

CITY OF ROSEBURG

REQUEST FOR PROPOSAL

FOR

CONSTRUCTION MANAGER/GENERAL CONTRACTOR

FOR

ROSEBURG NAVIGATION CENTER

SUBMITTAL DEADLINE: 2:00 P.M., Thursday, July 21, 2022

**CITY OF ROSEBURG
REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR
FOR
ROSEBURG NAVIGATION CENTER
21GR30**

NOTICE IS HEREBY GIVEN, the City of Roseburg is requesting sealed proposals from qualified persons to provide Construction Management and General Contracting for the Roseburg Navigation Center Remodel Project. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in the Request for Proposals (RFP) packet. A copy of the RFP packet may be downloaded from the City's website at www.cityofroseburg.org.

All proposals must be submitted by paper or electronically via email. Proposals received in paper format must be sealed, clearly marked **Construction Manager/General Contractor Services Proposal – Project No. 21GR30**, 2:00 p.m., Thursday, July 21, 2022 and received in the City Manager's Office at Roseburg City Hall by the above specified date and time. Proposals received electronically via email must be sent to Amy Sowa, Assistant City Manager/Recorder at bids@cityofroseburg.org, and be clearly marked in the subject line of the email **Construction Manager/General Contractor Services Proposal – Project No. 21GR30** 2:00 p.m., Thursday, July 21, 2022 and received by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be returned without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.



Amy L. Sowa, Assistant City Manager/Recorder

Dated this 28th day of June, 2022.

Posted on the City's Website this 28th day of June, 2022.

CITY OF ROSEBURG
REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGER/GENERAL CONTRACTOR

Roseburg Navigation Center

SECTION I: GENERAL INFORMATION

The City of Roseburg (Owner) solicits proposals for a construction firm interested in providing Construction Manager/General Contractor (CM/GC) services for the Roseburg Navigation Center Project. The proposals will be received per the following:

1 PROPOSALS DUE:

Deadline: 2:00 PM – Thursday, July 21, 2022
To: Amy Sowa City Recorder
Location: 900 SE Douglas Ave, Roseburg, OR 97470

2 PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held at 2:00 PM, Tuesday, July 12, 2022 at 948 SE Mill Street, Roseburg, OR 97470.

3 CM/GC APPROACH: The owner has chosen the Construction Manager / General Contractor (CM/GC) project approach over the more traditional design-bid-build in order to obtain the earliest occupancy of the Roseburg Navigation Center at a Guaranteed Maximum Price (GMP). In addition, the project sequencing, scheduling and logistics required to complete the work within the earliest reasonable time can best be achieved by the CM/GC approach. It is the intent of the Owner to enter into a contract with the selected CM/GC which will include pre-construction services with a GMP for the entire scope of work.

4 MINIMUM PRE-QUALIFICATIONS FOR CM/GC FIRMS: Certain minimum qualifications have been established in order for the proposers to be considered for the contracts described in the RFP.

4.1 Proposers shall have three or more years continuous experience as a current construction firm that has completed at least two other projects of comparable size, cost and complexity during that time.

4.2 Proposers shall be capable of providing a 100% performance bond and 100% labor and material bond for the project.

4.3 Proposers shall have key personnel available for the time and magnitude of the project throughout its duration. Key personnel assigned to the project shall maintain

their assigned position throughout the project unless requested to be removed by the Owner or unless otherwise approved by the Owner.

4.4 Due to the fast paced timeline associated with this RFP, proposers may self-certify that they meet these requirements by filling out the enclosed prequalification statement. Prequalification is mandatory. Proposals that do not contain the signed Prequalification Statement will be deemed nonresponsive to this RFP and will be disqualified from further consideration.

- 5 **RFP METHOD:** The Owner will use the Request for Proposal (RFP) competitive procurement method. The process has several major components, including but not limited to: 1) RFP Notice; 2) Mandatory pre-proposal meeting; 3) Question / Answer Period; 4) Receipt of Proposal Response; 5) Proposal Evaluation, scoring and short list; 6) Reference Checks; 7) Interviews and scoring; 8) Recommendation to the Council and Council Approval; 9) Contract Negotiation.
- 6 **EVALUATION FACTORS:** CM/GC's responding to this request will be evaluated on several factors as set forth in the RFP, including but not limited to fee, qualifications, prior experience, proposed cost control approach, proposed schedule, and overall project approach for the complete work.
- 7 **RFP CONTACT:** The City Manager's office is the point of contact in the City for this RFP. All correspondence pertaining to this RFP should be directed to Amy Sowa, City Recorder, 900 S.E. Douglas Avenue, Roseburg, OR 97470. The City Manager's Office may be contacted by calling 541-492-6866.
- 8 **RFP DOCUMENTS:** A copy of the RFP specifications and documents are on file and may be obtained for review at the Information of Record address below, or online at www.cityofroseburg.org . Request may also be made by contacting the RFP Contact.
- 9 **INFORMATION OF RECORD:** The official source of information for this project until the Intent of Award is located at Wilson Architecture, 86530 Sanford Rd., Eugene, OR 97402.
- 10 **INTERESTED PARTIES LIST:** As a courtesy, the Owner will provide copies of Addenda items (official changes / revisions / updates to the process or documentation) via email to CM/GC firms who register on the Interested Parties List through OregonBuys, but it is important for all CM/GC firms to understand that it is their responsibility to check with the RFP Contact for regular updates. Please contact the RFP Contact, name, to ensure your firm is on the Interested Parties List, if you have not already been informed that you are.
- 11 **OWNER'S RIGHT TO CANCEL PROCESS OR REJECT PROPOSALS:** The Owner may cancel a solicitation process, or reject any proposal in whole or in part when it is in the Owner's best interest as determined by the Owner. This may include rejecting any proposal not in compliance with all prescribed public contracting procedures and requirements, and for good cause, rejection of all proposals upon a finding that it is in public interest to do so. If the Owner chooses to reject the proposal in part, it may in certain instances provide notice of any correction or modifications to prospective CM/GC firms who originally submitted proposals, solicit supplemental information from them, and

set an expedited deadline for their supplemental submissions.

- 12 **MODEL RULES:** Pursuant to ORS 279C.337(2)(h), the Owner will conduct the procurement in accordance with model rules the Attorney General adopts under ORS 279A.065(3).

SECTION II: OVERVIEW OF PROJECT

The project generally consists of the interior remodel of an existing 22,170 SF building located at 948 SE Mill Street, Roseburg, OR. Project will include upgrades to HVAC equipment, improved light fixtures, installation of a fire sprinkler and alarm system. Existing restrooms will be reconfigured to provide three individual shower rooms and a single-occupant restroom.

Owner's primary objective for implementing the CM/GC process is to add the general contractor as lead of the construction team during the design team and to create a collaborate working relationship between the owner team, design team, and CM/GC.

The following project components are intended to be an outline of the work to be performed; however, the list is not an all inclusive list.

- 1 **PROJECT COMPONENTS:** In general, the Roseburg Navigation Center Project may include the following components:
 - 1.1 Installation of a new fire sprinkler and alarm system.
 - 1.2 Upgrades to existing HVAC System.
 - 1.3 Electrical improvements and lighting upgrades.
 - 1.4 Structural improvements as required to existing building.
 - 1.5 Interior demolition and renovation as required including new floor coverings.
 - 1.6 Remodel of existing restrooms to provide three private restroom and shower rooms and one single occupant restroom.

SECTION III: OVERVIEW OF SERVICES NEEDED:

- 1 **CM/GC FUNCTION:** The CM/GC will advise the Owner and the Design Team in the completion of design process and will coordinate and manage the construction process as a member of the Project Team with the Owner and Design Team. The CM/GC shall be skilled in developing schedules, preparing construction cost estimates at the schematic design, design development and construction stages, performing value engineering, analyzing alternative designs, costs and constructability issues, studying labor conditions, understanding construction methods and techniques, and coordinating and communicating these activities through the design and construction phases to all members of the Project Team. In addition, the CM/GC shall be familiar with the local labor and subcontracting market.

The CM/GC shall serve as the general contractor for the Project.

For clarification, the CM/GC will act as the Owner representative for purposes of

executing sub-contractors, but the Owner does reserve the right to deny award of any sub-contract.

- 2 **PRE-CONSTRUCTION PHASE:** During the Pre-construction Phase, the CM/GC shall work with the Design Team to analyze the design and recommend modifications for improving the constructability of the facility, prepare cost estimates based on documents provided by the design team, develop a subcontractor and supplier procurement plan, and providing the Owner with the highest quality facility within the specified time frames and budget.
- 3 **CONSTRUCTION PHASE:** During the Construction Phase, the CM/GC shall manage the construction, provide and pay for all materials, tools, equipment, labor, professional and non-professional services, and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the work defined in the sample contract attached to this RFP, as well as those services defined in "CM/GC Scope of Services" of this RFP and other services as may be contractually agreed upon between the CM/GC and the Owner. All other work will be competitively bid and awarded by the CM/GC.

The City of Roseburg will serve as the contracting agency for the project. The Roseburg City Council has approved this procurement process.

SECTION IV: CM/GC SCOPE OF WORK

The CM/GC shall provide the services described in the sample contract document, CM/GC Sample Agreement between Owner and Construction Manager as Constructor where basis for payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as well as the following:

1 INTEGRATED APPROACH:

- 1.1 An integrated project team approach shall be required. This includes:
 - Participating in design meetings led by Wilson Architecture to help establish project budgeting and best value considerations.

2 PRECONSTRUCTION SERVICES:

- 2.1 Upon authorization to proceed, provide preliminary evaluation of the budget, program and other documents prepared by Wilson Architecture and their consultants.
- 2.2 During the course of the design, consult with the Owner and the Design Team regarding design and construction planning for rehabilitation work, selection of materials and systems, construction feasibility, materials and labor availability, time requirements, costs, Alternative designs and materials, budgets and economics. Attend meetings with the Owner and Design Team to be held at project site, 948 SE Mill Street, Roseburg, OR.
- 2.3 Prepare scheduling, cost estimates, value-engineering recommendations, review

Design Team's documents for constructability, and provide different options for sequencing of the work. At least two cost estimates are expected. The first cost estimate will be provided based on the Design Development documents and will be prepared simultaneously for each building. Another cost estimate will be provided at approximately 75% complete of the Construction Documents phase.

- 2.4 Provide estimating and cost control services. Provide recommendations to the Owner for keeping costs within the project budget. Prepare estimates and estimate reconciliations at major design milestones. Develop a project budget and reporting system and provide monthly cost status reporting, including cash flow projections.
- 2.5 Review and provide advice on the Design Team's documents for completeness, adequate detailing, compliance with program and adherence to codes or applicable Owner requirements.
- 2.6 Implement a cost-loaded scheduling system for use during the preconstruction and construction phases.
- 2.7 Implement all long-lead procurement items and recommend and implement an early purchase phase project approach if warranted.
- 2.8 The project will be built under the jurisdiction of the Douglas County, Building Department Division. The City of Roseburg's Fire Marshal's office, the City of Roseburg Community Development and Public Works departments. The CM/GC will submit for and obtain all required permits and retain copies for the Owner's permanent files. All plan check and building permit fees and any required System Development Charges will be paid by the Owner. All other permit fees will be applied for and paid for by the CM/GC.
- 2.9 Perform labor, vendor and supplies analysis. Develop bid packaging strategy that encourages maximum participation by Minority and Women Owned Emerging Small Businesses Enterprises; local contractors, subcontractors, vendors and labor resources as well as diversity of workforce. Implement bid process that conforms to the Owner's requirements.
- 2.10 It is anticipated that the work of the Project shall be divided into bid packages consisting of separate trade contracts, with the CM/GC acting as the general contractor to these separate subcontractors. Recommend bid package strategy to the Design team. Perform subcontractor, supplier and labor analysis. Develop interest in the project and provide lists of possible subcontractors and suppliers. Encourage maximum participation by local contractors, suppliers, vendors, and labor resources. Develop a bidder prequalification process.
- 2.11 Publicly advertise and competitively bid all the work of the Project to the subcontractors, as stated in the Special Provisions of this RFP and per public bidding requirements. The subcontracts will be between the CM/GC and the subcontractors. The schedule for the Project will be guaranteed by the contract between the Owner and the CM/GC. The contract and/or subcontracts will contain liquidated damages provisions, in the event of late completion.

- 2.12 Distribute bid documents and addenda prepared by the Design Team. Include subcontract and bidding conditions particular to the CM/GC's operations and in keeping with public contracting requirements. Facilitate bidder questions and responses. Conduct Pre-Bid Conferences and site visits.
- 2.13 Prepare final construction estimates for each bid package before it goes to bid. Review and report on all bids comparing these to final estimates.
- 2.14 Receive and publically open all bids and conduct bid analysis. Award contracts. Conduct Pre-Construction Conferences. These bid packages shall be bid and awarded in conformance with State of Oregon Public Contracting Code and Model Public Contracting Rules.
- 2.15 Provide a recommended bidding and construction implementation schedule for the project. The design work will progress through the Design Development (DD) phase for both buildings simultaneously. The DD cost estimate prepared by the CMGC will include a recommended bidding and implementation schedule. This may include bidding both stations at the same time, or staggering, and/or building both stations at the same time, or staggering. The owner will review the recommended implementation schedule and either accept, or identify changes to make. The Owner's primary goals for the project are to maximize improvements to each station with the available funding, and to provide a high level of emergency service during construction. At this time, it is assumed that concurrent construction at both stations will sacrifice emergency services.

3 CONSTRUCTION PHASE SERVICES

The CM/GC shall manage the construction, specially including, but not limited to the following:

- 3.1 Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project.
- 3.2 Establish procedures for submittals, requests for information, payment requests, change orders and other procedures. Maintain logs, files and other documentation.
- 3.3 Maintain and update the Master Schedule
- 3.4 Conduct regular site progress meetings with the Owner and Design Team representatives, at least monthly. Promptly produce and distribute minutes of all such meetings.
- 3.5 Coordinate the work of subcontractors and vendors. Provide regular and on-going quality inspection, ensuring that the work complies with the contract documents and all applicable codes and regulations.
- 3.6 Establish a change order processing system. The Owner expects a Guaranteed Maximum Price to include any contingency for the CM/GC's use to cover cost considered reimbursable as cost of the work under the CM/GC contract, and no change orders for that work would be necessary. Any change orders may include such things as changes in scope of work, systems, kinds and quality of

materials, finishes or equipment at the request or upon approval of the Owner. No other changes orders will be issued.

- 3.7 Establish and implement a cost reporting system that tracks and reports status of Subcontractor, vendor and supplier payments, change orders, contingency and overall project budget status.
- 3.8 Report progress of the work and recommend such action as may be necessary to keep the project on schedule and within budget. Review all subcontractor requests for time extensions and make recommendations to the Owner.
- 3.9 Establish a subcontractor payment process. Inspect the work to verify the status of work performed and materials stored, and certify all subcontractor payment requests. Use cost-loaded CPM schedule for calculating subcontractor payments. Verify compliance with prevailing wage rate requirements.
- 3.10 Provide comprehensive Monthly Payment reports, including cost status, quality control reports, RFI, submittal and potential change order status and status of outstanding issues.
- 3.11 Establish and maintain Quality Control (QC) program.
- 3.12 Establish tracking of and participation of local subcontractors, vendors, suppliers and local labor force. Provide monthly summary report in a format agreeable to the Owner.
- 3.13 Establish and implement Drug Testing and Safety Plans in accordance with State Law 279C.505(2).
- 3.14 Provide training to the Owner's operational and maintenance staff. Prepare Operations and Maintenance Manuals and As-Built Documentation on marked up copies of the contract documents including drawings and specifications, as defined in the contract documents.
- 3.15 Upon completion of the project, provide the Owner with a Final Report and Final GMP Reconciliation.
- 3.16 Prior to the end of 30 days after a certificate of occupancy is provided to the Owner conduct a review meeting with the Owner and Design Team to review whether it was actually in the best interest of the Owner to use the Alternate Contracting Method (CM/GC) for the project.
- 3.17 Prior to completion of the one year warranty period conduct a review of the project with the Owner and the Design Team to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.

4 COORDINATION OF CONTRACTS

The above is considered as a general overview of the scope of services expected from the CM/GC, but is not intended to relieve the CM/GC of professional responsibility to perform services in all areas necessary for the Owner to have fully operational Navigation Center,

meeting or exceeding its current condition, on schedule and within budget, at the end of the contract term.

SECTION V: PROJECT SCHEDULE:

Preliminary Roseburg Navigation Project Schedule:

RFP Proposals and Selection:	July 2022
Design Finalization and GMP Determination:	August 2022
Construction:	Fall of 2022

SECTION VI: SPECIAL REQUIREMENTS

Any firm proposing should note the following special requirements concerning the management of the Project:

- 1 GMP DETERMINATION:** It is the intent of the Owner to enter into a contract with the selected CM/GC where the basis of payment is Cost of the Work Plus a Fee with a Guaranteed Maximum Price (GMP) for the entire scope of the work. Prior to the award of the construction contract, the CM/GC shall provide the Owner with a GMP, which will include estimated construction costs, CM/GC fees, and contingency costs. A full description of items that make up the GMP, including all details, will be required, consistent with the provisions of the contract. If the Owner determines that the project is to be completed in phases, it will notify the Contractor if it wishes the GMP to be set for each discrete phase.

The final construction cost shall be the GMP less any contingency costs that were **NOT** used. The CM/GC will also provide the Owner with a Public Works Bond, Performance and Payment bonds for the amount of the initial pre-construction services, as well as insurance certificate (s) upon execution of the CM/GC contract. As the project progresses, the Performance and Payment bonds will be adjusted to reflect the full value of the contract. Any amount that exceeds the GMP determination will not be paid by the owner, unless the increase is a request of material change or scope of work change as agreed upon in writing.

Once GMP is established any cost savings the CM/GC realizes in performing the work will accrue to the owner.

- 2 CONTRACTOR PROVIDED OPPORTUNITIES:** The selected CM/GC will be required to develop a plan demonstrating good faith efforts to provide opportunities for local sub-contractors, Minority and Women Owned Businesses and Emerging Small Enterprise. The plan shall also include the CM/GC's approach encouraging a diverse work force. Local contractors are defined as contractors, subcontractors, vendors, and material supplies residing and doing business within Douglas County, OR for at least the last 12 months. The CM/GC will be expected to provide a monthly status report.
- 3 SUB-CONTRACTOR PROCESS:** The process used to award construction contracts by the CM/GC will be monitored by the Owner and the CM/GC will issue status reports on a monthly basis. The CM/GC will be required to follow these procedures:

- 3.1 The CM/GC must publicly advertise for all sub bid packages at least ten (10) days in advance of the bid closing date in publications of record.
- 3.2 The GM/GC must publicly solicit, receive and open bids, and award contracts. The bid opening will be attended by the Owner personnel and so must be held within five (5) mile radius of the project site.
- 3.3 All bids will be required to be written and submitted to a specific location at a specific time.
- 3.4 The CM/GC must make good faith effort to obtain at least three (3) bids for all sub bid packages.
- 3.5 The CM/GC must adhere to all public bidding requirements. The CM/GC's sub-contracting records are considered public records, unless exempt. The CM/GC must award the work of each sub bid package to the lowest responsible bidder.
- 3.6 If the CM/GC cannot obtain three (3) acceptable bids, the CM/GC will be required to provide written explanation to the Owner and a recommendation for how the CM/GC desires to proceed with awarding the work. The CM/GC will be required to obtain written approval from the Owner to proceed with award of a contract under these circumstances.
- 3.7 If the CM/GC elects to perform any of the construction of the identified sub bid packages with its own forces, the work must still be competitively bid as described above and the CM/GC must submit the lowest price in order to be awarded a contract for this work. For these sub bid packages, where the CM/GC wishes to submit a competitive bid, bids will be delivered directly to the Owner's project manager, and the Owner will administer and open these bids.
- 3.8 The CM/GC will resolve any and all sub-contractor protests.
- 3.9 While the Owner has a strong desire to encourage opportunities for local contractors, suppliers, and labor resources, all work must be awarded under the competitive bidding requirements described above.

SECTION VII: LEGAL INFORMATION

- 1 **CONTRACT FORMAT:** The Owner will negotiate with the CM/GC using a standard contract. The contract terms which may be negotiated include the details of contract performance, methods of construction, timing assignments of risk, fee and costs, and other matters that affect cost or quality
- 2 **COMPLIANCE WITH LAW:** All CM/GC firms must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All firms shall be required to comply with ORS 656.017 regarding Worker's Compensation, and Pay Equity Compliance Certification as defined in OAR 279A.167. Firms are required to be registered with the State of Oregon Construction Contractors Board or the proposal will not be received or considered. The project requires that a contractor or subcontractor to be licensed under ORS 468A.720 for asbestos abatement. No proposal will be received or considered by the Owner unless the proposal contains a statement as to whether the firm is

a resident Proposer as defined in ORS 279A.120.

- 3 **PREVAILING WAGE RATES:** Prevailing wage rates for public works contracts in Oregon are required for this Project. No proposal will be received or considered by the Owner unless the proposal contains a statement that the firm will comply with the provisions of ORS 279C.800 – 279C.870 or 40U.S.C. 276a.
- 4 **OWNERSHIP OF DOCUMENTS:** All documents, reports, proposal submittals, working papers or other material submitted to the Owner from the CM/GC firm shall become the sole and exclusive property of the Owner, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the CM/GC firm. The CM/GC firm shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the Owner as a result of this solicitation.
- 5 **PUBLIC RECORDS:** Notwithstanding any requirements to make Proposals open to public inspection, the Owner may withhold information exempt or conditionally exempt from disclosure under Oregon Public Records law on the following conditions: 1) If the proposer reasonably believes there are any grounds for exempting information for disclosure under such law, they shall mark the information accordingly; 2) Many exemptions are conditioned upon official or judicial determinations. It shall be the Proposer's obligation to establish that the information is exempt from disclosure; 3) The proposer shall defend, indemnify, and hold the Owner harmless from any claim or administrative appeal, including costs, expenses and any attorneys fees, related to a request to disclose information which Proposer has labeled as confidential. The Owner will not keep confidential information about cost, price, and delivery, which may be open to public inspection. Generally any resulting contract is a public record. The Owner shall be entitled to use information which the Proposer has labeled as confidential, in whole or in part, for proposal evaluation and may make copies for this purpose. Any restrictions related to the information marked confidential do not apply, if the Owner has the right to or has obtained the information from another source.
- 6 **NO GUARANTEE OF CONTRACT:** This request for CM/GC does not commit the Owner to award a contract and to pay any cost incurred by companies responding to the proposal. Any and all costs incurred by a prospective CM/GC firm associated with the submission of a Proposal, interview, contract negotiation, and related expenses are solely the responsibility of that firm.
- 7 **MECHANICS LIENS OR STOP NOTICES:** The resultant contract shall at all times indemnify and hold the Owner harmless from all claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration or installation of structures, improvements, equipment or facilities, and from the cost of defending against such claims, including attorney's fees and costs.

SECTION VIII: PROTEST PROCESS

- 1 **PROTEST OR PROCESS AND SOLICITATION:** For public improvement contracts, a prospective Proposer may protest specifications or contract terms and conditions pursuant to OAR 137-049-0260(3), (4) and (5). Unless otherwise specified in the invitation to propose, the protest shall be filed with the RFP Contact no later than 10 days before the proposal opening.

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 Contract terms and conditions, including any specifications.

1.2 **A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS:**

- "Contract Provision Protest"; and
- RFP Document number (or other information as specified in the RFP document).

1.3 **OWNER RESPONSE:** The Owner is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The Owner shall provide notice to the applicable Person if it entirely rejects a project. If the Owner agrees with the Proposer's request or protest, in whole or in part, the Owner shall either issue an Addendum reflecting its determination under OAR 137-049-0260 or cancel the solicitation under OAR 137-049-270.

1.4 **EXTENSION OF CLOSING:** If the Owner receives a Written request for change or protest from a Proposer in accordance with this rule, the Owner may extend the RFP due date if the Owner determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the RFP Document.

2 PROTEST OF INTENT TO AWARD: Anyone responding to the Request for Proposal who is not recommended for award by the evaluation committee may protest the recommendation, which is also the Intent to Award, to the Roseburg City Council, in accordance with 137-049-450(4)(5)(6)(7).

2.1 **FORMAT:** Any protest must be made in writing, be received before the contract is awarded by the Owner, clearly state the grounds for the protest, and indicate what condition(s) resulted in the proposal not being recommended for award. Any protest which does not comply with the applicable procedures may be rejected.

2.2 **TIMING:** Any protest must be received by the Owner no later than seven (7) calendar days after notice of the Owner's decision was mailed. Upon receipt of the protest, the Owner shall notify the proposer recommended for award of the protest and the evaluation committee. The Proposer and the evaluation committee shall have three (3) calendar days from the date the protest was filed to respond to the protest in writing, if they so desire.

2.3 **OWNER RESPONSE:** When a protest is filed, the Owner shall prepare written analysis of the protest, and make a recommendation to the Roseburg City Council as to appropriate action to be taken.

2.4 **THE GROUNDS FOR PROTEST ARE:**

- The evaluation committee has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the

solicitation materials.

- Different criteria were used to evaluate different proposals.
- The evaluation committee unfairly applied the evaluation criteria to a proposal.
- A member or members of the evaluation committee had a relationship with a proposer that represented a conflict of interest.
- The criteria used to evaluate the proposals did not pertain to the services or products requested.
- A member or members of the evaluation committee demonstrated bias toward a proposal or proposer.
- The Owner abused its direction in rejecting the protester's proposal as nonresponsive.
- The evaluation of the proposals is otherwise in violation of any provisions of provisions of ORS 279C.
- All higher ranked proposals are nonresponsive.

2.5 **REVIEW OF PROTEST CRITERIA AND DECISION:** The Owner shall present the issues orally or in writing at a public meeting. The appellant shall then have ten (10) minutes to specifically address the protest criteria, and the evaluations committee's recommendation and the recommended proposer(s) shall have a total of ten (10) minutes to respond, divided between them as they wish.

If a protest is timely filed, the Roseburg City Council shall consider the evaluation committees recommendation and the allegations of the protest before rendering a final decision and shall state the conclusions reached and reasons, either in writing or on record in a public meeting of the Roseburg City Council. Any decision to overturn the recommendation shall be based on a finding that one of the criteria above occurred to the substantial prejudice of the appellant.

SECTION IX: RFP PROCESS

- 1 **RFP POSTED:** Public notice of the RFP will be published in appropriate publications.
- 2 **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at 2:00 PM, Tuesday, July 12, 2022 at 948 SE Mill Street, Roseburg, OR 97470. Following the conference, a voluntary tour of the sites and existing facilities will be held for those parties interested in attending. A representative from each CM/GC firm is requested to attend. The Pre-Proposal Conference will be the opportunity to discuss the project with the Owner and the Design Team. A written addendum will be issued to formalize any Owner responses to oral questions raised by the firms at this Conference.
- 3 **WRITTEN QUESTIONS AND ADDENDA**
 - 3.1 Questions regarding the information contained in the RFP must be submitted to the RFP Contact no later than 5:00 PM PST, Monday, July 18, 2022. All questions must be **RECEIVED** by the specified date and time. No oral questions will be accepted other than at the Pre-proposal Conference. E-mail questions to the addresses below.
 - For technical questions / clarifications:

Curt Wilson, Wilson Architecture
curt@wilson-architecture.com

- For Questions regarding the RFP process:
Amy Sowa, City Recorder
asowa@cityofroseburg.org

3.2 All questions received by the parties listed above that require clarification or modifications to the terms and conditions of the RFP will be answered by addenda to this RFP. Addenda will be emailed to those on the Interested Parties List. Anonymity of the source of the specific questions will be maintained in the written response.

- 4 **ADDENDA:** If in the Owner's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFP. Any oral instructions or information concerning the specifications or other information given out by the Owner or Design Team to prospective firms shall not bind the Owner. All addenda shall be issued by the RFP Contact.
- 5 **PROTEST OF SOLICITATION PROCESS:** Protest of the specifications or contract terms and conditions pertaining to the RFP must be submitted in writing to the RFP Contact no less than ten (10) days before the proposal opening. All responses will be made in the form of addendum and sent to all firms on the Interested Parties List. (See Section VIII: Protest Process subsection 1)
- 6 **RFP PROPOSAL DUE AND OPENED:** Interested CM/GC firms' proposals must be received no later than 2:00 PM on Thursday, July 21, 2022. Submittals shall be mailed or delivered to:

City of Roseburg City Recorder
900 SE Douglas
Roseburg, OR 97470

Proposals may also be submitted electronically via email to bids@cityofroseburg.org no later than 2:00PM on Thursday, July 21, 2022. RFP's will be opened in Roseburg City Hall by the RFP Contact. Since this process involves an RFP and not a straight Bid, the names of participants submitting proposals may be announced, but their cost proposals will not. Information is available and all proposals may be reviewed at the City of Roseburg, 900 SE Douglas Ave, Roseburg, OR 97470 by appointment only, once the Intent of Award is announced.

- 7 **LATE SUBMISSIONS:** A proposal shall be considered late if received at any time after the time listed above in Item 6. Proposals received after the specified date and time will be rejected and returned unopened.
- 8 **INITIAL EVALUATION:** Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee of at least three (3) members.
- 9 **SHORTLIST:** The evaluation committee will screen and rank the proposals based on the

criteria described in this Request for Proposal. Based upon the ranking, one or more proposers may be selected for an interview. A Proposer not included in the shortlist may protest. For information regarding the Protest process see Section VIII: of this RFP.

- 10 **REFERENCES:** References for the finalists will be checked by members of the Committee. Response information will be provided to all members of the Committee.
- 11 **INTERVIEWS:** Interviews are optional. Should interviews be held, the shortlisted firms will all be asked the same questions in regards to:
 - Project understanding
 - Project approach
 - Project innovation
 - Project communication philosophy
 - GMP protection philosophy
 - Understanding of the CMGC delivery methods

Location of interviews to be the Salmon Room located in the City of Roseburg Public Safety Center, 700 SE Douglas Ave, Roseburg, OR 97470. **Dates available for interviews with the top finalists will be approximately August 1-5, 2022. All CM/GC firms should ensure these dates are kept available for potential scheduling.**

- 12 **INTERVIEW QUESTION SCORING:** Interview questions will be scored based on the following criteria:

90-100% - The candidate demonstrates a complete understanding of the question subject matter and significantly exceeds response expectations.

70-89% - The candidate demonstrates a strong understanding of the question subject matter and meets or exceeds response expectations.

40-69% - The candidate demonstrates a general understanding of the question subject matter, but answers may contain some weaknesses and deficiencies.

20-39% - The candidate demonstrates a vague understanding of the question subject matter and communicates a below average response.

0-19% - The candidate demonstrates an insufficient understanding of the question subject matter.

- 13 **FINAL EVALUATION:** The results of the proposal evaluations, interviews and reference checks shall be used to determine a final ranking for the finalists.
- 14 **SELECTION:** The evaluation committee will provide a recommendation to the Roseburg City Council for their consideration and approval. This is currently scheduled for August 22, 2022, but subject to change. For information regarding the Protest of Intent of Award, refer to Section VIII [2] of this RFP.

- 15 NON-SELECTED PROPOSERS:** If proposers that are not-selected wish to follow up with the owner, they may request a meeting within 10 days of announcement of Notice of Intent to Award.
- 16 CONTRACT NEGOTIATIONS:** Upon Roseburg City Council approval of the Evaluation Committee's recommendation, the Owner will proceed to negotiate a contract with the approved CM/GC firm. If negotiations are not successful, the Owner may break off negotiations and begin negotiations with the number two ranked CM/GC firm, and so forth until a contract is negotiated. The Roseburg City Council must approve and make final award of Contract.
- 17 CONTRACT BASED ON GMP AGREEMENT:** It is the intention of the Owner to enter into a contract with the selected CM/GC which will include a Fixed Fee for the Pre-Construction activities up through submittal of a GMP and a fixed fee for remaining CM/GC services as part of the total GMP. If the Owner is unable to successfully agree upon a GMP for the project with the selected CM/GC, the Owner reserves the right to terminate the Contract and commence negotiations with the next ranked finalist. Upon termination of the Contract the Owner will accept assignment of long-lead subcontracts previously agreed to and awarded. The Owner reserves the right to reject any and all proposals.
- 18 CONTRACTOR WITHDRAWAL FROM PROCESS:** Once submitted, any firm proposing may withdraw the proposal at any time prior to the day of opening. However, all proposals shall be irrevocable for a period of sixty (60) days from the day of the opening.

SECTION X: RFP SCHEDULE:

The milestones for the selection process are defined below. The dates are approximate and subject to change.

ACTIVITY	DATE
1. Request for Proposals announcement	June 28, 2022
2. Pre-Proposal Conference	July, 12, 2022 at 2:00pm
3. Last Day to Submit Questions for Clarification	July 18, 2022
4. Last Day to Submit Proposals	July 21, 2022
5. Evaluation Committee Meets	July 25, 2022
6. Evaluation Committee Interviews (If Deemed Necessary)	August 1-5, 2022
7. Notice of Intent to Award	August 8, 2022
8. Award of Contract	August 23, 2022
9. Begin CM/GC Design-Construction	TBD

SECTION XI: EVALUATION CRITERIA

A review committee comprised of Owner's staff, other stakeholders, and possibly consultants will evaluate the responses. The committee will consider the merit of information presented in

the responses and is not obligated to conduct further investigation. The review committee may seek information from a proposer to clarify the proposal. A proposer shall submit written and signed clarifications and such clarifications shall become part of the proposal. Proposers are cautioned to make their responses clear, and complete.

Each proposal will be evaluated as noted below. The importance of each item is expressed as points to be awarded for each category. The decision of the committee will be final.

<u>Evaluation Criteria</u>	<u>Maximum Possible Points</u>
Firm's Construction Background and Qualifications	10 points
Firm's Related Project and CM/GC Experience	20 points
Qualifications, Experience and Commitment of Staff	15 points
Proposed Approach	15 points
Local Knowledge	5 points
References	10 points
Fees and Compensation	25 points
Total	100 points

SECTION XII: SUBMISSION REQUIREMENTS

- 1 **RESPONSE FORMAT:** The responses shall be organized in the manner and shall be presented in the same sequence as indicated below. Any deviation from the format may result in the Evaluation Committee being unable to locate specific information which may result in a loss of points.

Proposals shall be limited to twenty-five (25) 8-1/2 x 11 pages total, including all exhibits and/or attachments. 11x17 sheets and fold-outs should not be used. All pages shall be numbered. The following pages are exempt from the 25 page limit: cover and back of submittals, a one page cover letter, a one page table of contents, resumes of key personnel, tab and blank divider pages, certified letter from bond and surety company, and the non-collusion and proposal forms.

The Proposals shall be tabulated in separate sections in response to the detailed proposal requirements. All material shall be in 8-1/2 x 11 format, bound vertically on the 11" side. No other material shall be submitted.

- 2 **DOCUMENTS REQUIRED:** Proposal Packages must include the following:
- Response documents and all requested additional related items such as resumes, schedules, bonding certificates etc.
 - Categories of General Conditions Work (Attachment A)
 - Statement of Prequalification (Attachment B)
 - Statement of Assurance (Attachment C)
 - Demonstrated Drug Testing Program (Attachment D)

- 3 **NUMBER OF RESPONSES REQUIRED:** Proposers shall submit ONE ORIGINAL AND THREE (3) COPIES of the total proposal and attachments.

SECTION XIII: CONTRACTOR'S RESPONSE DOCUMENT:

Proposals must reply to each of the following items. Responses must appear in the same order listed below. Concise and direct answers are encouraged.

1 **COVER LETTER:** A letter of introduction stating that the applicant wishes to be considered for the project. Include full name of firm or joint venture, RFP contact person, email address, mailing address, telephone and facsimile numbers. If joint venture, the relationship of the two parties shall be indicated in terms of percentage participation in the work and in the fee.

2 **FIRM'S CONSTRUCTION BACKGROUND AND QUALIFICATIONS:**

- a. Provide a brief description of your firm's history and its capabilities. Include annual volume figures for the past five years.
- b. Provide a general description of your firm's safety program. Describe your firm's process to assure the safety of the students and staff is protected when working on an occupied campus.

3 **FIRM'S RELATED PROJECT AND CM/GC EXPERIENCE:**

- a. Provide five projects of similar size, complexity, and budget. Information on these projects should include the following:
 - Owner and contact information.
 - Architect and contact information.
 - Location of the project and completion date.
 - Project Delivery Method type (Design-Bid-Build, Design-Build, CM/GC).
 - Final contract amount and total amount of change orders.
 - A brief description of the job, including number of staff from your firm assigned to the project and a general range of time commitment (represented in average hours per week) for pre-construction and construction phases.
 - If the company entered litigation or arbitration related to the project.
- b. Provide a listing of additional related projects, up to 10 more , in chronological order of your firm's experience with related projects public building construction. Information for these projects to be match the list above, except the brief description and litigation/arbitration information is not required.

3 **QUALIFICATIONS, EXPERIENCE, AND COMMITMENT OF STAFF:**

- a. List the key individuals who will make up the team for this work, identify their roles, and describe their relevant qualifications and experiences with the CM/GC process. At a minimum, identify the Project Manager and Construction Superintendent. This information is required in addition to any detailed resumes the proposer submits. The

contract will require that the CM/GC commit these individuals to the project for its duration.

- b. Identify the role and time commitment of the Construction Superintendent during Phase I – Pre-Construction services, and the role and time commitment of the Project Manager during Phase II – Construction services.

4 PROPOSED APPROACH:

- a. Describe how your firm will approach the construction management aspect of this project. How will you ensure that the needs of the Agency are adequately met? Describe your management information controls, forms, and/or procedures proposed for this project.
- b. Describe your firm's methodology and experience with Value Engineering including particularly successful experiences and/or unique services in this area. Identify the project for each experience described. Outline a plan for performing this service within the Project Team.
- c. Describe your firm's overall plan to complete the project within the schedule. At a minimum, discuss your firm's planning, scheduling, phasing, and project monitoring skills and processes. Include your firm's strategy for managing supply chain challenges.
- d. Describe your firm's job costing procedure and how you will keep the Owner apprised of project costs. Describe your firm's process for managing change orders and claims, including efforts to minimize both.

5 LOCAL KNOWLEDGE:

- a. Describe how your firm will manage the project to bring as much value as possible to the local work force and economy.

6 REFERENCES:

- a. Provide the name of an individual, company, and project they interacted with the firm. Include the name of the project, the project role of the individual, and a current phone number and email address. Provide at least 5 references, including a project owner, design professional, and subcontractor.

7 FEES AND COMPENSATION:

- a. Pre-Construction Services Fee. Provide a not-to-exceed price and a breakdown of hourly rates for personnel involved in Phase I services. Also supply a list of reimbursables that would be charged and a not-to-exceed price for these for Phase I. This information shall become the basis for the agreement of Phase I services.
 - Provide your firm's preconstruction fee as an hourly rate with a not-to-exceed maximum for this project. This work is to be paid at an hourly rate that includes all anticipated direct costs normally billed as reimbursables.

- Provide this information on the Proposal Form.
- b. Overhead and Profit Fee.** Provide the fee, as a percentage to be added to the bids from subs and suppliers, for which your firm would contract to perform this project. Refer to the sample contract for definition of items included within the fee.
- The owner reserves the right to negotiate the Overhead and Profit Fee with the selected consultant prior to executing the pre-construction services agreement.
 - Provide this information on the Proposal Form.
- c. General Conditions.** Describe your firm’s approach to establishing the general condition costs for a project, and potential items that maybe included in general conditions for a project of this size, type, and complexity. At a minimum, address these items:
- Management and supervision personnel assigned to the project on or off site.
 - All temporary facilities including but not limited to office and storage areas, barriers, temporary utilities, temporary access roads, etc.
 - All costs for safety program on or off site.
 - All clean up including but not limited to construction debris removal.
- d. If actual cost of the work is lower than the guaranteed maximum price (including all fees and payment for general conditions), what percentage of the savings do you propose to return to the owner?**

ATTACHMENT A
Categories of General Conditions Work

For CONSTRUCTION MANAGER/GENERAL CONTRACTOR for City of Roseburg
Roseburg Navigation Center

The undersigned offers and agrees to provide Construction Manager / General Contractors [CM/GC] Services to City of Roseburg, in accordance with Request for Proposals for CM/GC

City of Roseburg

Roseburg Navigation Center

Services for City of Roseburg's project titled "Roseburg Navigation Center" and issued on June 28, 2022.

ACKNOWLEDGMENT OF ADDENDUM: None___ 1.___ 2.___ 3.___

The undersigned further certifies that he/she has read, understands, and agrees to abide by all terms and conditions of this Request for Proposals if awarded the contract for these services. The City of Roseburg reserves the right to award contracts by project, and may make award to one or more qualified firms.

This RFP may only be modified by written addendum. Statements by the Agency's representatives or any other person or party at the pre-proposal meeting or otherwise are not binding on City of Roseburg unless confirmed by written addendum. If inquiries or comments by Proposers raise issues that in the opinion of City of Roseburg require clarification by the Agency, or if the Agency decides in its sole discretion to revise any part of this RFP, written addenda will be provided to all persons who receive the RFP.

The required form of contract and general conditions are attached as Attachments - and -. The term of the contract will be from the date executed through the end of the project specified within the contract. The City of Roseburg may amend the contract to include subsequent one-month periods if mutually agreed.

The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS Chapter 659 and 42 USC §2000e. Proposer further certifies that Proposer has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman, or emerging small business enterprise certified under ORS 200.055.

The contractor or a subcontractor under the Contract must be required to be licensed under ORS 468A.720 regarding asbestos abatement projects. The Proposer has read and understands the Affirmative Employment Practices provision to be included in all District contracts and is prepared to comply with said provisions if awarded the contract.

Additional Representations

- a. The undersigned certifies the proposal is offered by an independent contractor as defined in ORS 670.600.
- b. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal or in the proposed contract.
- c. The proposal, if submitted by a joint venture is in the name of the joint venture and all parties have examined this RFP including all requirements and contract terms and conditions thereof, and, if successful, the joint venture shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.
- d. By submitting a response, the proposer certifies that no relationship exists between the proposer and the City of Roseburg that interferes with fair competition or is a Conflict of

- Interest, and no relationship exists between the proposer and another person or firm that constitutes a Conflict of Interest.
- e. The Proposer has examined all parts of this RFP, including all requirements and contract terms and conditions thereof, and, if successful, the proposer shall execute a contract, which incorporates the stated requirements, proposal response and terms and conditions.
 - f. The Proposer fully understands and submits its proposal with specific knowledge that in the event the proposer's proposal is accepted and receives all necessary approvals, the proposal will be incorporated into a contract containing general terms and conditions as provided in the RFP.
 - g. The Proposer agrees to be bound by the provisions of ORS 279C.838 and 279C.840 (payment of prevailing wage). No offer will be received or considered by the City of Roseburg unless the proposer so agrees.
 - h. The Proposer is duly registered with the Construction Contractors Board, CCB #_____. No offer will be received or considered by the City of Roseburg unless the proposer is so registered.

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this proposal and application, and hereby authorizes the City of Roseburg to make any necessary examinations or inquiries in order to make a determination as to the qualifications and responsibility of the proposer. The undersigned has examined all parts of this RFP and understands that it is completely discretionary with the review committee whether to accept, reject, or negotiate its proposal submitted pursuant thereto.

Resident Bidder Status:

A resident bidder is defined in ORS 279A.120 as a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that they are a resident bidder.

The undersigned bidder hereby states their bidder status as follows:

RESIDENT BIDDER: YES ____ NO ____

Pre-Construction Services Fee: \$_____.

Pre-Construction Services Hourly Rate: \$_____.

Overhead and Profit Fee Markup: _____%

COMPANY NAME: _____ PHONE: _____

ADDRESS: _____
Street City State Zip

SSN/TID: _____ e-mail: _____

BY: _____ TITLE: _____
Print/type name

BY: _____ DATE: _____
Signature

Business Designation (check one): Individual___ Partnership___ Joint Venture___ Sole
Proprietorship___ Corporation___ Other ___

If a Joint Venture, attach verification that all parties to the joint venture accept the terms, and agree to perform services under this contract. The attached page must contain signatures of all parties to the joint venture.

**ATTACHMENT B
PREQUALIFICATION STATEMENT**

PROJECT TITLE: Roseburg Navigation Center
 Construction Manager / General Contractor

PROJECT LOCATION: Roseburg, OR

Proposers must meet certain minimum Prequalification Criteria in order to be eligible to submit proposals. In the interest of expediting the contract awards and reducing preparation expense to potential Proposers, the owner will allow Proposers to self-certify that they meet the following pass/fail Prequalification Criteria and are therefore eligible to propose on this procurement:

Bonding Capacity: The Proposer must be capable of providing, for the full term of the project and one year after completion, a 100% Performance Bond and 100% Payment Bond for a project valued up to 100% of the construction costs, estimated to be up to \$800,000 for this CM/GC Contract.

Do you meet these criteria (Yes or No)?

Specialized Experience: The Proposer must have completed at least two projects of similar or greater scope, which have been contracted in the Northwest United States (Alaska, Washington, Oregon, Idaho, Montana, Northern California) within the last five years.

Do you meet these criteria (Yes or No)?

Availability: The Proposer's anticipated work in terms of time and magnitude for the time period August 23, 2022 through February 28, 2023, must accommodate this project, including availability of key personnel for this project.

Do you meet these criteria (Yes or No)?

Licenses: The Proposing firm and its subcontractors must be licensed to do business in the State of Oregon. This means that the firms must have current Oregon Construction Contractors Board registration.

Do you meet these criteria (Yes or No)?

If not, how do you propose conforming to this requirement?

Signature of authorized person

Title of authorized person

END OF DOCUMENT

**ATTACHMENT C
STATEMENT OF ASSURANCES**

PROJECT TITLE: ROSEBURG NAVIGATION CENTER
Construction Manager / General Contractor

PROJECT LOCATION: Roseburg, OR

- 1) The undersigned attests that he/she has the authority and/or responsibility to represent the organization submitting this Proposal in all phases of the Request for Proposal (RFP) process and in this Statement of Assurances.
- 2) The Firm understands that this RFP is considered an integral part of the RFP process, and RFP terms shall be binding on the Firms. Failure of the successful Firm to accept these obligations in a Contract as authorized by the Statement of Assurances may result in cancellation of an award.
- 3) The proposer accepts all terms and conditions contained in this RFP and the RFP and Proposal Response, and any modifications will be made part of the contract documents. It is understood that all proposals become part of the public file on this matter, unless limited and specific information is identified and exempt under Oregon Public Records Law.
- 4) The undersigned understands that any false or substantially incorrect statement in the RFP or Statement of Assurances may disqualify this Proposal from further consideration or any further Contract.
- 5) Firm understands that in responding to the RFP, Firm agrees to comply with all applicable federal, state, and local laws, regulations and requirements related to the RFP and performance of any resulting Contract, including but not limited to those referenced in this RFP.
- 6) The undersigned acknowledges receipt of and agrees to be bound by addenda numbered _____ through _____, inclusive and any additional addenda issued until intent of Award has been posted.
- 7) The Firm certifies that the Contractor can meet the insurance requirements outlined in the proposed Contract (Insurance Coverage Required) and that the Firm understands that such coverage must be kept active during the entire term of the Contract, if selected. Contractor shall commence no work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- 8) Non-Collusion: The undersigned certifies that:
 - a) This bid has been arrived at independently and is being submitted without collusion with any other vendor of materials, supplies, equipment or services to limit independent bidding or competition, and
 - b) The contents of this bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the bid, and will not be communicated to such person prior to the official opening of the bid.
- 9) The Contractor is a resident Contractor _____ or nonresident Contractor _____ of the State of Oregon as defined in ORS 279A.120.
- 10) The Undersigned certifies that they are in compliance with requirements for construction contractors or landscape contractors and are registered and bonded with the State of Oregon Construction Contractors Board as follows:

(a) Registration NO. _____ Expiration Date: _____
- 11) The Undersigned agrees, if awarded a contract, that they will comply with the provisions of **ORS 279C.800 –**

279C.870 or **Davis-Bacon 40 U.S.C 3141 et seq** as applicable, pertaining to the payment of the prevailing wage rates. By signing below the Undersigned agrees that he/she affirmatively acknowledges the following:

- (a) Compliance with ORS 279C.838 and 40 USC 3141 et seq (if both state and federal Davis-Bacon applies. IF the state rate is higher, the contractor and every sub-contractor shall pay at least the state rate); or compliance with ORS 279C.840 (Davis-Bacon does not apply, and only the state prevailing rate of wage is to be paid); or compliance with 40 USC 3141 et seq (only Davis-Bacon rate of wage applies, or is the highest one for all of the job categories).
- 12) In the event the Proposer is awarded the contract and fails to complete the work within the time frame specified, including extensions granted, liquidated damages shall be paid to the Owner as outlined in the General Conditions attached in the Contract.
- 13) By signing this page Contractor hereby certifies that s/he has not discriminated against minority, women or emerging small business enterprises in obtaining any required sub-contracts, and Contractor hereby certifies that to the best of Contractor's knowledge, s/he is in compliance with all Oregon Tax laws described in ORS 305.380(4).

I, the undersigned, have read and thoroughly understand the requirements, special provisions, Proposal Instructions and all other Conditions of the RFP issued by the City of Roseburg for the Roseburg Navigation Center Project. I have read and understand the entire contract provisions included in the RFP and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this RFP.

Firm Name: _____

Address: _____

Phone: _____ **Fax:** _____

Authorized Representative's Signature: _____

Type or Print Name: _____

Representative's Title: _____

Date: _____

Federal Business I.D. No. _____

NOTARY:

Subscribed and sworn before me this _____ **day of** _____, **20**_____.

_____ **Notary Public for the State of** _____.

My commission expires _____.

END OF DOCUMENT

**ATTACHMENT D
DEMONSTRATED DRUG TESTING PROGRAM**

PROJECT TITLE: ROSEBURG NAVIGATION CENTER
 Construction Manager / General Contractor

PROJECT LOCATION: Roseburg, OR

ORS 279C.505 requires that all public contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposer is therefore required to certify that Proposer 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.

Proposer states that the Proposer:

CHECK ONE: () Does () Does not Comply with the following:

Proposer has a drug-testing program in place and in compliance with ORS 279C.505(2) which applies to all employees. Proposer shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract.

I, the undersigned, a duly authorized representative of the Proposer, hereby certify that the answers to the foregoing questions and all statements therein contained are true and correct.

Signature of the authorized Representative

Printed Name: _____

Firm: _____

Representative's Title or Position: _____

Telephone No: _____

END OF DOCUMENT