

REQUEST FOR PROPOSAL FOR CONSTRUCTION PROJECT MANAGEMENT SERVICES



**CENTRAL SCHOOL DISTRICT
INDEPENDENCE, OREGON**

Date Due: October 31, 2016
Time Due: 2:00 PM, P.S.T.

LABELING INFORMATION and DELIVERY LOCATION:

Construction Project Management Services Proposal
Attention: Cecelia Koontz
Central School District
750 South 5th Street, Independence, OR 97351

REQUEST FOR PROPOSALS

Construction Project Management Services

DESCRIPTION: The Central School District requests proposals from qualified firms for pre-bond planning and post-bond construction project management services in conjunction with construction and renovation projects. The district has placed a bond measure for capital construction in the November 8, 2016 election. The Board of Directors has determined the exact projects to be funded by a \$26,000,000 bond and possible additional funds up to \$5,000,000. A Project Manager will be selected and identified. The contract award will be contingent on passage of the November 8, 2016 election.

SCOPE OF PROJECTS:

A District Bond Exploration Committee and the School Board have reviewed the District's 2012 Long-Range Facilities Plan and are recommending needed capital improvements and repairs and maintenance of existing facilities to include:

- Independence Elementary School: 10 to 12 classroom addition, new gymnasium, conversion of existing gym to cafeteria, air conditioning, parking lot and additional small projects
- Monmouth Elementary School: New gymnasium, conversion of existing gym to multipurpose room and additional small projects
- Talmadge Middle School: Upgrades to cafeteria, remodel gym, and locker room facilities; 4-classroom addition

The District will want the Project Manager to provide recommendations on the appropriate process timeline for the Design Phase of this project.

A copy of the Central School District Long Range Facilities Plan of 2012 and Pre Bond Study April 2016, including project scope is available upon request or from the District website.

<http://www.central.k12.or.us/departments/facilities>

Services required:

- Pre-Construction Services including budget and schedule development, development of management plans, cost estimates of renovations, repairs and maintenance and new facilities, including archeological assessment coordination, energy assessment coordination and program management implementation
- Consultation with District's legal counsel regarding land use applications
- Consultation with officials from City of Monmouth and City of Independence building and community development departments
- Design Phase Services including architect and consultant selection, education specifications and cost estimates, work with District design team.
- Bid and Award Phase administration
- Construction Phase Activities including conducting construction meetings, on-site observations, interface with contractors, analyze change orders, quality control assurances, assist in monitoring budget to actual costs, coordination with District Bond Oversight Committee and project close-out documentation.

Experience needed for successful management:

- Successful experience managing pre-bond, design, construction and closeout of K-12 facilities in the last 5 years.
- Project Manager designated for the project must have successful experience in managing K-12 or other similar public construction projects.
- At least five years of demonstrated experience and understanding of local ordinances and statutes for public projects in the state of Oregon.
- Experience with project funding available through Oregon Senate Bill 1149 and other energy incentives

Request for proposal packet, specifications, and clarifications are available by contacting Cecelia Koontz, Business Manager at the district office located at 750 South 5th Street, Independence, OR 97351 or email ckoontz@central.k12.or.us. Sealed proposals shall be received until 2:00 p.m., P.S.T., October 31, 2016 and should be labeled as followed and delivered to the following address:

RFP: Project Management Services
Attention: Cecelia Koontz
Business Manager
Central School District
750 South 5th Street, Independence, OR 97351

Central School District may reject any proposal not in compliance with prescribed procedures and requirements and may reject for good cause any and all proposals upon a finding of the Central School District that it is in the public interest to do so.

Respectfully submitted,

Cecelia Koontz,
Business Manager
Central School District

Published: 10/06/2016

Official Opening: The process for selection of the project manager or firm will be completed within 30 days.

A. Proposal Format

A.1. Contact Person: All contact and questions regarding this Request for Proposal should be directed to Cecelia Koontz, hereafter referred to as "Business Manage," by phone: 503-606-2263, 750 South 5th Street, Independence, OR 97351, or e-mail: ckoontz@central.k12.or.us

A.2. Addenda: If needed, written clarifications to this RFP will be made in writing and sent to all proposers in the form of an addendum. An addendum will be e-mailed to all known proposers of record as recorded in the Superintendent's office. Only those representations made via written addenda shall be binding upon the District.

A.3. Proposal Due Date: The Board of Directors of the Central School District ("District") will receive sealed proposals at the Administrative Office, 750 South 5th Street, Independence, OR 97351 until 2:00 p.m., P.S.T., October 31, 2016 for Construction Project Management Services as described in the accompanying documents.

All proposals must be received at the Administrative Office no later than the date and time specified on the request for proposals. The District will not be responsible for proposals delivered by Proposer, Postal Department, or any other means to any location other than the Administrative Office.

A.4. Submission: All proposals shall be sealed in an opaque envelope or package and addressed as follows:

Construction Project Management Services Proposal

Attention: Cecelia Koontz
Central School District
750 South 5th Street,
Independence, OR 97351

In addition, the name and address of the proposer must appear on the outside of said envelope.

The proposal sheet of these specifications shall be signed with ink or indelible pencil, as follows:

- (1) In the case of an individual proposer, by such individual proposer.
- (2) In the case of a partnership, the name of the partnership must appear on such proposal and it shall be signed in the name of such partnership by at least one partner. In addition to such signature, the names of all partners shall be stated in the proposal.
- (3) In the case of a corporation, the corporate name shall be subscribed by the president or other managing officer, and there shall be set forth under the signature of such officer the name of the office he or she holds or the capacity in which he acts for such corporation.

Facsimile transmissions or other electronic media will not be accepted.

A.5. Quantity: Proposers shall provide six (6) copies of their proposal and all attachments. One must be designated "original" and contain all required signatures.

A.6. Page Limitation: Proposals shall be limited to 20 single sided pages with 11 point font, single line spacing.

A.7. Withdrawal of Proposal: Proposers are to submit proposals that are accurate, complete and contain all terms and conditions that they feel are necessary. If after submitting a proposal, the proposer finds changes are necessary, the proposer may change or withdraw their proposal any

time up to the time of the proposal opening. However, after the opening, the proposal may not be changed or altered in any way. If accepted, a proposal is considered non-cancelable and the proposer will be expected to honor a binding contract. If for any reason the proposer does not perform, the District can be expected to take whatever action it believes appropriate, including but not limited to, the removal of that proposer's name from future bid lists.

No proposer may withdraw his proposal after the hour set for the opening thereof or before award of the Contract, unless said award is delayed for a period exceeding ninety (90) days.

An award of the contract to any proposer shall not constitute a rejection of any other proposal.

A.8. Prohibition of Alterations: Proposals that are incomplete or conditioned, or that contain any erasures, alterations, or that contain irregularities of any kind, or that are not in conformity with the law may be rejected.

A.9. Incurred Costs: The District is not liable for any costs incurred by providers in the preparation and presentation of their proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the proposal. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

The District is not responsible for any costs of any proposers incurred while submitting Proposal, and all proposers who respond to solicitations do so solely at their own expense.

A.10. Equal Employment Compliance Requirements: By submitting this proposal, the proposer certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports that are required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders. The Central School District is an equal opportunity employer. Women and minority businesses are encouraged to apply for this contract.

A.11. Transfer or Assignment: Neither this contract nor any interest therein shall be transferred to any other party or parties, and in case of such transfer, the District may refuse to carry out this contract, either with the transferor or the transferee. All rights of action for any breach of this contract by a successful proposer are reserved to the District. No officer of said District, nor any person employed in its service, is, or shall be, permitted any share or part of this contract or any benefit which may arise here from. The successful proposer further agrees to make payment promptly as due, to all persons supplying labor or material for the implementation of the work provided for herein. The successful proposer shall not permit any lien or claims to be filed or prosecuted against the District for or on account of any labor or material furnished aforesaid.

A.12. Protest of Specifications: Any protest of a specification herein contained must be in writing and must indicate in detail the reason(s) for the protest and a suggested change in wording or specifications that would remedy the cause for protest. All protests must be received at the Superintendent's office at the Central School District's Administrative Office (same name and address as the proposals) by 1:30 P.M. one (1) week prior to the official opening. All complaints received prior to said time will be reviewed and acknowledged.

Those complaints deemed by the Superintendent to have merit will be given consideration and, where applicable, a change in specifications or a delay in the opening may be granted by the submission of an Addendum, issued by the district, to those of record holding specifications.

Those complaints not deemed by the Superintendent worthy of changing said specifications or

delaying said opening will be given consideration, and the individual or company will be notified as to the reason. Said complainant may then wish to appeal to the School District Board of Directors, as Public Contracting Review Board to review the complaint and make a final decision. Written appeals to the Public Contracting Review Board must be received by 5:00 pm PST on November 4, 2016.

Should vendors feel that any specification limits competition, they are encouraged to follow through with their "Protest of Specifications" as outlined.

A.13. Disclosure of Intent: No employee or elected official of the District may own more than 5% of a business that is submitting a proposal on any awards with the District unless it is fully disclosed in the proposal documents.

A.14. Contract Provisions: The contract must provide that the district, and its duly authorized representatives shall have access to the Contractor's books, documents, papers and records directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts. The contract must also include a provision indicating that subcontracts for any of the work scheduled under the contract may not be entered into without prior written approval from the District.

B. Proposal Requirements:

B.1. The submitted proposal shall include a readily identifiable response to each of the following:

Cover letter:

Include cover letter, signed by a duly authorized agent of the company/individual, expressing the firm's or individual's overview, office location, service area, and interest and understanding of the program.

Firm:

B.1.a. Describe your firm's relevant experience as a construction project manager on K-12 educational projects or other public projects within the region. Provide a reference contact person and phone number for every school project (over \$10,000,000) the firm has completed in the last five years.

B.1.b. Describe the coverage level and provider of your professional liability insurance.

Project Manager:

B.1.c. Identify the specific personnel, to whom responsibility for the District's project will be assigned, including individual name(s), title(s), role(s), and relevant experience. Identify the lead project manager and provide three reference contact persons and phone numbers. Discuss other simultaneous project assignments these staff are involved with, their duration and commitment requirements as a percentage of time of the named staff.

B.1.d. If proposing more than one person for the program, provide an organizational chart of project team hierarchy and briefly describe each person(s) role on the program and their commitment as a percentage of their time to the District's program.

Program Approach:

B.1.e. Describe your firm's philosophy of service as the District's representative.

B.1.f. Describe your firm's approach to effective project communications, collaborative team management, and the project manager's role as the District's representative to coordinate services of the architect and work of the contractor towards accomplishment of project goals of the District.

B.1.g. Describe your firm's approach/methodology to effectively manage the District's expectations and the program's budget, schedule and quality of work.

B.1.h. Describe what special services, systems or qualifications your firm has that would benefit the District in carrying out this program.

B.1.i. Describe your firm's process for selecting a design professional and their sub consultants, and general contract (will CM/GC be utilized or traditional Design-Bid-Build). Furthermore, explain, in detail, the aspects of the scope of work you intend to include in the architect's scope and if you intend to use design-build, OFOI, OFOICC, or OFCI strategies.

Fee Structure:

B.1.j. Describe your proposed fees, escalation rates and expense structure for construction project management services. The unit rates provided shall be the basis for fee negotiations with the successful firm.

B.1.k. Provide separate fee schedule for Pre-Bond Services and Bond Project Management Services.

C. Selection Process

C.1. Selection Committee: The proposals shall be subjectively evaluated by the Committee with points assigned based upon desirable features. Those proposals submitted that do not meet mandatory requirements outlined in Instruction to Bidders and Specifications will not be rated.

The Selection committee shall consist of available members among:

- Two Board members
- Superintendent or Assistant Superintendent
- Business Manager
- District Maintenance Supervisor or Designee
- One School District Administrator
- Other persons as deemed necessary by the Superintendent

The role of the Selection Committee shall include a complete review of all documents submitted and may include conferring with selected clients of the proposing firm(s). It may also involve meeting with those firms selected to review their proposals. The District will make the final decision on hiring a construction project management firm or firms.

Selection Committee members may not be contacted or solicited by any firm or individual submitting proposals during the proposal solicitation and review process. Violations of this requirement may result in disbarment from the selection process. Questions related to the Request for Proposals may be directed to Cecelia Koontz, Business Manager.

Criteria: All proposals from qualified firms that provide all the minimum required qualifications will be evaluated on the following criteria.

C.1.a Firm: Demonstrated recent successful experience in K-12 school construction project or other similar public project management by the proposing firm. (30 points)

C.1.b Project Manager: Demonstrated recent successful experience in construction project management by the proposed lead project manager. (50 points)

C.1.c Approach to Program: Knowledge and understanding of the required services as shown through the proposed approach to managing the roles and responsibilities as outlined in Sections D-H – Scope of services. Ability to effectively manage budgets, schedules and quality on behalf of the District. Ability to represent District's interests in all phases of pre- and post bond services. (50 points)

C.1.d Fee structure: (10 points)

C.1.e Interviews: The District, through the Selection Committee, intends to invite one or more proposers to present their proposal, in person, to the committee. Interviews will be scored on thoroughness of preparation and fit with district needs. (50 points)

C.2. Contract and Insurance Coverage: Within ten (10) business days after receipt of notice of proposal award, the proposer to whom the contract is awarded, shall draft and submit a written contract for District review and approval. Consultant shall make any and all changes mutually agreed to by the District and consultant. Upon mutual consent to the agreement, consultant shall furnish a certificate of insurance acceptable to the District.

C.3. Protest of the Award: Protest of the award of the project to any particular contractor shall be presented to the Superintendent in writing within five (5) calendar days of the notice of intent to award of the contract.

Such protests shall explicitly state the reason for the protest and explain how the protesting party has been prejudiced. No protest against the award of the contract shall be considered after the deadline established for submitting such protest. The time for submitting such protests shall commence to run upon contractor's receipt of notice from the District as to the award of the contract. Unless earlier receipt is established, receipt of notice of award of the contract shall be deemed to have occurred no later than three (3) days following the mailing of written notice to contractor addressed to contractor's address as stated in contractor's proposal. Upon receipt of any such complaint, the Superintendent shall consider same and may hold in abeyance the completion of final contract documents until consideration of the protest and issuance of any determination on the protest, which may include, a denial thereof, a re-opening of the proposal process, or any other appropriate remedy as the circumstances may suggest.

C.4. Reservations: The Board of Directors of Central School District herein expressly reserves the following rights.

C.4.a To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the District. The district does not intend to award a contract solely on the basis of any response made to this request for proposals or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the District.

C.4.b To make or conduct any investigation or inquiry deemed appropriate to confirm or deny representations made in the proposals.

- C.4.c To reject any or all proposals as permitted by Oregon Statute or Administrative Rule and to waive informalities in proposals.
- C.4.d To consider the competency and responsibility of proposers and of their proposed subcontractors in making the award.
- C.4.e In the event any proposer or proposers to whom the contract is awarded shall default in executing said formal contract or in furnishing satisfactory insurance coverage within the time and in the manner hereinafter specified, the district may award the contract to another proposer or proposers.
- C.4.f In the event only one proposal is received, the District may, at its election, return the proposal unopened.
- C.4.g To make the award based on its best judgment as to which proposal best meets the District's expectations of a program of the highest quality and innovation.
- C.4.h To make such changes or corrections in plans, specifications, or quantities, as it may deem necessary or desirable prior to the proposal opening. Proposers will be notified of such changes in writing by addenda mailed to the address on file in the Superintendent's Office.
- C.4.i. To cancel the contract upon written notice at any time the District, in its sole judgment, determines that the provider is not meeting the needs of the District.

C.5. Disclosure: Proposals will be considered confidential materials and will not be made a part of the public record until after the evaluation process is completed. Said files including the evaluation report will then be available for public review.

C.6. General: The contracted project manager would work under the direction of the Superintendent and report to the Superintendent, Business Manager and Board of Directors. The contracted project manager would be involved in all phases of the project work from pre- bond planning through design, construction and project closeout. In addition, the construction project management firm will provide technical, clerical and managerial staff assistance to the Superintendent for the specific tasks described hereunder for each assigned project in the capital construction program.

D. General Services:

- D.1. Act as owner's representative during all phases of project on behalf of the District;
- D.2. Generate and distribute throughout all phases management information reports detailing project progress, schedule and financial status;
- D.3. Report on a regular basis and/or as otherwise requested by Superintendent, to the Board of Directors;
- D.4. Attend public meetings as a representative of the District;
- D.5. Establish, under the direction of the Superintendent, an in-district capital construction office, including maintenance of related records, documentation, design data, drawings, correspondence, etc., pertaining to the program;

- D.6. Serve as the District's representative in all matters with regulative authorities including but not limited to: Bureau of Labor and Industries, local/county building authorities, Division of State Lands, State/Local Fire Marshal, Building Inspector(s) and OR-OSHA;
- D.7. Provide regular presentations/tours to interested parties as requested by the Superintendent.

F. Design Phase Activities:

- F.1. Assist in the selection of consultants/contractors related to pre-construction and construction activities and negotiation and administration of their contracts on behalf of the District.
- F.2. Develop standard forms of consultant/contractor agreements with District counsel as required to complete post-bond phase activities. This includes architects, engineers and various other consultants.
- F.3. Assist in the selection of the foregoing consultants/contractors and negotiation and administration of their contracts on behalf of the District.
- F.4. Assist Architect/Engineer with development of General/Supplemental Specifications (Divisions 0 & 1).
- F.5. Prepare and implement procedures for administration of the design and construction contracts by both the Architect/Engineer and District (project specifications manual including accounting and reporting requirements).
- F.6. Establish and implement cost monitoring, saving and control procedures. Review and provide recommendations and possibly approval on all payment applications associated with the bond program.
- F.7. Monitor design progress for conformance to the master schedule milestones, and update the master schedule as required.
- F.8. Review all design documents and construction documents for compliance with District objectives and design standards. Provide written commentary and resolve all inconsistency based on District design standards and objectives.
- F.9. Review of estimates prepared by independent consultants for compliance with budget parameters. In the event of any apparent cost overrun, immediately notify the district of the circumstances and develop corrective action to be taken.
- F.10. Coordinate periodic design review meetings, ensuring appropriate user and/or public participation.
- F.11. Verify proper coordination of separate construction contracts, if any, and incorporation of District-furnished materials, equipment and furniture into general contracts.
- F.12. Coordinate review of project constructability based on completed construction documents. Coordinate specifications for owner-furnished materials that are complete and ready for competitive bid, in compliance with State of Oregon Purchasing Policies and District Purchasing Procedures.

F.13. Provide owner with various construction options and implement methods selected by owner that may involve cost savings, accelerated construction or other benefits to the owner.

F.14. The District does not expect the proposer to establish an “office presence” in the district during the Design Phase.

G. Bid and Award Phase Activities

G.1. If an alternative contracting method is selected for use by the District, develop and administer the selection process for A/E services and a General Contractor.

G.2. Assist the architect/engineer in preparation of the bid advertisement, and issue of the bid documents and addenda.

G.3. With the architect/engineer conduct the Pre-Bid Conference.

G.4. With the District, receive and evaluate the bids/proposals, and make recommendations regarding contract award.

G.5. Coordinate the issue of the appropriate form of contract, notice-of-award, and notice-to-proceed to the contractor(s).

H. Construction Phase Activities

H.1. Conduct the Pre-Construction conference with assistance from architect/engineer.

H.2. Conduct weekly site progress meetings, and prepare and distribute meeting minutes.

H.3. Coordinate, evaluate, recommend and expedite the processing of contractor change order proposals and time extension requests.

H.4. Evaluate and recommend District action regarding changes to construction schedule.

H.5. Conduct on-site observation of work in progress for compliance with the contract documents. Recommend corrective action for work found not in compliance, and monitor contractor response. Site observation visits shall be conducted as often as required for project manager to effectively manage and document the progress of construction and to effectively and efficiently resolve outstanding issues.

H.6. Coordinate the work of District held contracts.

H.7. Analyze contractor claims, if any, and recommend District action.

H.8. Assist in contract substantial completion and close-out activities.

H.9. Coordinate District occupancy of completed facilities.

H.10. Receive contract close-out documentation, and with the architect/engineer recommend final acceptance to the District.

H.11. Advise District and coordinate building commissioning activities for all new building construction.

- H.12. Assist District in application for possible energy savings, rebates, or funding from State and utility companies' programs, specifically the Oregon DOE High Performance School Grant. If appropriate, assist AE and District in LEEDS certification. Coordinate required meetings and documentation required for this effort.
- H.13. The District expects the proposer to establish an "office presence" in the district during the Construction Phase.

END OF REQUEST FOR PROPOSALS