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**WEST SIDE FIRE**  
*Neighbor Helping Neighbor since 1948*

**West Side Rural Fire Protection District**

1185 Tucker Rd. - Hood River, OR 97031

**541-386-1550**

**541-386-7228 (Fax)**

**Website: [westsidefire.com](http://westsidefire.com)**

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## REQUEST FOR PROPOSAL

West Side Rural Fire Protection District

Construction Manager / General Contractor (CM/GC)  
Services for Station 1 and Station 2 Seismic Retrofits

Issue date: September 28, 2018

Non-Mandatory Pre-Proposal Meeting: October 10, 2018

Proposal/Qualifications Due: October 26, 2018

**Public Notice**

**West Side Rural Fire Protection District**

**Request for Proposals**

**For**

**Station #1 & #2 Seismic Retrofit Construction Manager / General Contractor (CM/GC) Services**

The District is seeking Proposals from qualified Contractors to assist with CM/GC services related to design and construction of seismic retrofits to two existing stations, 1 & 2. The work will include 60%, and 90% design review and cost estimates; coordination with District’s architect and engineer, Mackenzie; providing a maximum guaranteed price at 90% design; and construction for each station.

Copies of the Request for Proposals, contract terms, conditions and specifications are on file and may be reviewed free of charge on the District’s website at <http://westsidefire.com> or by contacting the District Project Coordinator, Jim Trammell Chief Administrative Officer for West Side Rural Fire Protection District, by calling (541)386-1550 or [wsfd502@gorge.net](mailto:wsfd502@gorge.net).

A Non-Mandatory pre-proposal conference will be held on, Wednesday, October 10, 2018, at 10:00 a.m., local time, in the Community Room of West Side Station #2, 1185 Tucker Road, in Hood River, OR. Pre-proposal conference will provide an overview of the project and the current status with the architect. A site visit will follow after conference.

Proposals must be received no later than 4:00 p.m. (PDT) on October 26, 2018. Proposals not received by that time will be rejected as non-responsive and returned unopened. Proposals must be submitted in sealed envelopes and plainly marked on the outside as “Request for Proposals – WSFRD CM/GC Services; Attention: Chief Administrative Officer Jim Trammell.” Proposals may be submitted by mail or in person to Station #2, 1185 Tucker Road, in Hood River, OR 97031. Faxed and emailed proposals will be rejected as non-responsive. Opening shall occur at Station #2 1185, at the address above, on October 29, 2018 @ 9:00 a.m. (PST).

No prequalification will be required for submittal of a proposal. This Contract will be for a public work, subject to ORS 279C.800 to 279C.870.

*Published DJC: September 28 and October 5, 2018*

*Published Hood River News: September 29 and October 3, 2018*

# West Side Rural Fire Protection District

## Request for Proposals for Station 1 & 2 CM/GC Services

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## 2: PROJECT BACKGROUND

The West Side Rural Fire Protection District (WSRFPD/District) provides fire and emergency protection services within Hood River. The focus of this project will be Station #1 and Station #2. Station #1 is located 4250 Barrett Rd., Hood River, Oregon and is approximately 5,984 square feet. Station 2 is located at 1185 Tucker Rd. - Hood River, OR and is approximately 5,246 square feet.

WSRFPD sought a professional design consultant to review the existing conditions at both stations and provide seismic assessments that include forecasted construction and total project costs for each station. Based on the reports prepared by Mackenzie, WSRFPD was selected for two state Infrastructure Finance Authority (IFA) seismic grants in early 2018. Through a request for qualifications process, Mackenzie was retained to provide the seismic upgrade design services.

With Mackenzie’s assistance, the District’s major milestones / deliverables on their behalf have been identified, but are subject to change, as:

November 2018 – April 2019	Station 1 Design
April 2019 - June 2019	Station 1 Permitting & GMP
July 2019 – June 2020	Station 1 Construction
November 2018 – May 2019	Station 2 Design
April 2019 – June 2019	Station 2 Permitting & GMP
January 2020 – October 2020	Station 2 Construction

Mackenzie’s estimate of total project cost is:

	Station 1*	Station 2
Total Construction Costs	\$805,383	\$818,109
Total Consultant Costs	\$374,257	\$335,500
Total Owner Costs	\$71,500	\$71,500
<b>Total Project Costs</b>	<b>\$1,251,595</b>	<b>\$1,225,109</b>

\*Additional improvements are anticipated to remodel the kitchen and will be evaluated after first round of pricing.

District desires construction of each station to be completed in a timely manner and be staffed and operational in September 2020 in accordance with its IFA contract with the State.

District staff, Mackenzie representatives, and the District Board also recognized the value of a Construction Manager / General Contractor for this project. The District approved moving forward with CM/GC services as a “pilot project” under the requirements of Oregon Revised Statute (ORS) 279C.355. Upon completion of construction, District will have to produce a report with findings supporting the project provided substantial cost

savings and other substantial benefits to the District. District will need successful CM/GC and Mackenzie to assist with analysis and conclusions regarding actual cost savings, if any, in the evaluation required under ORS 279C.355.

With a closing on October 26, 2018, and opening on October 29, 2018, the District reserves the right to interview the top two Proposers on October 31 or November 1, 2018. The District Board will consider top ranked Proposers at its meeting held at 4 p.m. on Thursday, November 8, 2018, and anticipates issuing its Notice of Intent to Award on or before Friday, November 9, 2018. The successful CM/GC's first task will be to review and verify Mackenzie's cost estimate for both seismic assessment reports. After the cost estimate is developed for the 60% Construction Documents, the successful CM/GC will provide a guaranteed maximum price for the District approval based on the 90% Construction Documents for each station.

The successful CM/GC will then construct the improvements for each fire station in coordination with the District and Mackenzie. District desires CM/GC awardee to work with Mackenzie on efficiencies for construction and cost considerations.

### 3: SCHEDULE

The schedule for District's CM/GC planned selection is as follows, subject to change at the District's sole discretion:

Sept. 28, 2018	Advertise RFP
Oct. 10, 2018	Non-Mandatory Pre-Proposal Meeting
Oct. 19, 2018	Deadline for Clarifications/Change Requests/Protests
Oct. 26, 2018	Proposals Due
Oct. 31 or Nov 1, 2018	Interview, if necessary (Proposer must reserve these dates when submitting proposal)
Nov. 9, 2018	Issue Notice of Intent to Award
Nov. 16, 2018	Execute Contract

### 4: GENERAL INFORMATION

Contract documents associated with this RFP are attached as Enclosure A. Submittal of a Proposal indicates a Proposer's intent to be bound by those terms. Order of precedence: in the event of any conflict between RFP and contract documents, the terms of the contract shall govern.

Proposer must have a current, valid certificate of registration issued by the Construction Contractors Board (CCB) at the time the Proposal is submitted. If not registered or in good standing with the CCB, District shall consider a Proposer non-responsive and shall reject the proposal pursuant to District Public Contracting Rule (District Rule) 137-049-0230.

Pre-proposal meeting attendance is not required for submittal of a Proposal. Statements made by the District or Mackenzie's representatives at the pre-proposal meeting are not binding upon the District unless confirmed by written addenda.

District may change this RFP and attached contract documents prior to award only by written addenda. Proposers shall provide acknowledgement of receipt of all issued addenda with its Proposal by providing the signed addenda

form with the submitted Proposer Certification form (see Enclosures section). District shall notify all known interested Proposer's of addenda by email. This is the only way proposers will be notified.

**IT IS THE PROPOSER'S RESPONSIBILITY TO INQUIRE ABOUT ISSUED ADDENDA.**

Unless a different deadline is set forth in the addendum, a Proposer may submit a written request for change or protest to the addendum by the close of the District's next business day after issuance of addendum, or the last day allowed to submit a request for change or protest under District Rule 137-049-0260, whichever date is later. District shall consider only a Proposer's request for change or protest to an addendum, not to matters not added or modified by the addendum.

RFP clarification requests must be submitted in writing prior to the deadline for submitting a written change or protest per District Rule 137-049-0260, and may pertain to any provision of this RFP document. District's response to a Proposer, whether orally or in writing, does not change the RFP and is not binding on the District unless the District amends the RFP by addendum.

A request for change must be submitted in writing and pertain to the Specifications, or contract terms and conditions. Proposer must deliver the written request for change by noon on Tuesday, October 16, 2018 to Jim Trammell, Project Coordinator, 1185 Tucker Rd, Hood River Oregon 97031 or by email to [wdfd502@gorge.net](mailto:wdfd502@gorge.net). Proposer is responsible for ensuring receipt by the Project Coordinator. Content shall include a statement of the requested change(s) to the contract terms and conditions, including Specifications, together with the reason for the change. Proposer shall mark its request for change with "Contract Provision Request for Change."

Solicitation protests must be submitted in writing regarding the RFP, Specifications, or contract terms and conditions. Proposers shall deliver such written protests to Jim Trammell, Project Coordinator, 1185 Tucker Rd, Hood River, Oregon 97031 or [wdfd502@gorge.net](mailto:wdfd502@gorge.net), by noon on Tuesday, October 16, 2018. Proposer is responsible for ensuring receipt by the Project Coordinator. Content 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 change to the contract terms and conditions, including any Specifications. Proposer shall mark its request for protest with "Contract Provision Protest."

The District is not required to consider a Proposer's request for change or solicitation protest after the submittal deadline. The District shall provide notice to the applicable Proposer if it entirely rejects a protest. If the District agrees with a Proposer's request or protest, in whole or in part, District shall either issue an addendum reflecting its determination under District Rule 137-049-0260 or cancel the RFP under District Rule 137-049-0270. District may extend the RFP closing if the District determines an extension is necessary to consider the request or protest and issue an addendum, if any, to the RFP.

**4.1 BOLI/PWR Requirements:**

For each District Project, all contractors and subcontractors will abide by the then applicable prevailing wage rates as scheduled and published for this region by the U.S. Department of Labor and the Oregon Department of Labor & Industries (BOLI) and will abide by all amendments, decisions, and related regulations of these agencies. Contractor is required to pay workers prevailing wage rates for this region through the Project contract period. The BOLI/PWR publication is hereby incorporated by reference and can be viewed at [http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr_state.aspx). No proposal will be received or considered by District unless the proposal contains a statement by the Proposer as a part of the proposal that "Contractor agrees to be bound and will comply with the provisions of ORS 279C.840 or the Davis-Bacon Act 40 U.S.C. § 3141, *et seq.*"

#### **4.2 Public Works Bond:**

Contractors who work on public works projects, subject to the Prevailing Wage Rate law in the State of Oregon, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by State of Oregon Bureau of Labor & Industries. Proof of this bond in effect must be provided to the District prior to Contract signing, after the award of this RFP.

#### **4.3 Performance / Payment Bonds:**

Before early work or the construction phase starts and prior to execution of a Contract or GMP amendment, or any subsequent amendment to the Contract which authorizes construction services following preconstruction services, the Contractor must execute and deliver to District a Performance Bond and a Payment Bond as provided under ORS 279C.380 and in the forms attached, each in a sum equal to the Contract Price for the preconstruction and construction services authorized by such Contract or Contract amendment. Bonds shall be effective from the Contract or amendment dates through expiration of the Contractor's warranty period under the Contract. The Performance Bond and Payment Bond must be furnished by a surety company authorized to do business in Oregon. The apparent successful Proposer must promptly furnish the required performance security upon District's request.

#### **4.4 Bid Bond:**

No bid bond is required for this RFP.

#### **4.5 Project Team Members:**

- 4.5.1 The selected CM/GC will coordinate and manage the design and construction process as a member of a team with District, Mackenzie (Architect/Engineer), and other project consultants. All of these parties together shall be referred to as the Project Team.
- 4.5.2 The CM/GC must be skilled in collaboration with the Project Team, identification and mitigation of risk through analysis and assessment, developing schedules, preparing construction estimates, performing value engineering, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, and coordinating and communicating the activities of the CM/GC throughout the design and construction phases to all members of the Project Team.
- 4.5.3 In addition, the CM/GC must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.
- 4.5.4 All special testing and inspections work will be done by others contracted separately by the District.

#### **4.6 Asbestos Abatement:**

Contractor must be licensed under ORS 468A.720 regarding asbestos abatement, for this Project.

## 5: SCOPE OF WORK

The District intends to contract with the successful proposer in two phases, with agreements and fee negotiations for each. For phase I (pre-construction services), the successful proposer generally will provide consultative services during the design phase of the project. At or before the completion of the design phase, as may be required by the District, the District will request the successful proposer to provide a Guaranteed Maximum Price ("GMP") to act as CM/GC for phase II (construction services) of the project, for which the selected CM/GC will assume the risk of delivering the project on schedule at or under the GMP. Services to be performed by the selected CM/GC are set forth below.

### 5.1 Design Development / Pre-Construction Phase:

The CM/GC shall serve as general-contractor and a special consultant to the design team and will analyze the design and proposed modifications with the goal of providing the District, in the time frame proposed, the highest quality work within budget. The CM/GC shall provide the services identified in the contract attached as Enclosure C including design related CM/GC consultant services, scheduling, cost estimating, constructability review, coordination review, recommending optimal construction phasing, scheduling and sequencing, and analysis of alternative materials and systems for the Project. Construction related activities of the CM/GC during this phase will include schedule refinement.

In general, CM/GC services during this phase are anticipated to include the following:

- 5.1.1 Provide verification of architect's estimate of probable construction cost based on seismic assessment reports prepared for both stations once CM/GC contract is awarded.
- 5.1.2 Participate in design and programming meetings with District and/or the design team to provide input on decisions that affect budget, phasing and/or schedule.
- 5.1.3 Consult with, advise, assist, and provide recommendations to the owner, owner's authorized representative and owner's architect on phasing, constructability and cost aspects of the project in achieving the highest quality construction within the budget and schedule while minimizing operational impacts to the station where feasible.
- 5.1.4 Review all design, specification and plan documents as they are developed and make value engineering and constructability recommendations as well as review all for completeness, proper details, compliance with program and master plan requirements and adherence to codes or applicable agency requirements, reporting deficiencies, conflicts, and/or clarification questions identified to the design team.
- 5.1.5 Actively participate in one or more value engineering study, if it is determined that this exercise would be beneficial to the project outcome.
- 5.1.6 Provide input to the owner and the design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic conditions. Recommend division of work (a "Procurement & Subcontracting Plan") to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues. Identify packages CM/GC intends to submit a bid for self-performed work. Continuously monitor the project schedule and recommend adjustments in the design documents of construction solicitation packaging to ensure completion of the project in the most expeditious manner possible.

- 5.1.7 Prepare detailed construction cost estimates for the project at an appropriate time. Notify the owner and design team immediately if construction cost estimates appear to be exceeding the construction budget.
- 5.1.8 Submit a proposed GMP to the District in conformance with CM/GC Contract requirements. A complete copy of the GMP estimate, including all details, must be provided for District consideration.
- 5.1.9 Work with the owner and owner's authorized representative in identifying critical elements of the Work that may require special procurement processes, such as prequalification of offerors or alternative contracting methods.
- 5.1.10 Upon authorization of owner's authorized representative, undertake early material and equipment procurement, site preparation and other early package construction work if deemed appropriate for project schedule.
- 5.1.11 With the design team, develop a strategy for obtaining building permits in a timely fashion. Meet with building and other regulatory officials as appropriate. Attend all meetings pertaining to permitting, as required.
- 5.1.12 Submit Safety Plan for review and approval.

## 5.2 Construction Phase Services

If a GMP amendment to Enclosure C is issued, the CM/GC shall perform all acts of work and supply all items necessary to complete the Project in accordance with the terms and conditions of the RFP and the Contract documents including, but not limited to, pay and coordinate all materials, tools, equipment, labor, professional and non-professional services, in the time allocated.

In general, CM/GC services during this phase are anticipated to include the following:

- 5.2.1 Prepare all bid packages as per the attached CM/GC Contract. Ensure that all bids, including those deemed necessary for early procurement, are within budget. It is anticipated that the work of a project may involve multiple bid packages. The CM/GC shall act as the general contractor to the subcontractors.
- 5.2.2 Hold weekly job meetings and provide job-meeting notes, distributed to the owner and the architect within two days following the meeting.
- 5.2.3 Allow access to the job site for tours by representatives of the owner, the owner's architect (and design team members), and other personnel as approved by the owner. Provide personal safety protective equipment for tour participants.
- 5.2.4 Fully coordinate work of all subcontractors and vendors. Provide regular, on-going quality inspection and assistance to the design team in ensuring that the work meets all specifications and applicable codes.
- 5.2.5 Coordinate the work of all special inspections, subcontractors, and vendors. Provide regular and on-going quality inspection and assistance to the design team in assuring the work meets the Contract Documents and applicable codes.
- 5.2.6 Maintain in a reasonable condition all project Records, including permits, construction documents, as built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity

logs, Request for Information (“RFIs”), Architect’s Supplemental Information (“ASIs”), Change Orders (“COs”) etc.

- 5.2.7 Meet established construction schedule deadlines and achieve established completion schedule.
- 5.2.8 Prepare and submit Monthly Payment Applications for review by the owner’s Architect and the owner in accordance with City standards and project procedures.
- 5.2.9 Provide an unconditional lien release at the end of the project.
- 5.2.10 Review all change order requests, both within the GMP or Early Work and involving a change to those costs.
- 5.2.11 Monitor compliance with payment of prevailing wages on all contracts and subcontracts.
- 5.2.12 Provide all certified payroll for CM/GC and subcontractors pertinent to pay requests for review and approval.
- 5.2.13 Maintain an accurate system to propose and account for contingency utilization throughout the project. Provide detailed information to the owner on a minimum of a monthly basis.
- 5.2.14 Implement an accounting system for effective fiscal control, including monthly cost estimate and status report with budget recommendations. The cost of preparing the monthly status report is to be included in the CM/GC Fee.
- 5.2.15 Cooperate with and support the activities of the owner’s Commissioning Agent. Identify a commissioning team, consisting of a CM/GC test engineer and representatives of the major subcontractors, to plan, execute, and document commissioning activities in accordance with the Contract Documents.
- 5.2.16 Prepare and distribute a Monthly Progress Report, covering, at a minimum, procurement status, material/equipment delivery status, physical progress, man-loading, cost, and schedule information.
- 5.2.17 Cooperate with Inspection Authorities and obtain necessary permits for construction. Insure close-out of all permits. Obtain temporary certificate(s) of occupancy and final certificate of occupancy for premises.
- 5.2.18 Implement all other testing activities required by the Contract Documents.
- 5.2.19 Prepare, implement, and document owner training program for all building systems and features.
- 5.2.20 Facilitate and participate in owner move-in to the premises as required by the Contract Documents.

### **5.3 Procurement Procedures:**

Below are the public project procurement procedures for procuring subcontractors for this work.

- 5.3.1 The process used to procure CM/GC subcontractors shall be monitored by the District’s project manager and reported on by the CM/GC on a regular basis. The CM/GC may not artificially divide or fragment work so as to avoid the procurement rules under this section.
- 5.3.2 All subcontractor bids are to be written and submitted in a sealed package to a specific location at a specific time.

- 5.3.3 If less than three bids are submitted for any work component, including work that may be self-performed, approval by the owner’s authorized representative is required to accept the bid or require a rebid.
- 5.3.4 If the CM/GC is to self-perform some of the trade work, the CM/GC must bid competitively with trade subcontractors for that work. In such cases, bids must be delivered to a specified location at a location designated by the owner three hours prior to the bid opening for that portion of the work.
- 5.3.5 The following public procurement requirements apply in accordance with District ordinance:
  - A. Small Procurements – Up to and including \$5,000: CM/GC may award work that does not exceed this threshold in any practical manner, including direct selection.
  - B. Intermediate Procurements – Exceeding \$5,000 up to and including \$150,000: CM/GC shall solicit non-formal written competitive quotes from at least three subcontractors. “No bid” is not an acceptable quote. Quote requests shall include the selection criteria utilized. The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, subcontractor capacity, responsibility, and similar factors. Award may be made to the prospective subcontractor whose quote will best serve the interests of the District taking into account the selection criteria, with the final selection approved by the District in writing.
  - C. Formal Procurement/Competitive Bids – Exceeding \$150,000: CM/GC shall solicit a formal bid by advertisement at least seven (7) days in advance of the bid due date and time in the Daily Journal of Commerce and The Hood River News. CM/GC shall, at a minimum, provide the bid announcement with known Plan Centers located within 50 miles of the District. The competitive bid processes may be preceded by a publicly advertised subcontractor pre-qualification process limiting the participants to only those subcontractors meeting the pre-qualification requirements. Bid requests shall include the selection criteria utilized. The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, subcontractor capacity, responsibility, and similar factors. Award may be made to the prospective subcontractor whose quote will best serve the interests of the District taking into account the selection criteria, with the final selection approved by the District in writing.
- 5.3.6 When there are single fabricators of materials or special packaging requirements for subcontractor work, advance approval by the District’s project manager is required.
- 5.3.7 Except as allowed above, if the CM/GC or an Affiliate or subsidiary of the CM/GC will be included in the subcontractor selection process to perform particular construction work on a project, the CM/GC must disclose that fact in the selection process documents and announcements. In such cases, a representative of the District, or an independent third party, shall oversee and manage the competitive bidding process including independent review and opening of bids for the elements involved.
- 5.3.8 The CM/GC shall resolve subcontractor protests of the CM/GC’s selection of subcontractors and suppliers. A representative of the District, or another third independent party, may aid in the resolution of such protests. Note: the procedures and reporting mechanism related to the resolution are considered public record. Pursuant to OAR 137-049-0690 (5)(n) unsuccessful subcontractors may request and CM/GC will provide a debrief meeting.

## 6: COST AND TERMS

### 6.1 Basis for Payment:

- 6.1.1 The selected CM/GC is paid the Design Development / Preconstruction Phase Fee established at the start of each Project. Additionally, the CM/GC process adds specified construction manager consulting services to traditional general contractor work, requiring full contract performance within a negotiated guaranteed maximum price (GMP). The basis for payment is reimbursable direct costs as defined under the contract, plus a fee constituting full payment for consulting services rendered and construction work which together shall not exceed the established GMP. Estimated costs are to be indicated on the Pre-Construction Pricing Worksheet.

### 6.2 Setting the Guaranteed Maximum Price (GMP):

- 6.2.1 The GMP shall be set at an identified time consistent with industry practice and project conditions and after supporting information reasonably considered necessary to its use has been developed, which will normally take place at the end of the 90% construction drawing development phase.
- 6.2.2 District will be afforded the opportunity to review and approve the GMP in a regularly scheduled board meeting. CM/GC will need to attend this meeting to assist with explanation and answer board questions.
- 6.2.3 The GMP includes the preconstruction and CM/GC fees plus the cost of work, as defined in Article 6 of Enclosure C.
  - A. By executing a GMP amendment to the contract, the CM/GC guarantees that the cost of work shall not exceed the GMP. Should the Cost of the Work be less than the GMP, any such positive difference shall be realized as “savings” to the District at the end of the project. Although it is the intention of the District to save money on the project if at all possible, the District reserves the right to work with the CM/GC to use the anticipated savings to build additional necessary components of the project which may have been omitted from the original GMP scope and carried as alternates. District will not pay any amount that exceeds the established guaranteed maximum price specified in the public improvement contract unless the amount results from material changes to the scope of work set forth in the public improvement contract and the District and CM/GC agree in writing to the material changes.
  - B. If the CM/GC is unable to set a GMP within the budget and in the appropriate time, the District reserves the right, at the sole discretion of the District, to cancel the contract with the CM/GC and may proceed immediately with another contractor on the District’s list of selected Proposers or another solicitation process, whatever is in the best interest of the public. If the contract with the initial CM/GC is so terminated, the Proposer will be compensated for its actual time and reasonable expenses.
- 6.2.4 A detailed description of the items that make up the GMP is required from the CM/GC.
- 6.2.5 At the time of execution of the GMP Amendment or an Early Work Amendment the CM/GC will be required to submit a 100% performance bond and a 100% payment bond for either the early work or completion of the project, as applicable.

## 7: QUALIFICATIONS

### 7.1 Experience / Responsibilities:

- 7.1.1 The Proposer shall have at least five (5) years' experience with CM/GC construction delivery model.
- 7.1.2 The key personnel shall have at least five (5) years' experience with CM/GC construction delivery model.
- 7.1.3 Pursuant to the instructions of this RFP, the Proposer shall demonstrate this experience and qualifications in their ability to provide high quality results on current or past projects, specifically the construction services required (new, remodel, or tenant improvement) for fire stations or substantially related complex building types.
- 7.1.4 The Proposer will be expected to assign a project manager who will be responsible to participate in each project for pre-construction phase services continuing into construction and project close-out, as well as full-time supervision, all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all assigned Work. No illegitimate or capricious changes, including key personnel, will be allowed under any Contract.

## 8: PROPOSAL SUBMISSION

Submit an original and four (4) copies of the Proposal. Proposals should be typed, single-spaced and double sided on regular size paper. To facilitate handling by the District, the original document should be submitted in a flat-bound- form, not stapled, fastened together with an appropriately sized binder clip. An electronic PDF copy of the proposal should be included in the application on a USB flash drive.

Forms included in the RFP must be used and must be typed or legibly hand-written (see Enclosures).

Marketing brochures, unwarranted visuals, or other promotional presentations, elaborate binders, and expensive paper beyond that sufficient to present a complete and effective response are not necessary.

Proposals are due by 4 pm, local time, Friday, October 26, 2018. Proposals shall be submitted in a sealed envelope or package, plainly marked "WSRFPD CM/GC Proposal."

Proposals shall be addressed to:

Jim Trammell, Chief Administrative Officer, Seismic Project Coordinator  
West Side Rural Fire Protection District  
1185 Tucker Road  
Hood River, OR 97031

Interested, qualified Proposers shall submit proposals in accordance with the requirements of this RFP by the deadline indicated. Proposals shall be publicly acknowledged as received by the District after this date and time, but the contents thereof shall not be made public until a contract has been agreed between the District and the successful Proposer or the District rejects all proposals and terminates the procurement. The scoring matrix will be available for review after the Notice of Intent to Award is issued by the District.

## 9: PROPOSAL REQUIREMENTS

Proposals shall be wholly contained in a single bound binder or cover. Paper size shall be 8 ½" x 11" using an 11-point minimum font size for text and limited to 20 pages. Proposals may be printed double-sided, in which each face of the paper will count as a separate page. Covers and any dividers will not be included in the page count.

The Proposal shall include the following information in the order indicated, along with the enclosed Proposer Certification Form:

### 9.1 Cover Letter

- 9.1.1 State general qualifications, expertise, and ability to perform the scope of services described in this RFP.
- 9.1.2 Introduce the CM/GC Project Manager.
- 9.1.3 Summarize compliance with each of the Minimum Qualifications, referencing necessary detail found elsewhere in the Proposal by name.
- 9.1.4 Acknowledge receipt of all addenda, as necessary.
- 9.1.5 Indicate agreement with the requirements and terms and conditions of this RFP.
- 9.1.6 Signed by a representative of the Proposer authorized to undertake contract negotiation and bind the Proposer.

### 9.2 Proposer Overview, Qualifications, and Expertise

- 9.2.1 Provide a brief description of the Proposer's history and bonding capacity (single project limit and aggregate).
- 9.2.2 Demonstrate that the Proposer has been in business for a minimum of five (5) years as a general contractor by providing a comprehensive narrative detailing the Proposer's specific prior experience and qualifications for at least three (3) public CM/GC projects involving new construction, tenant improvement, or remodel projects. Summarize the Proposer's experience with Fire Station construction services. If no experience, Proposer may describe how the Proposer will be able to provide this type of construction service.
- 9.2.3 Summarize the relevant experience and expertise of anticipated subconsultants. Indicate whether Proposer and subconsultants have previously teamed together on CM/GC projects.
- 9.2.4 For each of the three (3) references, provide the project name and location, client name and a current contact name with phone number and e-mail address, a general scope of the project including physical description (square footage, site area), the architect of record and project manager name, the Proposer's project manager and key personnel project team, the guaranteed maximum price (GMP), and the final construction project cost including the total change order amount.
  - A. If three (3) CM/GC projects are not available, the Proposer may substitute projects that are similar in size and complexity. If so, Proposer must detail how the Proposer will be able to adequately perform the necessary services of a CM/GC for a public agency in the State of Oregon.

### 9.3 Key Personnel Experience and Qualifications

- 9.3.1 Award of this RFP will be to one (1) Proposer for a specific District project. District understands that the staffing described below may change; however, District reserves the right to review staffing assignments for change in staffing, including interviews and past performance reviews.
- 9.3.2 Provide details of the Project Manager assigned to this Project:
  - A. Demonstrate that the Project Manager has a minimum five (5) years of experience as a CM/GC Project Manager. Include name, title, years in position, years with the Proposer, previous position(s), largest number of employees supervised, and list the three largest projects supervised. Include a brief project description and dollar amount.
  - B. Consistent staffing for District projects is extremely important. Provide assurance that the assigned Project Manager will remain consistent for pre-construction phase services continuing into construction, project close-out, and CM/GC summary report completion.
  - C. Provide a monetary penalty amount guaranteed to the District if the Project Manager does not remain through project close-out.
- 9.3.3 In addition, provide details of other key staff that would support the Project Manager for work through 2019.
- 9.3.4 By listing individuals in the Proposal, the Proposer guarantees that these individuals will be available to work on the assigned project. District reserves the right to approve or reject any changes to the proposed personnel. District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.

### 9.4 Approach and Schedule

- 9.4.1 Construction Management: Describe in detail the Proposer's approach to construction management information controls, forms, and/or procedures.
- 9.4.2 Team Communication / Relationships: Describe the Proposer's approach to procedures designed to promote interaction between the Proposer's personnel and the personnel of the District, architect, engineering, other consultants, and the subcontractors on a "team" or "partnering" basis.
- 9.4.3 Risks: Discuss perceived risks on public improvement projects. Describe how these risks can be minimized and/or mitigated by using team performance analysis and information.
- 9.4.4 Quality Control / Craftsmanship: Discuss the Proposer's approach to managing quality and craftsmanship.
  - A. Describe how the Proposer has provided a satisfactory record of delivering quality projects with self-performed work.
  - B. Describe how the Proposer handles subcontractor selection and oversight to ensure high quality craftsmanship.
- 9.4.5 Schedule: Describe the Proposer's overall plan with regards to planning, scheduling, site management, and project monitoring skills and processes.

- 9.4.6 Cost Control: Describe the Proposer’s job costing procedure and how the Proposer will keep the District apprised of project costs. Describe the Proposer’s process for managing change orders and claims, including efforts to minimize both.
- 9.4.7 Safety and Drug Program: Describe the Proposer’s safety, drug, and alcohol programs.
- 9.4.8 Socio-Economic Programs: Successful Proposer shall comply with applicable laws, regulations, and special requirements of the Contract Documents and State of Oregon regarding equal employment opportunity. Identify conditions relating to any required socio-economic programs, including the manner in which such programs affect the selected CM/GC’s subcontracting requirements, the enforcement mechanism(s) available, and the respective responsibilities of the CM/GC and District.
- 9.4.9 Forms: Complete and submit the enclosed Design Development / Preconstruction and Construction Phases Pricing form.

## **9: EVALUATION CRITERIA**

Proposals will be reviewed for compliance with the minimum qualifications as set forth in the RFP. If a Proposer is found not to possess the minimum qualifications or if a Proposal is found not in compliance with these requirements, the Proposal will be removed from further consideration and the Proposer informed of this action.

Cover Letter and Minimum Qualifications	pass/fail
Proposer Overview, Qualifications, and Expertise	40 points
Key Personnel Qualifications and Experience	30 points
Approach and Schedule	30 points

Tie Breakers:

- CM/GC Experience: Additional credit will be assigned for Proposers with CM/GC experience.

The Selection Panel will score the remaining Proposals according to the Evaluation Criteria listed above. The highest scoring Proposer will be deemed the Apparent Successful Proposer, and the District will undertake contract negotiations. After the District has reached mutually agreeable contract terms with the Apparent Successful Proposer, the selection and agreement will be presented to District Board for review and approval. If the District and Proposer cannot reach an agreement in the negotiation, the District will terminate negotiation and, at its option, negotiate with the next-ranked Proposer.

If necessary, interviews may be conducted to aid in the final evaluation ranking(s). If conducted, interviews will be held at Station #2 in Hood River, Oregon, for a possible 20 additional points.

## **10: TERMS AND CONDITIONS**

- 10.1.1 District may engage other consultants to provide for independent third-party review of work done.
- 10.1.2 District reserves the right to accept or reject any or all Proposals, to postpone the selection process for its own convenience at any time, and to waive minor defects in the Proposals.

- 10.1.3 District also reserves the right to accept or reject any individual subcontractor that a Proposer proposes to use.
- 10.1.4 RFP and the review process shall in no way be deemed to create a binding contract or agreement of any kind between the District and the Proposer. Submittal of a response to this RFP indicates Proposer's intent to bound to the terms of the Contract Documents attached as Enclosure C. District reserves the right to negotiate any and all terms of the attached contract in its sole discretion, including the Term, Scope of Services, and Compensation.
- 10.1.5 District will maintain ownership of all work product produced as result of any contract arising from this RFP.
- 10.1.6 Each Proposer submitting in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the District and all presentations, related costs and travel expenses are at the Proposer's sole expense and the District shall not under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each Proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the District, and shall not be returned to the Proposer. Further, by submitting a response to this RFP, each Proposer affirms:
  - A. That the information provided in the Proposal is true, accurate and represents the most current information available as of the date of this RFP;
  - B. That the Proposer can comply with the necessary insurance requirements as set out in Section 11 of this RFP; and
  - C. That the Proposer agrees to be bound by the proposal submitted as a response to this Request for Proposals and agrees to hold the terms of the Proposal open for a period of 60 days from October 26, 2018.
- 10.1.7 Factors such as, but not limited to, any of the following may be considered just cause to disqualify a Proposal without further consideration:
  - A. Evidence of collusion, directly or indirectly, among Proposers in regard to amount, terms, or conditions of this RFP;
  - B. Any attempt to improperly influence any member of the selection staff;
  - C. Existence of any lawsuit, unresolved contractual claim or dispute between the Proposer and the District;
  - D. Evidence of incorrect information submitted as part of the Proposal;
  - E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the Proposal; and
  - F. Proposer's default under any agreement, which resulted in termination of the agreement.

## **11: INSURANCE REQUIREMENTS**

Contractor shall maintain insurance acceptable to District in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors, if any. Coverages provided by the

Contractor must be underwritten by an insurance company deemed acceptable by the District. The District reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to District prior to execution of the contract. Such policies or certificates must be delivered prior to commencement of the work. No contract shall be effective until the required certificates have been received and approved by District. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of contractor connected with this contract.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

### 11.1 Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

The following insurance will be carried:

Coverage	Limit
• General Aggregate	\$4,000,000
• Each Occurrence	\$2,000,000

### 11.2 Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

### 11.3 Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

#### **11.4 Professional Liability Insurance**

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, insurance covering losses resulting from error or omissions of Contractor. The limit of liability shall be not less than \$2,000,000 per claim and in the aggregate.

#### **11.5 Additional Insured Provision**

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the District deems necessary shall include the District, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

#### **11.6 Additional Insured Provision**

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction in the amount of the initial Contract Sum, less costs of clearing, preparation and excavation of the site under this Agreement, plus the value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Each loss may be subject to a deductible. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

## **12: ENCLOSURES**

List of Enclosures:

- A. Proposer Certification Forms
- B. Pricing Proposal
- C. CM/GC Contract and Associated General Conditions and Bond Forms

## ENCLOSURE A: PROPOSER CERTIFICATION FORMS

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(Contractor/Proposer Name)

**The Proposer, by and through the undersigned, its authorized representative, acknowledges, represents, attests, warrants and certifies that:**

- A. Proposer has read and understands, and agrees to be bound by and comply with all RFP instructions, terms and conditions, together with all Addenda, if any, issued.
- B. Proposer has read and understands, and agrees to be bound by and comply with the terms of all Contract Documents identified, included, or incorporated by reference into the RFP.
- C. Proposer has, or will have, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents within the time specified.
- D. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- E. Neither the Proposer, nor anyone representing the Proposer, offered or gave any advantage, gratuity, bonus, discount, bribe or loan of any sort to District or its agents, employees, or anyone representing District, or engaged in any other type of anti-competitive conduct at any time in conjunction with this RFP.
- F. Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employees a disabled veteran as defined in ORS 408.225.
- G. If awarded the Contract, Proposer shall utilize in performance of the Contract all resources indicated in its Proposal, including Key Personnel, to the extent within Proposer's control and Proposer's best efforts.
- H. Proposer has the power and authority to enter into and perform the Contract to be awarded, and the Contract, when executed and delivered, shall be a valid and binding obligation enforceable according to its terms.
- I. District has the right to modify the Contract prior to execution to (a) correct typographical errors, (b) reconcile inconsistencies within and among the Contract Documents, (c) conform terminology used throughout the Contract Documents, (d) include omitted terms clearly contemplated by the language in the Contract Documents, (e) add terms required under State or federal Law, and (f) incorporate those portions of the Project Proposal and Price, modified, if so, by such negotiations as may be authorized under applicable statutes and rules.
- J. Proposer will execute the formal Contract within a reasonable time; and in the case the undersigned fails or neglects to appear within a reasonable time to execute the Contract the undersigned is considered having abandoned the Contract by District.
- K. Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal.

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(Contractor/Proposer Name)

Proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

The Proposer agrees to comply with the provisions of Prevailing Wage Laws ORS 279C.840. The Proposer to comply with Oregon tax laws in accordance with ORS 305.385.

Proposer is registered with the Construction Contractors Board - license number:\_\_\_\_\_. (District will not consider a proposal for a Public Improvement unless the Proposer is registered and in good standing with the Construction Contractors Board, as required).

The Proposer, pursuant to ORS 279A.120 (1), (check one) is \_\_\_/is not\_\_\_ a resident Proposer. If not, indicate State of residency\_\_\_\_\_.

The Proposer acknowledges receipt of the addenda issued by District by attaching the signed signatory page of each addendum to this Proposer Certification Form.

Respectfully submitted:\_\_\_\_\_ (Date)

By:

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(Name)

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(Signature)

---

(Title)

---

(Email)

---

(Physical address)

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(City, State, Zip)

This RFP will result in a Contract for a Public Work subject to ORS 279C.800to 279C.870. Any proposal of a contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.

## ENCLOSURE B: PRICING PROPOSAL

\_\_\_\_\_  
 (Contractor/Proposer Name)

**Design Development/Preconstruction Services Fee:** Identify/propose key personnel and resource staff and the hourly rate for each under the Design Development/Preconstruction Phase Services work. Add or delete personnel as needed from the list. Refer to Section 4 of the RFP and Article 3.1 of the attached CM/GC contract for guidelines on services to be provided during the Design Development/Preconstruction Phase. This information will be used to negotiate and establish the Design Development Phase Fee for the District’s project:

KEY PERSONNEL OR RESOURCE STAFF	HOURLY RATE (\$)
CM/GC Project Manager	\$
Scheduler	\$
Estimator	\$
Constructability Services	\$
Administrative Staff	\$
Other	
Reimbursable Expenses*	Markup %

\*describe the reimbursable expenses: \_\_\_\_\_

**Construction Manager Fee:** Identify the Construction Manager fee (for construction phase services), expressed as a percentage of the CM/GC’s overhead (profit percentage, general & administrative costs percentage, and home office costs percentage as normally applied to projects completed by the CM/GC):

Construction Manager Fee	Percentage
Construction Management Fee percentage	%

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(Contractor/Proposer Name)

**GMP General Conditions Estimate.** In the form below, based on a construction cost estimate for the project provide a detailed total MONTHLY estimated price of the Proposer's general conditions for onsite items, not included in the Construction Manager Fee, that will be included within the GMP for managing and performing the construction.

Item	Unit of Measure	Unit Price	Estimated MONTHLY Total
Labor Foreman		\$	\$
General Foreman		\$	\$
Other Foreman		\$	\$
Field Engineering		\$	\$
Field Supervision		\$	\$
Field Coordination		\$	\$
Project Coordination		\$	\$
Quality Control		\$	\$
Progressive Clean-up		\$	\$
Trade Coordination		\$	\$
First Aid & Safety		\$	\$
Temporary Office		\$	\$
Clerical/Secretarial Staffing		\$	\$
Office Supplies Equipment		\$	\$
Postage/Delivery		\$	\$
Temporary Toilets		\$	\$



**ENCLOSURE C: CM/GC CONTRACT**