each policy providing the coverage; coverage limits shall not be less than that stated in resulting AIA B101 form of contract as amended by the parties. Submitting a Proposal shall be conclusive acceptance that there shall be no negotiations on limitations of liability except to the extent that the parties negotiate as to the limits of the insurance coverage to be provided by the Proposer.

12. Mistakes, errors and omissions in solicitation

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

13. 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: Pendleton School District #16R, Attn: Michelle Jones, Director of Business Services, 1207 SW Frazer Ave., Pendleton, OR 97801

14. Modifications of Proposal Before Award

Proposals, once submitted, may be modified in writing if the modification is received in the office of the Director of Business Services prior to the time and date set for proposal closing (see page 1). Any modifications shall be prepared on a 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: Pendleton School District #16R, Attn: Michelle Jones, Director of Business Services, 1207 SW Frazer Ave., Pendleton, OR 97801

15. 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 prior to Contract execution. The current status of the Proposer in this regard shall be stated in the Proposal.

16. 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 RFP’s 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.

17. Proposal Validity

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

18. Protest of Proposal Specifications of Terms and Conditions*

Protests of proposal specifications or terms and conditions shall be presented to the Director of Business Services in writing five (5) calendar days prior to proposal closing. Such protest shall include the reason(s) for 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: Pendleton School District #16R, Attn: Michelle Jones, Director of Business Services, 1207 SW Frazer Ave., Pendleton, OR 97801

19. Protest of Proposal Award*

Protests of proposal award shall be presented to the Director of Business Services in writing ten (10) 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: Pendleton School District #16R, Attn: Michelle Jones, Director of Business Services, 1207 SW Frazer Ave., Pendleton, OR 97801

* 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, Proposer’s are directed to OAR 137-048-0240 for additional protest procedures.

20. Publicity

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

21. Written Questions, Comments and Addenda, Rules of Contact

Questions and comments pertaining to this solicitation must be submitted in writing according to the Bid and Award Timeline to: Dave Fishel, Project Manager Wenaha Group, Inc. 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, prior to 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 INVITATION 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 Selection Committee shall not be contacted once the RFP is issued and until a final selection and award is made.

**ATTACHMENTS & EXHIBITS PAGES 13-28**
PROPOSAL FORM:

Responses to the Pendleton School District 2014 Bond Projects Request for Proposals must contain a signed photocopy of this page.

Firm Name: ________________________________________________________________

The Undersigned offers and agrees to provide Construction Management/General Contractor (CM/GC) Services for the Pendleton School District 2014 Bond Projects.

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 no-job-related factors.

This proposal addresses the following scope packages (check mark as applicable)

_____ CMGC Package 1 – Hawthorne early Education Center

_____ CMGC Package 2 – Prototypical Elementary Schools & District-wide Improvements

_____ CMGC Package 3 – Entire scope of 2014 Bond Projects

Oregon CCB Number: ___________________________ Expiration Date: ________________

☐ Resident Firm ☐ Non-resident Firm
☐ Corporation ☐ Partnership
☐ Sole Proprietor ☐ Joint Venture
☐ 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
PENDLETON SCHOOL DISTRICT 16R
Certification of Compliance

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

Firm Name __________________________________________

Authorized Signature ________________________________

Printed Name________________________________________

Date________________________________________________

Addenda Received ________________________________
PENDLETON SCHOOL DISTRICT #16R
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 percent increase on the bid of a non-resident bidder/proposer equal to the percent, 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:

__________________________________________________

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 authorize representative of the bidder/proposer/proposer, the bidder/proposer/proposer hereby certifies to Pendleton School District #16R that this bidder/proposer/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/Proposer hereby certifies that the information provided above is true and accurate.

Bidder Company Name:

Street Address:

<table>
<thead>
<tr>
<th>City</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
</table>

Toll Free Telephone: | Telephone: | Fax: |

Federal I.D. or Social Security No.: | E-Mail: |

Type or Print Name of Person Signing: | Title: |

Authorized Signature:
### Preliminary Phasing Schedule

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<tr>
<th>Activity</th>
<th>2013</th>
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<td>Other Hawthorne Programs</td>
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- **Concurrent Projects - Staggered 2 months**
- **Lead Time**
- **SMS & PHS Upgrades**
- **Temporary District Offices**
- **Temporary Alt. Ed Location**
- **Relocate other Hawthorne Programs**

**Note:** The schedule includes various activities related to bond measures, selection processes, and construction phases for the Pendleton School District's 2013 bond measure. The timeline is represented from January 2013 to December 2016, with specific months marked for each activity.


**Exhibit B – Sample Evaluation Form**

**Pendleton School District 16R**

**CMGC Proposal Evaluation Score Sheet**

Firm Name: ________________________________  
Reviewer: ________________________________ Date: ____________

**Required Submissions:**

- Proof of Contractor licensure in Oregon: Yes / No
- Conformance with RFP Requirements: Yes / No
- Certificate of non-discrimination: Yes / No
- Certificate of Compliance: Yes / No
- Residency statement: Yes / No

Notes:
_______________________________________________________________________________
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**Review criteria:**

**Firm Background** (Info Only) _______

Comments:
_______________________________________________________________________________
_______________________________________________________________________________
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_______________________________________________________________________________
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pg. 18
Oregon CMGC Experience (20 points maximum) _______
Comments:_____________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

K-12 Experience (20 points maximum) _______
Comments:_____________________________________________________________________
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Staffing & Personnel (20 points maximum) _______
Comments:_____________________________________________________________________
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Local Issues (25 points maximum) _______
Comments:_____________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

Approach (20 points maximum) _______
Comments:_____________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
Safety & Communication (20 points maximum) _______
Comments:__________________________________________
____________________________________________________
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____________________________________________________
Fees & Compensation (25 points maximum) _______
Comments:__________________________________________
____________________________________________________
____________________________________________________
____________________________________________________
TOTAL POINTS (150 possible) _______
Additional Notes:
____________________________________________________
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____________________________________________________
Reviewer’s Initials_______
RFP Exhibit C

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 $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 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 $1,000,000 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 durations 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 nonconforming 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 Attachment C 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 Attachment C and 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 Attachment C 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 Attachment C being limited to setting out the Contractor’s express obligations with respect to insurance.
## CM/GC Cost Matrix

<table>
<thead>
<tr>
<th>Item</th>
<th>Direct Cost of Work</th>
<th>General Conditions</th>
<th>CM/GC Fee</th>
<th>Owner Cost</th>
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<tr>
<td>Project Superintendent</td>
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<tr>
<td>Senior Project Manager (for project specific time only)</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Assistant Project Manager</td>
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<td>Field Foremen</td>
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<tr>
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<td>Field Engineers</td>
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<tr>
<td>On site Clerical support</td>
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<tr>
<td>Scheduler (for project specific time only)</td>
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<td>MEP Coordinator (for project specific time only)</td>
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<tr>
<td>Safety Coordinator (for project specific time only)</td>
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<td>Employee fringes, vacation and sick leave</td>
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<td>Project related travel, lodging, meals, per diem, etc.</td>
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<td>Jobsite office and storage trailer rental</td>
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<td>Job office furniture, equipment and expendables</td>
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<td>First aid supplies &amp; Fire Extinguishers</td>
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<td>Substance abuse testing/monitoring</td>
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<td>CM/GC mobilization/demobilization</td>
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## CM/GC Cost Matrix

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<th>General Conditions</th>
<th>CM/GC Fee</th>
<th>Owner Cost</th>
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<td>Trade permits (if not included in subcontracts)</td>
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