

REQUEST FOR PROPOSAL
21-22/09

Deschutes Public Library District

Construction Manager / General Contractor (CM/GC)
for Bond-Funded Construction Projects

Work Package 4 – Branch Libraries:
(La Pine, Sisters’, East Bend and Sunriver)

Issue date: November 1, 2021

Mandatory Pre-Proposal Conference: November 10, 2021

Proposals Due: November 30, 2021 @ 2:00p.m.

Public Notice

Deschutes Public Library District Request for Proposal for Construction Manager / General Contractor (CM/GC) Services for Bond-Funded Construction Projects

Work Package 4 – Branch Libraries

Deschutes Public Library District (District) is seeking Proposals from qualified Contractors to perform CM/GC services related to design and construction of DPL's 4 Branch Libraries known as Sisters, La Pine, East Bend and Sunriver. The work will include design review and cost estimates for Schematic Design, Design Development, and Construction Documents; coordination with District's architect and engineers, providing a guaranteed maximum price (GMP) for pre-construction and construction.

Based on findings prepared by the District and for which a public hearing was held on July 14, 2021, the District board passed a resolution exempting the Bond-Funded Construction Projects from procurement by competitive bid, and authorized the use of a Construction Manager/General Contractor (CM/GC).

Copies of the Request for Proposals, CM/GC findings, and contract terms, are on file and may be reviewed free of charge at the District website, <https://www.deschuteslibrary.org/about/bond/> or by contacting:

Greg Holcomb, Owner's Representative

Deschutes Public Library

Email: greg@dechase.com

Office: (541) 312-5291

Mobile: (949) 326-3748

A mandatory virtual pre-proposal conference will be held via Zoom on November 10, 2021 at 10:00 AM (PDT). The pre-proposal conference will be recorded for public record, and will provide an overview of the project and current status, followed by a question-and-answer session.

Login information will be posted at the District website, <https://www.deschuteslibrary.org/about/bond/>.

All Proposals must be received no later than 2:00 p.m. (PDT) on November 30, 2021. Proposals not received by that time will be rejected as non-responsive and not opened. All proposals shall be submitted to Mr. Holcomb in person or by mail in sealed envelopes at the Deschutes Public Library District Administration Building, 507 NW Wall St., Bend, OR 97703. Proposals must be plainly marked on the outside as "Deschutes Public Library District CM/GC Services, Work Package 4 – "Branch Libraries" and bear the name of the Proposer. Faxed and emailed proposals will be rejected as non-responsive. Opening shall occur at 507 NW Wall St., Bend, OR 97703, on November 30, 2021 @ 2:00 PM (PDT).

No prequalification's will be required for submittal of a proposal. Proposals that do not meet the Minimum Qualifications will not be considered. This Contract will be for a public work, subject to ORS 279C.800 to 279C.870 requiring compliance with all applicable provisions and payment of prevailing wages.

Published DJC: November 1, 2021

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Deschutes Public Library District

Request for Proposal for Construction Manager / General Contractor (CM/GC) Services for Bond-Funded Construction Projects

Work Package 4 – Branch Libraries

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1: PROJECT BACKGROUND

In 2018, Deschutes Public Library (District) initiated a master planning process to assess how well its facilities support modern library service, and to establish a plan for the future. The **Deschutes Public Library Facilities Capital Plan** (FCP) recommended that the Downtown Bend, La Pine, Sisters, and Sunriver libraries should be renovated to address maintenance needs and update service; that the Redmond Library be significantly expanded; and that a new Central Library be added to the District network to allow for the expansion of the collection, as well as serve as the Library's distribution center to process and deliver materials for Deschutes County. The Central Library will also serve as the cultural and enrichment hub for all Deschutes County Residents.

On November 3, 2020, Deschutes County voters approved a \$195 million bond measure to construct a new Central Library, and to expand and update existing libraries in the District system. Through a subsequent request for proposal process, DeChase Miksis was retained as District's Owners Representative, and the Miller Hull Partnership and Steele Associates (Architect) were retained to provide architectural services for the bond work.

Based on findings prepared by the District and for which a public hearing was held on July 14, 2021, the District board passed a resolution exempting the Bond-Funded Construction Projects from procurement by competitive bid, and authorized the use of a Construction Manager/General Contractor (CM/GC).

Deschutes Public Library District has completed the Conceptual Design process for the bond measure projects. The purpose of this process was to establish the program and design vision, confirm the general scope of construction, and develop refined capital budgets for each proposed project. As with the development of its FCP, the Library engaged and collaborated with leaders, and stakeholders throughout Deschutes County communities, as well as with District staff. The **Concept Design Report** summarizes the process and outcomes of the project.

The bond measure work is divided into 4 **Work Packages** as shown in the **Master Development Schedule**. The attached **Contract Form (Appendix C)** is for **Work Package 4** only.

Work Package 4: Branch Renovations at La Pine, Sisters, East Bend, and Sunriver will expand visibility and orientation from lobby, enhance browsability, and increase the variety of studying, meeting, and creative collaboration spaces. DPL is not seeking LEED certification, but the project will be designed to a LEED Silver level.

The Owner's estimated construction budget, including design/estimating contingency and escalation, for all of the four branch library projects combined in this Work Package is **\$ 6,221,000.00**. This number will be used as the basis of evaluation for this RFP.

With the Architects' assistance, the District's major milestones / deliverables on their behalf have been identified in the attached **Master Development Schedule**. the District desires construction work at the branch library locations to be completed in a timely manner and be staffed and operational in and completed within budget by the dates indicated therein.

District staff, Owner's Representative, Architect, and the District Board also recognized the value of a Construction Manager / General Contractor for these branch library projects. The District approved moving forward with CM/GC services under the requirements of Oregon Revised Statute (ORS) 279C.355. Upon completion of construction, the 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 Architect to assist with analysis and conclusions regarding actual cost savings, if any, in the evaluation required under ORS 279C.355.

With the RFP closing, and proposals to be opened on November 30, 2021, the District reserves the right to interview one or more of the top ranked Proposers from December 14 – 16, 2021. The District will issue a Notice of Intent to Award a contract to the top ranked Proposer prior to its board meeting held at 12:00 p.m. on January 12, 2022.

2: SCHEDULE

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

November 1, 2021	Advertise RFP
November 10, 2021	Mandatory Pre-Proposal Meeting @ 2:00 PM PDT
November 12, 2021	Deadline for Clarifications/Change Requests/Protests
November 18, 2021	Final Addendum Issued
November 30, 2021	Proposals Due by 2:00 p.m. PDT
November 30, 2021	Proposal opening @ 2:00 p.m. PDT
December 14-16, 2021	Interviews (Proposer must reserve these dates when submitting proposal)
December 23, 2021	Issue Notice of Intent to Negotiate
December 30, 2021	Appeal Period Ends
January 12, 2022	Formal board action
January 13, 2022	Execute contract

3: GENERAL INFORMATION

Contract documents associated with this RFP are attached as Appendix C. Submittal of a Proposal indicates a Proposer’s intent to be bound by those terms. All questions, concerns or requested changes with regards to the Project or required contract documents, including GMP Amendment terms, must be raised as a solicitation protest per Section 10.1 of this RFP or otherwise are waived and will not be later considered by District. In the event of any conflict between this RFP and contract documents, the terms of the contract shall govern.

3.1 License:

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

3.2 Mandatory Pre-proposal Meeting:

Pre-proposal meeting attendance is required for submittal of a Proposal. Statements made by the District, Owner’s Representative or Architect’s representatives at the pre-proposal meeting are not binding upon the District unless confirmed by written addenda. Roll call will be taken at the meeting. Virtual attendees must submit attendee contact information (name, email, phone number) to Greg Holcomb (greg@dechase.com) at least four hours in advance of the meeting time. Only confirmed attendees will be eligible to participate in the

meeting. Meeting location and login information will be posted at the District website, <https://www.deschuteslibrary.org/about/bond/>.

3.3 Addenda:

District may change this RFP and attached contract documents prior to proposal closing only by written addenda. Proposers shall provide acknowledgement of receipt of all issued addenda with its Proposal by signing the submitted Proposer Certification form (see Appendices section). District shall notify all known interested Proposer's of addenda by email. Addenda will also be posted on the District website: <https://www.deschuteslibrary.org/about/bond/>.

It is the sole responsibility of proposers to check the website for Addenda and signify receipt of all addenda in the proposal response on the Certification and Contract Offer form provided.

3.4 BOLI/Prevailing Wage Rate Requirements:

For each District Project, all contractors and subcontractors will abide by the prevailing wage rates in effect as of GMP execution, 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 Project construction. 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. 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.*"

3.5 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.

3.6 Performance / Payment Bonds:

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

3.7 Bid Bond:

No bid bond is required for this RFP.

3.8 Project Team Members:

- 3.8.1 The selected CM/GC will work as a member of a team with District, Owner's Representative, Architect, and other project consultants. All of these parties together shall be referred to as the Project Team.

- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 All special testing and inspections work will be contracted directly by the District.

3.9 Asbestos Abatement:

Asbestos abatement (if required) must be performed by a Contractor licensed under ORS 468A.720 regarding asbestos abatement, for this Project.

4: 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 phase services), the successful proposer generally will provide consultative services during the design phase of each of the four projects comprising Work Package 4. At or before the completion of the design phases, 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 each of the four projects for which the selected CM/GC will assume the risk of delivering the project on schedule at or under the GMP. A separate GMP amendment will be established for each of the four branch library projects. Independent project accounting (Change Orders, Progress Payments, Warranties, etc.) will be required for each of the four branch library projects. Services to be performed by the selected CM/GC are set forth below.

4.1 Pre-Construction Phase Services:

For each of the four projects comprising Work Package 4, 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 **Article 3.1** of the contract attached as **Appendix 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 each of the four branch library projects. Construction related activities of the CM/GC during this phase will include schedule refinement.

4.2 Construction Phase Services

If a GMP amendment to Appendix C is issued, the CM/GC shall perform all acts of work and supply all items necessary to complete each of the four branch library projects 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.

Construction Phase Services are identified in **Article 3.2** of the contract attached as **Appendix C**.

4.3 Procurement Procedures:

Below are the public project procurement procedures for procuring subcontractors for this work, further defined in **Appendix C**.

- 4.3.1 The process used to procure CM/GC subcontractors shall be monitored by the Owner's Representative 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.
- 4.3.2 All subcontractor bids are to be written and submitted in a sealed package to a specific location at a specific time.
- 4.3.3 If less than three bids are submitted for any work component, including work that may be self-performed, approval by the District's authorized representative is required to accept the bid or require a rebid.
- 4.3.4 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 District three hours prior to the bid opening for that portion of the work.
- 4.3.5 The following public procurement requirements apply in accordance with District Public Contracting Rules:
 - 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 \$100,000: 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 \$100,000: 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 Bend Bulletin. 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.
- 4.3.6 When there are single fabricators of materials or special packaging requirements for subcontractor work, advance approval by the District's project manager is required.
- 4.3.7 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.
- 4.3.8 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.

5: COST AND TERMS

5.1 Basis for Payment:

- 5.1.1 The selected CM/GC is paid up to the maximum Preconstruction Phase Services Fee on a cost-reimbursement basis established for each of the four projects comprising **Work Package 4**. 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, as defined in **Article 6 of Appendix C**.

5.2 Setting the Guaranteed Maximum Price (GMP):

- 5.2.1 For each of the four projects comprising Work Package 4, the GMP shall be set at an identified time consistent with the **Master Development Schedule**, industry practice and project conditions and after supporting information reasonably considered necessary to its use has been developed.
- 5.2.2 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.
- 5.2.3 The GMP includes the preconstruction and CM/GC fees plus the cost of work, as defined in **Article 6 of Appendix 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.
- 5.2.4 A detailed description of the items that make up the GMP is required from the CM/GC.

- 5.2.5 At the time of execution of each GMP Amendment or 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.

6: MINIMUM QUALIFICATIONS

6.1 Experience / Responsibilities:

- 6.1.1 The Proposer shall have at least five (5) years’ experience with CM/GC construction delivery model.
- 6.1.2 The key personnel shall have at least five (5) years’ experience with CM/GC construction delivery model.
- 6.1.3 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 libraries or substantially related complex building types.
- 6.1.4 The Proposer will be expected to assign a dedicated project manager who will be responsible to participate in the Work Package 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.

7: PROPOSAL SUBMISSION

Submit an original and eight (8) copies of the Proposal. Proposals should be typed, single-spaced and double sided on regular size paper. 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 Appendices).

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 2 p.m. (PDT), November 30, 2021. Proposals shall be submitted in a sealed envelope or package, plainly marked “Deschutes Public Library District CM/GC Services, Work Package 4 - Branch Libraries”.

Proposals shall be addressed to:

Greg Holcomb, Owner’s Representative
Deschutes Public Library
507 NW Wall Street
Bend, OR 97703

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 Negotiate is issued by the District.

8: 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. The cover letter, appendices, resumes, and Proposer Certification Form do not count towards the page limit. 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 pagecount.

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

8.1 Cover Letter

- 8.1.1 State general qualifications, expertise, and ability to perform the scope of services described in this RFP.
- 8.1.2 Introduce the CM/GC Project Manager and Project Superintendent.
- 8.1.3 Summarize compliance with each of the Minimum Qualifications as outlined in Section 6 of this RFP.
- 8.1.4 Indicate agreement with the requirements and terms and conditions of this RFP, signed by a representative of the Proposer authorized to undertake contract negotiation and bind the Proposer.
- 8.1.5 Complete and submit the enclosed forms as listed in **Section 13, Appendices**.

8.2 Proposer Overview, Qualifications, and Expertise

- 8.2.1 Provide a brief description of the Proposer's history and bonding capacity (single project limit and aggregate).
- 8.2.2 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 five (5) public or private CM/GC projects involving new construction. Summarize the Proposer's construction service experience with libraries or other projects of similar size, complexity and quality. If no experience, Proposer may describe how the Proposer will be able to provide this type of construction service.
- 8.2.3 For each of the five (5) 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, superintendent, and key personnel project team, the guaranteed maximum price (GMP), and the final construction project cost including the total change order amount. List total claims, by dollar amount, by your firm against Owner going to litigation/arbitration; total claims, by dollar amount; awarded to you by litigation/arbitration; total claims submitted by Owner against proposer and those in this category awarded by litigation/arbitration Provide a brief narrative description of all claims that were arbitrated/litigated.
 - A. If five (5) 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.

8.3 Key Personnel Experience and Qualifications

- 8.3.1 Award of this RFP will be to one (1) Proposer for the 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.
- 8.3.2 Provide details of the Project Manager and Project Superintendent(s) assigned to this Project:
- A. Demonstrate that the Project Manager and Superintendent(s) have a minimum five (5) years of experience with CM/GC project delivery. 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 and Superintendent(s) 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 and Superintendent(s) do not remain through project close-out.
- 8.3.3 Provide a project organization chart showing your proposed staff for this job, including all professional staff in the following areas: Project management; corporate oversight and administration; engineering and estimating; and on-site construction supervision. Include resumes for all individuals listed in the chart. Clearly identify the involvement of each person at each phase. 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.
- A. For those individuals that are not full time, describe how they will work on the project. If your proposal includes individuals from more than one firm, describe prior experience, if any, of the firms and individuals working with each other (please be specific) and how the proposed team will work for this project. The resumes must include each individual's education, work history, length of tenure with your firm, and prior experience, if any, with library facilities (or comparable) construction, and experience working with public sector CM/GC-GMP jobs. When discussing the prior experience of the individuals, please be specific as to the nature of their assignment, the percentage of their time they spent on the project and for what duration, and the level of responsibility that they held.
 - B. By listing the individuals in the proposal, the firm guarantees that these individuals will work on the project. The District reserves the right to approve or reject any changes to the proposed personnel. The District further reserves the right to request a substitution of personnel if deemed to be in the best interest of the District.
 - C. Should the proposer be invited to an interview, questions will be directed solely to the proposed key project staff. At a minimum, the project manager and superintendent will need to be in attendance at the interview.
- 8.3.4 **Local knowledge.** Describe your firm's knowledge and experience with the labor market and building conditions in Deschutes County.

8.4 Approach

- 8.4.1 Construction Management: Describe in detail the Proposer’s approach to construction management information controls, forms, and/or procedures.
- 8.4.2 Team Communication / Relationships: Describe the Proposer’s approach to procedures designed to promote interaction between the Firm’s personnel and the personnel of the District, architect, engineering, other consultants, and the subcontractors on a “team” or “partnering” basis.
- 8.4.3 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.
- 8.4.4 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.
- 8.4.5 Safety and Drug Program: Describe the Proposer’s safety, drug, and alcohol programs.
- 8.4.6 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. Describe your soliciting approach strategy and plan to engage women / minority owned businesses, and the small local contracting community.

8.5 Schedule And Cost Control

- 8.5.1 Schedule: Describe the Proposer’s overall plan with regards to planning, scheduling, site management, and project monitoring skills and processes. Within the parameters described in this solicitation, how would you organize and monitor the work to ensure the stated intent of quality, function, timely completion, and cost within budget? Do you see any other major challenges to successful completion, and how do you propose to approach them?
- 8.5.2 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. What will be done by your firm to guarantee that the GMP will be achieved as required? State how you will do the estimating and value engineering for the mechanical, electrical and structural components of the project (i.e., in-house staff, subcontractors - if so, name them).

8.6 Preconstruction Fee and Construction Management Fee Percentage

- 8.6.1 Complete and return **Appendix B**, edit staffing information as required. The Preconstruction Fee and Construction Management Fee Percentage is inclusive of all four branch library projects included in Work Package #4.

8.7 Interview

- 8.7.1 District will determine interview invitations based on the information provided by the top ranked

finalists. The interview format, location and criteria will be provided to the firms being selected for interview at least 48 hours prior to the interview. Reference checks will be factored into the overall scoring. The project manager and superintendent must be in attendance at this interview, along with other key personnel that will be involved with the project.

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. Scoring will be based on the proposal responses as outlined in Section 8. The highest ranked finalists will be invited to interview.

8.1 Minimum Qualifications, Cover Letter, and Appendix A	pass/fail
8.2 Proposer Overview, Qualifications, and Expertise	10 points
8.3 Key Personnel Qualifications and Experience	10 points
8.4 Approach	10 points
8.5 Schedule and Cost Control	15 points
8.6 Pricing Proposal Form (Appendix B)	15 points
8.7 Interview and Reference Checks	40 Points

The Evaluation Committee 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.

10: COMMENTS AND APPEALS

10.1 SOLICITATION PROTEST: Requests for changes and protests of the solicitation process shall be governed by this provision and as otherwise set out in District Rule 137-049-0260. Proposers may submit a change request or protest of any Proposal requirement or of any provision, term, or condition of the exhibits attached to this RFP, by email to District’s Representative, Greg Holcomb (greg@dechase.com) no later than 7 (seven) calendar days prior to the scheduled closing time for filing Proposals.

10.1.1 Proposer’s written protest shall include:

- A detailed statement of the legal and factual grounds for the protest.
- A description of the resulting prejudice to the Proposer; and
- A statement of the desired changes to the RFP, including Contract terms, conditions, or any specification.

- 10.1.2 A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS;
- "Solicitation Protest"; and
 - "Deschutes Public Library District CM/GC Services, Work Package 4 – Branch Libraries"
- 10.1.3 DISTRICT RESPONSE: The District is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The District shall provide notice to the protester if it entirely rejects a protest. If the District agrees with the Proposer's request or protest, in whole or in part, the District shall either issue an Addendum reflecting its determination under District Rule 137-049-0260 or cancel the solicitation under District Rule 137-049-270.
- 10.1.4 EXTENSION OF CLOSING: If the District receives a Written request for change or protest from a Proposer in accordance with this rule, the District may extend the RFP due date if the District determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the RFP Document.

10.2 AWARD PROTEST: Protests of contractor selection and contract award shall be governed by this provision and as otherwise set out in District Rule 137-049-0450. An adversely affected or aggrieved Responsive Proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the District's selection or Contract award decision. An aggrieved Responsive Proposer may protest the award, as provided below.

- 10.2.1 If the District makes the award following interviews, only Proposers who were interviewed shall be considered "affected" and entitled to protest the award. An affected Responsive Proposer may submit a written protest of the District's award decision by 2 p.m. within seven (7) calendar days after issuance of the Notice of Intent to Award Contract.
- 10.2.2 The protest shall be in writing and must specify the grounds upon which the protest is based, submitted to District's Representative, Greg Holcomb (greg@dechase.com).
- 10.2.3 A Proposer is adversely affected only if the Proposer submitted a responsive proposal and is eligible for award as the best responsive and responsible Proposer and is next in line for award (i.e., the protesting Proposer must claim that all higher-scored Proposers are ineligible for award because their proposals were non-responsive, or the District committed a material violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such material violation, been the highest-ranked Proposer.)

11: TERMS AND CONDITIONS

- 11.1 District may engage other consultants to provide for independent third-party review of work done.
- 11.2 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.
- 11.3 District reserves the right to accept or reject any individual subcontractor that a Proposer proposes to use.

- 11.4 This RFP and the associated 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 **Appendix 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.
- 11.5 District will maintain ownership of all work product produced as result of any contract arising from this RFP.
- 11.6 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:
 - 11.6.1 That the information provided in the Proposal is true, accurate and represents the most current information available as of the date of this RFP;
 - 11.6.2 That the Proposer can comply with the necessary insurance requirements as set out in Section 11 of this RFP; and
 - 11.6.3 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 90 days from the RFP submission deadline.
- 11.7 Factors such as, but not limited to, any of the following may be considered just cause to disqualify a Proposal without further consideration:
 - 11.7.1 Evidence of collusion, directly or indirectly, among Proposers in regard to amount, terms, or conditions of this RFP;
 - 11.7.2 Any attempt to improperly influence any member of the selection staff;
 - 11.7.3 Existence of any lawsuit, unresolved contractual claim or dispute between the Proposer and the District;
 - 11.7.4 Evidence of incorrect information submitted as part of the Proposal;
 - 11.7.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the Proposal; and
 - 11.7.6 Proposer's default under any agreement, which resulted in termination of the agreement.

12: 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 limits and coverages as identified in the attached **Appendix C, CM/GC Contract and Associated General Conditions**. These rates shall be in place throughout the duration of the project and shall be utilized during preconstruction and development of the general conditions cost.

13: APPENDICES

List of Appendices:

- A. Proposer Certification Forms*
- B. Pricing Proposal Form (edit specific job roles as needed)*
- C. CM/GC Contract and Associated General Conditions and Bond Forms
- D. Master Development Schedule

* **Complete and return with the proposal response.** (If not, proposal will be non-responsive.)

14: REFERENCE DOCUMENTS

Available at the District Website: <https://www.deschuteslibrary.org/about/bond/>

- A. District 2018 Facilities Capital Plan
- B. District Concept Design Report dated 10/1/21
- C. District Administrative Rules
- D. District Public Contracting Rules 2020
- E. CMGC Exemption Findings

APPENDIX A: PROPOSER CERTIFICATION FORMS

(Contractor/Proposer Name)

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

1. 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.
2. 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.
3. 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 in the **Master Development Schedule**. Proposer agrees to the schedule milestones and durations indicated therein.
4. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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. "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.*"
14. 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).
15. The Proposer, pursuant to ORS 279A.120 (1), (circle one) is/is not a resident Proposer. If not, indicate State of residency _____.

I have received the following addenda, as initialed below:

Addendum 1	Date received	_____
Addendum 2	Date received	_____
Addendum 3	Date received	_____

Respectfully submitted: _____ (Date)

By:

(Name)

(Signature)

(Title)

(Phone number/ Email address)

(Physical address)

(City, State, Zip)

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