

# REQUEST FOR PROPOSAL

for

**FIRE STATION 23 SITE DEVELOPMENT & NEW CONSTRUCTION  
CONSTRUCTION MANAGER / GENERAL CONTRACTOR SERVICES**

for

**WOODBURN FIRE DISTRICT**



RFP Issued: October 21, 2022  
Proposal/Qualifications Due: December 2, 2022 @ 4:00 p.m.

**Public Notice**

**Woodburn Fire District**

**Request for Proposals**

**For**

**Fire Station 23 Site Development & New Construction - General Contractor (CM/GC) Services**

The Woodburn Fire District is seeking proposals from qualified contractors to assist with CM/GC services related to the new construction of Fire Station 23 to be located on a 5 acre parcel owned by the fire district on Butteville Road. The work will include design review and cost estimates; coordination with the District's architect (Orange Wall Studio) and providing a maximum guaranteed price.

Copies of the Request for Proposals are posted on the district website at [woodburnfire.com](http://woodburnfire.com) or can be obtained free of charge from District Headquarters, by calling 503-982-2360, or by email [korrin.petersen@woodburnfire.com](mailto:korrin.petersen@woodburnfire.com).

All proposals must be received no later than 4:00 p.m. (PDT) on December 2, 2022. Proposals not received by that time will be returned unopened. All proposals must be submitted in sealed envelopes and plainly marked on the outside as "Request for Proposals – Fire Station 23 Site Development, New Construction & CM/GC Services", and bear the name of the proposer.

The District may reject any proposal not in compliance with all prescribed public contracting procedures and requirements, and may reject any or all proposals upon a finding by the District that it is in the public's interest to do so.

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*October 21, 2022*

***Woodburn Fire District***

*Request for Proposals*

*Fire Station 23 Site Development, New Construction  
& CM/GC Services*

## **Woodburn Fire District**

### **Request for Proposals for Fire Station 23 Site Development, New Construction & CM/GC Services**

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## **1. FIRE DISTRICT & PROJECT BACKGROUND**

The Woodburn Fire District (District) is a combination career/volunteer fire service organization which provides emergency services to the cities of Woodburn, Gervais and surrounding areas. WFD currently responds out of four (4) strategically located stations within the 75 square mile fire district. WFD is operated by a staff of 16 career firefighters, 5 admin personnel, and 30 volunteer firefighters. Career firefighters work 24 hour shifts out of the main fire station, Station 21, and the volunteer staff supplements response from the main station and the out stations. New Station 23 will be the 5<sup>th</sup> district fire station that will be initially staffed by student firefighters. As the district grows, the new station will eventually be staffed by career firefighters. Management oversight of the District is provided by a voter elected five-member board of directors that is independent of the city of Woodburn. The District has secured budget funding for this project through a general obligation bond that was approved by District voters in May of 2021.

The new station will be constructed on (5) acres of farmland that was recently acquired by the District. The site is located on Butteville Road just north of Gervais at the NW corner of Butteville and Jensen Roads. The current proposed station is a steel structure with sleeping quarters for 5 firefighters and two apparatus bays that are double deep. Site development will require on-site septic, domestic water well, surface water retention and shoulder improvements to Butteville and Jensen Roads. The site will also include a large concrete and asphalt area that will be used for firefighter training exercises. A site development concept plan and an example of the steel building construction are attached to this document for reference.

The District has contracted with Orange Wall Studios (OWS) for the design of the project and development of the construction drawings (CD). The selected CM/GC will work with OWS to provide cost estimates of the proposed site development and steel construction design. Funding for the proposed project has been secured; however, the District is currently in the process of seeking additional funding for the enhancement of the current station design to include a third double deep apparatus bay and additional office space. The selected CM/GC will provide the district with cost estimates of the enhanced design concept during the preconstruction phase that will be used for the additional funding solicitations.

District staff, OWS representatives, and the District Board of Directors recognize the value of a construction manager / general contractor (CM/GC) for this project. CM/GC services as detailed below will be provided by the successful proposer.

At a public meeting on October 19, 2022 the Woodburn Fire District Board of Directors adopted Resolution 2022-14 which provides exemption to the public works competitive bid requirement (ORS 279C.335(1)) for this project. Selection of the CM/GC will be made using the evaluation criteria detailed in Section 7 below.

With a proposal deadline date of December 2, 2022 the District reserves the right to interview the top two proposers during the second week of December. District staff's Notice of Intent to Award will be issued on or before December 16, 2022. District desires to have a CM/GC approved at the District Board meeting held at 7:00 pm on Wednesday, December 21, 2022. See Section 8 for a complete project schedule.

The District desires CM/GC Proposer to coordinate with OWS throughout the project on efficiencies for construction and cost considerations. During the preconstruction phase, the selected CM/GC will provide cost estimates for both the proposed and enhanced construction concepts, consult with OWS in the development of the construction documents and provide a guaranteed maximum price (GMP) for District approval based on the 90% CDs.

## **2. GENERAL INFORMATION**

Contract documents associated with this RFP will be the American Institute of Architects (AIA) A133 – Standard Agreement Between Owner and Construction Manager as Constructor and AIA A201 – General Conditions of the Contract for Construction. Order of precedence: in case of any difference between the RFP and the contract documents, the contracts 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.

The District may change the RFP solicitation only by written addenda. Proposers shall provide acknowledgement of receipt of all issued addenda with its proposal by providing the signed addenda from with the submitted Proposer. The District shall notify all known interested proposers of addenda by email.

### ***IT IS THE PROPOSER’S RESPONSIBILITY TO MAKE INQUIRY OF 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 OAR 137-049-0260, whichever date is later. District shall consider only a proposer’s request for change or protest to the addendum, not to matters not added or modified by the addendum.

Clarification may be requested in writing prior to the deadline for submitting a written change or protest. The clarification may be for any provision of the RFP document. District’s clarification 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.

Request for change may be done in writing to the specifications or contract terms and conditions. Proposer must deliver the written request for change by noon on November 28, 2022 to Joe Budge, Fire Chief, 1776 Newberg Hwy Woodburn OR, 97071 or [joe.budge@woodburnfire.com](mailto:joe.budge@woodburnfire.com). Proposer is responsible for ensuring receipt by the Fire Chief. 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.”

Protest may be done in writing for the specifications or contract terms and conditions. Proposer shall deliver a written protest on those matters to Joe Budge, Fire Chief, 1776 Newberg Hwy, Woodburn OR, 97071 [joe.budge@woodburnfire.com](mailto:joe.budge@woodburnfire.com), by noon on November 28, 2022. Proposer is responsible for ensuring receipt by the Fire Chief. 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 protest after the submittal deadline. 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 OAR 137-049-0260 or cancel the RFP under OAR 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.

**BOLI/PWR Requirements:** For this District project, all contractors and subcontractors will abide by the then previous January 1st determination of the minimum 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).  
[BOLI/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr_state.aspx).

**Public Works Bond:** Contractors and subcontractors 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 with the CCB to be used exclusively for unpaid wages determined to be due by State of Oregon Bureau of Labor & Industries. The prime contractor must verify that all subcontractors to be used on the project have file the Public Works bond with the CCB. Proof of bond filing must be provided to the District prior to contract signing, after the award of this RFP.

**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.386, 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. Performance bond and payment bond must be furnished by a surety company authorized to do business in Oregon and in an amount equal to the full contract price and otherwise comply with the requirements of ORS 279C.836. The apparent successful proposer must promptly furnish the required performance security upon District's request.

**Bid Bond:** No bid bond is required for this RFP.

**Substitute Contractor:** Pursuant to OAR 137-049-0470, if the contractor provided a performance bond, the District may afford the contractor's surety the opportunity to provide a substitute contractor to complete performance of the contract. A substitute contractor must complete all remaining contract work and comply with all terms and conditions of the contract, including performance bond and payment bond. Such substitute does not involve the award of a new contract and must not be subject to the competitive procurement provisions of ORS Chapter 279C.

**Foreign Contractor:** Pursuant to OAR 137-049-0490, if the contract price exceeds \$10,000 and the contractor is a foreign contractor, the contractor must promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the contract price, terms of payment, contract duration and such other information as the Department of Revenue may require before final payment can be made on the contract. A copy of the report must be forwarded to DBFD. DBFD awarding the contract must satisfy itself that the above requirements have been complied with before it issues final payment on the contract.

**Certified Payroll Withholding:**

- a. ORS 279C.845 requires that if a prime contractor does not file certified payroll as required (at least once per month), District must withhold 25% of amounts due to the prime contractor, in addition to any other required retainage.
- b. If a first-tier subcontract does not file certified payroll reports as required, the prime contractor must withhold 25% of amounts due the first-tier subcontractor.
- c. Once certified payroll reports are submitted, the District or prime contractor are to pay amounts withheld within 14 days.
- d. Neither District nor the prime contractor is required to verify the accuracy of the contents of the certified payroll reports.

**Drug Testing Requirements:** ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposer is therefore required to certify that it has an employee drug-testing program in place that applies to all employees, and will maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

### **3. SCOPE OF SERVICES**

**Project Team Members:** The selected CM/GC will coordinate and manage the construction process as a member of a team with District, OWS, and other project consultants. All of these parties together shall be referred to as the Project Team.

- a. The selected CM/GC will be issued an AIA A133 Construction Manager as Constructor Services contract as the agreement with the District.
- b. 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.
- c. 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.
- d. Additional services are identified throughout the CM/GC Services General Conditions Contract.

**Basis for Payment:** The selected CM/GC is paid the Design / Preconstruction Phase Fee established at the start of the 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.

**Design / Preconstruction Phase:** The CM/GC shall serve as general-contractor-at-risk 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. During the preconstruction phase, the selected CM/GC will provide cost estimates for both the proposed and enhanced construction concepts. The CM/GC shall provide the services identified in AIA A133 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.

**Setting the Guaranteed Maximum Price (GMP):** 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, The GMP setting will take place at the end of the design development phase.

The selected CM/GC will provide the District with a GMP for the public improvement construction work for the construction phase. Additional GMP stipulations will be identified in Article 2.2 of the AIA A133.

The District Board of Directors will be afforded the opportunity to review and approve the GMP during a regularly scheduled board meeting. The selected CM/GC will be required to attend this meeting to assist with explanation and answer Director questions.

The GMP includes the total “cost of the work for construction phase” (defined in Article 6 of AIA A133) including contingencies in 2.2.9 and the Construction Manager's Fee (defined in Article 5 of AIA A133).

- 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 parties to the public improvement contract 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 firm will be compensated for its actual time and reasonable expenses. A detailed description of the items that make up the GMP is required from the CM/GC.

**Construction Phase:** If a GMP amendment to the AIA A133 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.

- a. The CM/GC shall act as the general contractor to the subcontractors.
- b. The process used to award subcontractor by the CM/GC is to 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.
- c. The following public procurement requirements apply in accordance with District ordinance:
  - i. Small Procurements – Up to and including \$25,000: CM/GC may award work that does not exceed this criterion in any manner practical, including direct selection.
  - ii. Intermediate Procurements – Exceeding \$25,000 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, District 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.
  - iii. 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.
- d. When there are single fabricators of materials or special packaging requirements for subcontractor work advance approval by the District's project manager is required.
- e. 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 137-0049-0690(5)(n), the CM/GC will provide debrief meeting(s) with subcontractors.

**Special Testing and Inspections:** All special testing and inspections work will be done by others contracted separately by District.

**Additional Services:** It is anticipated that the following functions will continue throughout all phases of the project as applicable:

- a. Participate in weekly meetings with District and/or the design team.
- b. Consult, evaluate and understand design criteria with the design team.
- c. Consult with the District and OWS in refining the construction project budget, and establishing and maintaining a detailed cost model for the work as the design evolves.

- d. 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.
- e. Prepare a detailed milestone schedule identifying the work to be performed by the design team, District, and the CM/GC during this phase. The CM/GC shall report progress weekly against this schedule.
- f. Review the plans and specifications on a continuous basis and advise the design team whenever the estimated construction costs are tending to exceed line items from the model budget. In a timely fashion, provide the design team with alternatives that will bring the project cost within budget, without compromising the scope agreed to in the outline specification. Continually update project costs.
- g. 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.
- h. Prepare site and building logistics and safety plans to encompass all proposed activities and impacts to the existing site, neighbors, authorized visitors and employees.
- i. CM/CG to provide cost estimates for each drawing issue during design. During construction, a biweekly project cost update and status report must be provided to the District. The status report will include schedule reporting as well as a summary of all major outstanding items with proposed solutions.
- j. Prepare all bid packages, according to the contractual requirements and District procedures. Recommend to District modification to existing procedures or implementation of new procedures where appropriate. Ensure that all bid packages, including those for early procurement, are within budget. It is the responsibility of the CM/GC to provide the design team with sufficient viable options, in a timely fashion, such that the bid packages will be within budget.
- k. 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.
- l. Review and expedite all change orders.
- m. Monitor compliance with payment of prevailing wages on all contracts and subcontracts.
- n. Provide all certified payroll for CM/GC and subcontractors pertinent to pay requests for review and approval.
- o. Maintain in a current condition all project records, including permits, construction documents, as-built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, RFI's, ASI's, CO's, etc.
- p. Transmit copies of all project correspondence to District's project manager including, but not limited to, meeting minutes, RFI's, RFI logs, submittals, submittal logs, inspection reports, change order requests (COR's), Change Order Request Logs, proposal requests, ASI's, permits, project allowance(s) reconciliation, project contingency status reports, project schedule updates, etc.
- q. Provide an unconditional lien release at the end of the project.
- r. Provide any other process or work required to make the project successful.

#### **4. QUALIFICATIONS**

##### **Experience / Responsibilities:**

- a. The proposer (firm) shall have at least five (5) years' experience with CM/GC construction delivery model.
- b. The key personnel shall have at least five (5) years' experience with CM/GC construction delivery model.
- c. 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 for site development for new construction or additions to fire stations or comparable public facilities.
- d. 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.

#### **5. PROPOSAL SUBMISSION**

Proposals are due by 4:00 pm, local time, Friday, December 2, 2022. Proposals shall be submitted in a sealed envelope or package, plainly marked "Fire Station 23 Site Development, New Construction & CM/GC Proposal."

Proposals shall be addressed to:

Joe Budge, Fire Chief  
Woodburn Fire District  
1776 Newberg Hwy.  
Woodburn, OR 97071

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.

#### **6. PROPOSAL REQUIREMENTS**

Proposals shall be wholly contained in a single bound binder or cover. Paper size shall be 8 1/2" 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.

Proposers must submit an original and five (5) hard copies of the proposal. 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. Proposer shall also submit an electronic copy of proposal on a CD or 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.

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

#### **A. Cover Letter**

- i. State general qualifications, expertise, and ability to perform the scope of services described in this RFP
- ii. Introduce the CM/GC project manager
- iii. Summarize compliance with each of the minimum qualifications, referencing necessary detail found elsewhere in the proposal by name.
- iv. Acknowledge receipt of all addenda, as necessary.
- v. Indicate agreement with the requirements and terms and conditions of this RFP (agreement form attached).
- vi. Agreement must be signed by a representative of the proposer authorized to undertake contract negotiation and bind the Proposer.

#### **B. Firm Overview, Qualifications, and Expertise**

- i. Provide a brief description of the Firm's history and bonding capacity (single project limit and aggregate).
- ii. Demonstrate that the Firm has been in business for a minimum of five (5) years as a general contractor by providing a comprehensive narrative detailing the Firm's specific prior experience for at least three (3) public CM/GC projects involving a scope of work equal to or larger than the described project.
- iii. 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's name, the Firm'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.
- iv. Summarize the relevant experience and expertise of anticipated subcontractors. Indicate whether proposer and subcontractors have previously teamed together on CM/GC projects.

#### **C. Project Specific Qualifications**

- i. Summarize the Firm's experience with fire station construction services. If no experience, proposer may describe previous experience with similar occupancies.

#### **D. Key Personnel Experience and Qualifications**

- i. Award of this RFP will be for 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.
- ii. Provide details of the project manager assigned to this project, if awarded, by May 15, 2023 or at the time when the CMGC Phase II contract is awarded.
  - 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 Firm, previous position(s), largest number of employees supervised, and list the three largest projects supervised. Include a brief project description and dollar amount.
  - 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.
- iii. In addition, provide details of other key staff that would support the project manager for work through the completion of the project.
- iv. By listing individuals in the proposal, the Firm 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.

#### **E. Approach and Schedule**

- i. Construction Management: Describe in detail the Firm's approach to construction management information controls, forms, and/or procedures.
- ii. Team Communication / Relationships: Describe the Firm'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.
- iii. 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.
- iv. Quality Control / Craftsmanship: Discuss the Firm's approach to managing quality and craftsmanship.
  - a. Describe how the Firm has provided a satisfactory record of delivering quality projects with self-performed work.
  - b. Describe how the Firm handles subcontractor selection and oversight to ensure high quality craftsmanship.
- v. Schedule: Describe the Firm's overall plan with regards to planning, scheduling, site management, and project monitoring skills and processes.
- vi. Cost Control: Describe the Firm's job costing procedure and how the Firm will keep the District apprised of project costs. Describe the Firm's process for managing change orders and claims, including efforts to minimize both.
- vii. Safety and Drug Program: Describe the Firm's safety, drug, and alcohol programs.
- viii. 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.

**F. Design / Preconstruction Fee**

- i. Proposals must include a flat fee dollar amount for CM/GC services provided by the successful proposer during the design / preconstruction phase. This fee will include the following:
  - a. Administrative, clerical, management, and cost estimating of design drawings and other design alternatives or cost saving measures as determined by the district.
  - b. Any other CM/CG services during the design/preconstruction phase that is not included in the GMP.

**7. EVALUATION CRITERIA**

A. Cover Letter and Minimum Qualifications	pass/fail
B. Firm Overview, Qualifications, and Expertise	40 points
C. Key Personnel Qualifications and Experience	10 points
E. Design and Preconstruction Fee	10 points
D. Approach and Schedule	5 points

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.

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 the District Board for review and approval. If the District and proposer cannot reach an agreement in negotiations, the District will terminate negotiation and, at its option, negotiate with the next-ranked proposer.

Interviews, if necessary, may be conducted to aid in the final evaluation ranking(s). If conducted, interviews will be held at a Woodburn Fire District owned facility in Woodburn, Oregon.

## 8. SCHEDULE

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

October 21, 2022	Issue RFP
November 28, 2022	Deadline for Clarifications / Change Requests / Protests
December 2, 2022	Proposals Due @ 4:00 p.m.
First Week of December, 2022	Evaluate Proposals
Second Week of December, 2022	Interview top two proposers if necessary
December 16, 2022	Issue Notice of Intent to Award Notice ( <i>on or before date</i> )
December 21, 2022	District Board Action - Execute Phase I Contract
May 2023	District Board Action – Approve GMP Execute Phase II Contract

## 9. TERMS AND CONDITIONS

The District may engage consultants to provide independent third party review of work done.

The 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.

District also reserves the right to accept or reject any individual subcontractor that a proposer proposes to use.

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. By submitting a response to this RFP, the successful proposer agrees to negotiate in good faith to agree to and execute an agreement with the District. Contract documents associated with this RFP will be the American Institute of Architects (AIA) A133 – Standard Agreement Between Owner and Construction Manager as Constructor and AIA A201 – General Conditions of the Contract for Construction. District reserves the right to negotiate any and all items of the agreement, including the term, scope of services, and compensation.

The District will maintain ownership of all work products produced as result of any contract arising from this RFP.

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: That the information provided in the proposal is true, accurate and represents the most current information available as of the date of this RFP; and,

- That the proposer can comply with the necessary insurance requirements as set out in Exhibit A, attached hereto; and,
- 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 December 2, 2022.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- a. Contractor or subcontractor is listed on BOLI's list of ineligible;
- b. Evidence of collusion, directly or indirectly, among Proposers in regard to amount, terms, or conditions of this RFP;
- c. Any attempt to improperly influence any member of the selection staff;
- d. Existence of any lawsuit, unresolved contractual claim or dispute between the proposer and the District;
- e. Evidence of incorrect information submitted as part of the proposal;
- f. Evidence of proposer's inability to successfully complete the responsibilities and obligations of the Proposal; and
- g. Proposer's default under any agreement, which resulted in termination of the agreement.

## **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:

### **A. 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:

#### ***Woodburn Fire District***

*Request for Proposals*

*Fire Station 23 Site Development, New Construction*

*& CM/GC Services*



<b>Coverage</b>	<b>Limit</b>
• General Aggregate	\$2,000,000
• Each Occurrence	\$1,000,000
• Medical Expense (Any one person)	\$50,000

**B. 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.

**C. 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.

**D. 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.

**E. 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.

**ENCLOSURES SECTION**

List of Enclosure(s):

- Proposer Certification Form

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(Contractor/Proposer Name)

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

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.

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.

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.

The proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

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.

Has or will not, discriminated against minority, women, or emerging small business (MWESB) enterprises in obtaining any required subcontracts.

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.

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.

Proposer acknowledges that 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.

To 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 the District.

That 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.

Has not discriminated and will not discriminate, in violation of ORS 279A.110(4), against any minority, women or emerging small business enterprise in obtaining any required subcontract.

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.

***Woodburn Fire District***

*Request for Proposals*

*Fire Station 23 Site Development, New Construction  
& CM/GC Services*

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 with the Construction Contractors Board, as required).

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

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:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

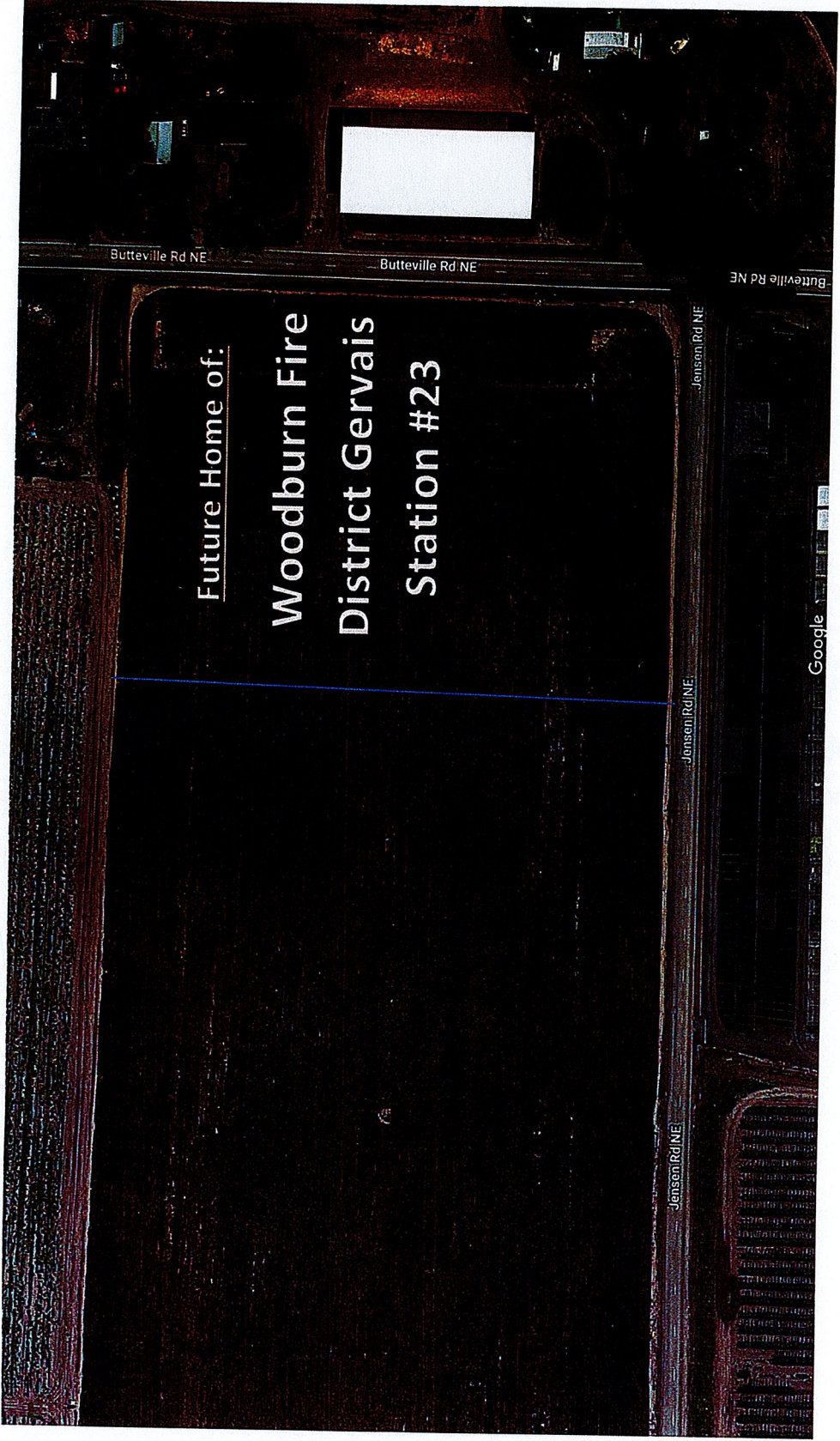
\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Physical address)

This RFP will result in a contract for a Public Work subject to ORS 279C.800to 279C.210. Any proposal of a contractor or subcontractor listed on BOLI's list of ineligibles will be rejected.







Future Home of:

**Woodburn Fire  
District Gervais  
Station #23**

Butteville Rd NE

Butteville Rd NE

Butteville Rd NE

Jansen Rd NE

Jansen Rd NE

Jansen Rd NE

Google