

REQUEST FOR PROPOSALS (RFP)

*Construction Manager/General Contractor
(CM/GC) for New Mechanical, Electrical &
Communications Systems - Grant Union
Jr./Sr. High School*

RFP No. 2024-04

Date Issued: April 10, 2024

Mandatory Onsite Pre-Bid Meeting: April 19, 2024

Proposal Due Date: May 1, 2024

Single Point of Contact

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Superintendent Grant School District 3

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Grant School District 3

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<https://grantsd3.schoolinsites.com/>

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1. INTRODUCTION

Grant School District 3 (the “District”) is seeking proposals from qualified Construction Manager/General Contractor (CM/GC) firms to provide construction management and general contractor services related to the installation of a new HVAC system at Grant Union Jr./Sr. High School (GUHS). The selected CM/GC will work closely with the District and its designated design team to ensure the timely and cost-effective completion of the Project with minimal disruption to school operations.

The District will pay for the improvements through a combination of funding sources, including the District’s ESSER III funds and cash reserves. The District may also elect to apply for additional state and federal grant funding specific to HVAC improvements. If the District is awarded these funds, the selected GM/GC must comply with the requirements of [2023 HB3031](#).

District is issuing this RFP in accordance with [ORS 279C.337](#).

2. PROJECT SCOPE

The project scope includes, but is not limited to:

- **Design consultation and collaboration with the District’s design team.**
- **Procurement of all necessary materials and equipment.**
- **Removal of the existing HVAC components in the gymnasium.**
- **Installation of four major system components (see [Attachment C](#)):**
 - **A new, energy-efficient HVAC system (Schedule C.5.1);**
 - **Upgrades to GUHS electrical system (Schedule C.5.2).**
 - **Structural improvements necessary to install the HVAC system (Schedule C.5.3).**
 - **Communications equipment upgrades (Schedule C.5.4).**
- **Coordination of all necessary permits, inspections, and approvals.**
- **Testing and commissioning of the new system(s).**
- **Provide all necessary warranties and guarantees.**
- **Project closeout and final documentation.**

3. SCHEDULE OF EVENTS

The schedule of events is as follows:

- **RFP Issued:** April 10, 2024
- **Mandatory Onsite Pre-Bid Meeting:** April 19, 2024 @ 11:00 a.m.
- **Deadline for Questions:** April 26, 2024 @ 4:00 p.m.
- **Proposal Due Date:** May 1, 2024 @ 4:00 p.m.
- **Optional Interviews:** May 6-7, 2024
- **Issuance of Notice of Intent to Award:** May 8, 2024
- **Award Protest Period Ends:** May 15, 2024
- **Board Approval:** May 15, 2024 (assuming no protests)

The preconstruction phase will begin immediately upon issuance of a Notice to Proceed following award. Contractor shall include a detailed schedule of recommended preconstruction and early procurement items in the scope of its Proposal.

4. CM/GC QUALIFICATIONS

The District seeks a CM/GC with the following qualifications:

- **Proven Experience:** Experience in successful competition of CM/GC services for similar HVAC projects in educational facilities within the past ten (10) years.
- **Licensing and Bonding:** Possess all necessary licenses and bonding required by the State of Oregon.
- **Financial Stability:** Demonstrate a record of financial stability and responsible project management.
- **Local Knowledge and Subcontractor Relationships:** Preference will be given to firms with local knowledge of the region and established relationships with qualified subcontractors.
- **Safety Record:** An excellent safety record and commitment to safe work practices.

The District reserves the right to disqualify proposals failing to meet minimum requirements. To be considered for evaluation, each Proposal must demonstrate how the Proposer meets all requirements of this section.

5. PROPOSAL SUBMISSION REQUIREMENTS

Interested CM/GC firms must submit the following information:

- **Cover Letter:** Include a brief introduction of your firm and its project approach. The letter should name all of the persons authorized to make representations for the Proposer and be signed by an authorized representative.
- **Company Profile:** Provide a detailed overview of your firm's experience, qualifications, and relevant project history; include Proposer's Construction Contractors Board License Number and most recent worker's compensation insurance experience modifier.
- **Project Team:** Identify key personnel, roles, and relevant experience for this Project. District is committed to providing opportunities for local contractors. Describe in detail how you would provide outreach to inform local contractors of bidding opportunities. 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 or negotiated or cost plus fixed fee projects. This information is required in addition to any detailed resumes the Proposer elects to submit.
- **Project Understanding:** Demonstrate your understanding of the project scope and potential challenges. Propose a reasonable and realistic preconstruction and early procurement schedule, as well as anticipated milestones for the construction of each project component. Describe how you will ensure your proposed project schedule will be met, and identify critical challenges specific to these projects. Discuss any opportunities you see for expediting the Work or challenges with the anticipated schedule that may result in project delays.
- **Proposed Fee Structure:** Provide a clear breakdown of your fee structure, including preconstruction and construction phase services.
- **Prior Experience & References:** Describe your relevant experience in planning, designing, and constructing similar HVAC improvements to educational facilities in Oregon. Provide a listing, in chronological order and in chart format, of recently completed projects that are similar in size and scope executed by the key individuals proposed for these projects. Information should include the following:
 - a. Name of Owner, contact person, and current phone number.

- b. The architect of record, contact person, and current phone number.
- c. Brief description and location of the Project and role in the Project.
- d. Completion date.
- e. Final contract amount.

Provide five (5) professional references from the listed projects, including the project name, the name of the design team members for whom this reference is relevant, a contact name, and phone number. At least two (2) of these references must be subcontractors. At least two (2) of these references must be owners. Every key project team member must be represented in at least two (2) of the provided references.

- **Project related claims going to litigation/arbitration.** List all Liens/Claims that have been placed on projects completed in the last five (5) years. Include the date the Lien/Claim notification was received and the date each was resolved. Provide background information related to why these occurred and how they were resolved, including who paid to clear the Lien/Claim. Describe the process your firm will apply to ensure that Lien/Claims will not occur on District projects.
- **Proposal Certification Form** ([Attachment A](#)) must be included with the Proposal.

Form of Submission. Proposer shall submit an original Proposal on white 8 1/2" by 11" paper with one-inch margins, bearing the Proposer's authorized representative's signature; six (6) paper copies; and one (1) electronic copy of the Proposal by USB drive, and must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). **Proposals shall not exceed ten (10) printed pages, excluding resumes and cover letter.** To demonstrate workflows or timelines legibly, proposers may use up to four larger sheets of paper, not to exceed 11" x 17". If such use is made, it must be for legibility purposes only and will be considered part of the page count.

In addition, if Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505), Proposer shall complete and submit the Affidavit of Trade Secret ([Attachment G](#)) and a version of its Proposal with redactions clearly shown and the redacted Proposal clearly identified.

Proposer shall submit its Proposal in a sealed package addressed as follows:

**Attn: Mark Witty, RFP-2024-04
Grant School District 3
401 N Canyon City Blvd
Canyon City, OR 97820**

Proposer Certification Form ([Attachment A](#)) shall be signed with ink as follows or the bid will be rejected.

- In the case of an individual Proposer, by the individual Proposer.
- In the case of a partnership, the name of the partnership must be listed, and the Proposal shall be signed in the name of the partnership by at least one general partner. In addition, the names of all general and limited partners must be listed.
- In the case of a corporation, the corporate name shall be subscribed by the president or other managing officer and, under the signature of such officer, the name of the office such individual holds or the capacity in which he or she acts for the corporation.

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements. The District is not responsible for any delays in mail or by common

carriers or by transmission errors or delays or mistaken delivery. A Proposal submitted by any means not authorized will be rejected.

The Proposal may be hand-delivered or submitted through the mail or via parcel carrier, and must be clearly labeled as provided in this Section 5 and submitted in a sealed envelope, package, or box.

Proposals will be accepted during the District's regular Monday-Friday business hours of 9:00 am to 5:00 pm Pacific Time, except during District holidays and other times when the District office is closed.

6. PROPOSAL ACCEPTANCE CRITERIA

Proposals will be publicly opened immediately following the Closing, and the names of all Proposers will be disclosed at that time. However, the proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award has been issued.

The District may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal in ink.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer makes any contact regarding this RFP with other District employees or officials other than the SPC or those the SPC authorizes.
- Proposer attempts to inappropriately influence a member of the Evaluation Committee.

7. REVIEW, EVALUATION & SOURCE SELECTION CRITERIA

Proposals will be reviewed for Responsiveness to all RFP requirements, including timely submission and compliance with Minimum Requirements and Proposal Content Requirements. If the Proposal is unclear, the SPC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the SPC finds the Proposal non-responsive, the Proposal may be rejected. However, the District may waive mistakes in accordance with [OAR 137-047-0470](#).

At any time prior to award, the District may reject a Proposer found to be not Responsible.

Proposals meeting Proposal Content Requirements will be evaluated by an Evaluation Committee using the District's criteria and priorities. The role of the Evaluation Committee shall include a complete review of all documents submitted. The Evaluation Committee will determine which Proposal or Proposals taken as a whole, and in the District's sole judgment, are in the District's best interest. Proposals should address the evaluation criteria listed in this Section 7.

The SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

The District will evaluate proposals based on the following criteria:

	EVALUATION CRITERIA	POINTS
1	Firm Background	10
2	Project Understanding	15
3	Project Approach	20
4	K-12 Experience on Major Educational Projects	15
5	Scheduling Approach	10
6	Key Individual Experience / Team Availability	15
7	History of Claims	5
8	Cost Proposal	10
	TOTAL	100

The Evaluation Committee may invite the recommended finalist or finalists for an interview based solely upon its evaluation of the proposals and the evaluation criteria. If the Committee elects to interview finalists, the final recommendation will be based on the majority opinion of the interview panel.

The Evaluation Committee, at its sole discretion, may forego the interview process.

After evaluation and, if necessary, interviews, the Evaluation Committee will recommend one finalist to the District’s Board of Directors for award consideration. The contract award will be entirely at the District’s discretion. The District reserves the right to waive minor irregularities in the selection process, reject any and all proposals, and cancel this solicitation.

8. AWARD & NEGOTIATION

If the District awards a contract, it shall award it to the highest-ranking Responsible Proposer based on the evaluation criteria described in Section 7. The District may award less than the full scope defined in this RFP. The District will notify all Proposers in writing of its intent to award a contract to the selected Proposer subject to successful negotiation of any negotiable provisions.

Prior to the execution of the Contract, the apparent successful Proposers shall secure and demonstrate to District proof of insurance coverage meeting the requirements identified in the RFP or as otherwise negotiated.

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form. District will not make any payment until a properly completed W-9 form is received.

After the selection of a successful Proposer, the District will negotiate the statement of Work, pricing, methods of payment, inclusive of additional services. If an agreement cannot be reached, the District may open negotiations with the next ranked Proposer. By submitting a Proposal, the Proposer agrees to comply with the requirements of the RFP, including terms and

conditions of the Sample Contract ([Attachment D](#)) and General Conditions ([Attachment E](#)). Proposer shall review the attached Sample Contract and note exceptions. Unless Proposer notes exceptions in its Proposal, the District intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract.

Pursuant to [OAR 137-049-0640\(3\)](#), at the District's discretion, terms that may be negotiated in the RFP consist of details of Contract performance, methods of construction, timing, assignment of risk in specified areas, Fee, and other matters that could affect the cost or quality of the Work, as well as the specific scope of preconstruction services, the GC Work, any Early Work and other construction Work to be performed by the CM/GC.

In any case, the District reserves the right to negotiate with the highest-ranked Proposer regarding the:

- A. Statement of Work; and
- B. Cost for Preconstruction Services, Bond, Liability Insurance, and Fee & Overhead.

9. PROTESTS

An affected Proposer shall have seven (7) calendar days from the date of the intent to award notice to file a written protest and specify the grounds for the protest as set forth in [ORS 279B.410\(1\)](#).

Proposers may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Work, and the terms and conditions of the proposed Contract/Price Agreement. This is a prospective Proposer's only opportunity to protest the provisions of the RFP, except for protests of Addenda or the terms and conditions of the proposed Contract/Price Agreement, as provided below.

Protests to Addenda: A Prospective Proposer may submit a written protest of anything contained in the respective Addendum. Protests of matters not added or modified by the respective Addendum will not be considered.

Protests must:

- Be delivered to the SPC via email or hard copy.
- Reference the RFP name.
- Identify prospective Proposer's name and contact information.
- Be sent by an authorized representative.
- State the reason for the protest, including: the grounds that demonstrate how the Procurement Process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and evidence or documentation that supports the grounds on which the protest is based.
- State the proposed changes to the RFP provisions or other relief sought.
- Protests to the RFP must be received by the due date and time identified in the Schedule of Events in Section 3.
- Protests to Addenda must be received by the due date identified in the respective Addendum.
- The District will respond in a timely manner to all protests submitted by the due date and time listed in the Schedule in Section 3. Protests that are not received in a timely manner or do not include the required information will not be considered.

10. CONTACT INFORMATION & QUESTIONS RELATED TO RFP

District's single point of contact (SPC) during this procurement process for questions concerning the procurement process, change, clarification, award process, and any other questions is:

Mark W. Witty, Superintendent
Grant School District 3
Work: 541-575-1280
Cell: 541-620-2109
markwitty@grantesd.org

Please direct all technical and project-related questions to Owner's Representative(s):

Nicholas Green, President
Catalyst Public Policy Advisors, LLC
Cell: (541) 620-2809
nick@catalyst.win

Aaron Lieuallen, Project Manager
AEWW Innovations
Cell: (541) 620-2360
aaronlieuallen@gmail.com

All inquiries, whether relating to the RFP process, administration, deadline, or method of award or to the intent or technical aspects of the RFP, must:

- Be delivered to the SPC via email, mailed, or hand-delivered in writing
- Reference the RFP name
- Identify Proposer's name and contact information
- Be sent by an authorized representative
- Refer to the specific area of the RFP being questioned (i.e., page, section, and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule of Events in Section 3.

Inquiries requiring clarification or modification from the District will be sent to all Proposers as an addendum to this RFP.

11. ADDITIONAL INFORMATION

The laws of the State of Oregon govern this RFP. The venue for any administrative or judicial action relating to this RFP, evaluation, and award is the Circuit Court of Grant County for the State of Oregon.

All Proposals submitted in response to this RFP become the property of the District. By submitting a Proposal in response to this RFP, Proposer grants the District a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505).

11.1 Late Proposals. Proposals, including supporting materials, will not be returned to the Proposer unless the Proposal is submitted late. Proposals received after the time and date set for proposal closing will be returned to the Proposer unopened.

11.2 Modifications of Proposal Before Award: Proposals, once submitted, may be modified in writing if the modification is received by the District's SPC before the time and date set for proposal closing. Any modifications shall be prepared on Proposer letterhead, signed by the party signing the Proposal or a confirmed authorized representative, and state that the new document supersedes the prior Proposal. This modification document must thereafter be accepted by the District in writing.

11.3 Mistakes, Errors or Omissions in Solicitation. Any mistakes, errors, or omissions in this solicitation must be reported immediately to the District.

Pursuant to [ORS 279C.395](#), the District may reject any or all Proposals in whole or in part or cancel this RFP at any time when the rejection or cancellation is in the District's best interest. The District is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

The Proposer shall pay all the costs associated with submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, the costs of samples and other supporting materials, the costs to participate in demonstrations, or the costs associated with protests.

All specifications, terms, and conditions contained in the Request for Proposal shall be incorporated by reference and made a part of a contract awarded to the successful bidder.

We look forward to receiving your Proposal.

12. ATTACHMENTS

Attachments referenced in this RFP are enclosed or hyperlinked for electronic access.

Attachment A. Proposer Certification

The undersigned certifies that he/she has read, understands, and agrees to abide by all terms and conditions of the Request for Proposal if awarded.

Acknowledgement of Addendum: None _____ 1. _____ 2. _____ 3. _____

Proposer further certifies as follows:

1. Proposal is FIRM for 60 days following the Closing.
2. All contents of the Proposal [including any other forms or documentation, if required under the RFP and this Proposal Certification Sheet], are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud or other dishonesty.
3. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age or disability or other non-job-related factors as per ORS chapter 659 and 42 U.S.C. 2000e.
4. The Proposer certifies that it has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
5. If awarded a contract, Proposer agrees to perform the scope of Work and meet the performance standards set forth in the final negotiated contract and statement of Work.
6. If awarded a contract, the Proposer agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40 U.S.C. 276a.
7. The Proposer certifies that all subcontractors performing construction work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the contract;

Company Name [DBA]: _____

Legal Name: _____

Type of Organization [Circle One]: Sole Proprietor / Partnership / Corporation

If Corporation, State of Incorporation: _____

If Partnership, attach a list of the general and limited partners.

Is the Proposer an Oregon Resident Bidder as provided in ORS 279A.120 [i.e., paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the Proposal, and has a business address in Oregon?:

YES _____ NO _____

BY: _____ TITLE: _____
Signature

BY: _____
Print / Type Name

RFP CONTACT PERSON:

Name: _____ Telephone: _____

Email: _____ Fax: _____

Attachment B. Cost Proposal Requirements

The total budget for the Project is approximately \$2,350,000 but may be adjusted based on CM/GC firm's Proposal and subsequent bids.

Cost proposals must address Criteria 1-5 below. Items 6-8 will be addressed post-Award.

1.0 Preconstruction Phase (July 2024 through December 2024). Provide a not-to-exceed price for preconstruction services. For purposes of this Proposal, assume preconstruction services will commence upon receipt of Notice to Proceed and conclude May 31, 2025. Depending upon the adopted schedule, any preconstruction fees after this date will be on a time and material basis based on the Proposer's hourly rates. Include the list of personnel participating in preconstruction, their hourly rates, and a list of reimbursable expenses included in the not-to-exceed price.

- 1.1 Staff at four (4) preconstruction meetings at GUHS
- 1.2 Staff at four (4) site investigations at GUHS
- 1.3 Staff time and material to prepare one (1) cost estimate (preliminary GMP)
- 1.4 Staff time and material to prepare four (4) project implementation schedules
- 1.5 Staff time and materials for the Bid/Award Phase
- 1.6 Staff time and materials to prepare Letters of Authorization
- 1.7 Total Cost for 1.0

2.0 Percentage for Profit added to the cost of Work (Included in Cost Proposal). State the Fee as a percentage of the direct construction costs. No other markup will be allowed. The CM/GC will be required to provide accounting documentation to substantiate that all cost inputs to the Project will be at the CM/GC's bare cost. The CM/GC will not be allowed to include "corporate rates" for labor, bonding, or insurance programs. Tool and equipment charges will be required to be comparable to market rental rates. After Contract Award and before the GMP is established, the maximum not-to-exceed amount for General Conditions will be established and set forth in a contract amendment.

3.0 Percentage for Overhead added to the cost of Work (Included in Cost Proposal)

4.0 Percentage for Insurance added to the cost of Work (Included in Cost Proposal). Provide the cost of General Liability Insurance as a percentage of the direct construction costs plus the Fee.

5.0 Percentage for Performance and Payment Bond added to the cost of Work (Included in Cost Proposal). Provide the cost of the 100% Payment and Performance Bond as a percent of the direct construction costs plus fee. Provide a letter from your bonding company confirming their ability to provide 100% Payment and Performance bond for the Project.

6.0 Construction Phase

- 6.1 Cost to be negotiated after CM/GC selection

7.0 Hourly rates for additional services requested by Grant School District 3

7.1 Cost to be negotiated after CM/GC selection

8.0 Cost for Compliance with Attachment C - Section 7 (Additional Requirements)

8.1 Cost to be negotiated after CM/GC selection only if HVAC-specific grant funds are awarded and used for the Project.

Attachment C. CM/GC Scope of Work

HVAC Mechanical, Electrical, Structural, and Communications Improvements at Grant Union Jr./Sr. High School Construction Manager/General Contractor (CM/GC)

1. Grant School District 3 is seeking Construction Manager/General Contractor (CM/GC) firm to coordinate and manage the construction process as a member of a team with the Owner, the Architect, Mechanical Engineer, and Electrical Engineer (collectively, the “Design Team”), Owner’s Representative(s), and other project consultants. The CM/GC firm must be skilled in developing schedules, preparing construction estimates, performing value engineering, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, monitoring and documenting costs, and coordinating and communicating the activities of the team through the design and construction phases to all team members. In addition, the CM/GC firm must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives. Finally, the CM/GC firm must have experience constructing educational facilities.
2. The CM/GC firm will be required to use the project control documents developed by the District Owner’s Representative and to complete bid awards within thirty (30) days of the bid date unless written approval is obtained from the Owner. If advantageous to the Project, bidding may be structured into multiple bid packages, which will be developed with the CM/GC firm, Design Team, and the Owner’s Representatives.
3. The CM/GC firm will provide, along with cost estimating, a written constructability review of project documents during the preconstruction phase. These may include construction review of construction assemblies, materials, lead time, architectural details, schedule impacts, sequencing, and site limitations and will be completed as described in [Attachment B](#).
4. The CM/GC may be requested to provide additional services/scopes of Work identified by the District prior to the start of the construction period.
5. **IMPROVEMENT PROJECTS.** District anticipates that four project improvements will be needed for the GUHS scope of Work (collectively, the “Improvements”). Improvements schedules are accessible online at:
<https://www.dropbox.com/scl/fo/28oswo29etmpvw8ar545d/h?rlkey=2lqc8wkwqgfn1vs0tafwr4n6m&dl=0>.

5.1. Mechanical Improvements

Mechanical plans and specifications prepared by Engineer in a Pocket (Kalama, WA) attached hereto as [Schedule C.5.1](#) (the “Mechanical Plans”).

5.2. Electrical Improvements

Electrical plans and specifications prepared by Frontier Consulting Engineers (Redding, CA) attached hereto as [Schedule C.5.2](#) (the “Electrical Plans”).

5.3. Structural Improvements

Structural plans and specifications prepared by ZCS Engineering & Architecture

(Grants Pass, OR) attached hereto as [Schedule C.5.3](#) (the “Structural Plans”).

5.4. Communications Improvements

Communications equipment plans and specifications prepared by Frontier Consulting Engineers (Redding, CA) attached hereto as [Schedule C.5.4](#) (the “Communications Plans”).

6. **PROJECT SCHEDULE.** District anticipates that all Work will be substantially completed by August 1, 2025. Nevertheless, District acknowledges that material lead times may necessitate scheduling adjustments. CM/GC Proposer should address scheduling concerns in the RFP proposal response.
7. **ADDITIONAL REQUIREMENTS.** District is using funding from District’s Capital Projects Funds and District’s Elementary and Secondary School Emergency Relief Fund (ESSER III). ESSER III funds are federal funds awarded to District that can be used to reimburse eligible expenses incurred between March 13, 2020, and September 30, 2024. District may also seek additional federal funding through Round2 of the U.S. Department of Energy’s Renew America’s Schools grants (application due Thursday, June 13, 2024) or through private placement loans for the Project. District is seeking the highest qualified CM/GC contractor to oversee installation within the budget. In the event that additional federal or state funds specific to HVAC improvements are awarded, the Project will be subject to the labor standards required under Oregon’s new school indoor air quality law (“HB3031”). Under the new law, the District must ensure that certain minimum requirements regarding indoor air quality are met when state and federal funds are spent on indoor HVAC infrastructure improvements, including, but not limited to:
 - 7.1. Participate as a training agent in an apprenticeship program registered with the State Apprenticeship and Training Council to provide on-the-job training opportunities for apprentices in apprenticeable occupations to perform Work on the Project (collectively, the “Apprenticeship Requirements”);
 - 7.2. Establish and implement a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform Work on the Project with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups;
 - 7.3. Pay wages to workers who perform Work on the Project at a rate that is no less than the prevailing wage rate;
 - 7.4. Offer employer-paid family health insurance and retirement benefits to workers who perform Work on the Project;
 - 7.5. Demonstrate a history of material compliance in the previous three years, or provide available history for a new business, with federal and state wage and hour laws and applicable prevailing wage rate laws;
 - 7.6. Demonstrate a history of material compliance in the previous three years, or provide available history for a new business, with the rules and other requirements of state agencies with oversight regarding occupational safety and health; and

- 7.7. Ensure at all times during the duration of the Project that Work is performed by qualified testing personnel or qualified adjusting personnel as required by sections 1 to 7 of HB3031.

Attachment D. CM/GC Sample Contract

A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

[link: <https://www.dropbox.com/scl/fi/nq0ze01czx5s42hgur4ck/Attachment-D.-A133-2019-Working-Draft-with-Exhibits.pdf?rlkey=bizl240t6anq25ltl9gsybyhv&dl=0>]

Attachment E. CM/GC General Conditions

A201-2017 General Conditions of the Contract for Construction

[link: <https://www.dropbox.com/scl/fi/rjirso4so9li2qd8soyw/Attachment-E.-201-2017-General-Conditions-Draft.pdf?rlkey=b0qu83ehckqcnbqraznokhx1u&dl=0>]

Attachment F. Insurance Requirements

The Owner and Construction Manager shall purchase and maintain insurance and provide bonds, as set forth below. All Attachment F Insurance Requirements shall be incorporated into Exhibit B to the AIA Standard Form Agreement A133-2019. As used in that Exhibit B, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

- 1. Insurance Coverages.** The Contractor shall procure and maintain (and, unless the Owner permits otherwise in writing, shall cause all Subcontractors to procure and maintain) at the Contractor's expense during the period of performance and thereafter as required below the following insurance from one or more companies authorized to do business in the State of Oregon with a policyholder's rating of not less than A-IX in the most recent edition of Best's Rating Guide. Except as approved otherwise by the Owner in advance, such insurance shall protect against claims which arise out of or relate to all of the Contractor's (and such Subcontractors') services under the Agreement, whether performed by the Contractor or a Subcontractor or consultant or a person or entity for which either of them may be responsible.
 - 1.1. Workers' Compensation Insurance.** If required by law, with statutory limits.
 - 1.2. Employer's Liability Insurance.** If employees are employed for other than secretarial or bookkeeping services, with a limit of not less than \$1,000,000.00
 - 1.3. Commercial General Liability Insurance.** Applicable to all premises and operations, including Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, Broad Form Property Damage (including Completed Operations), Pollution Liability (coverage shall apply to both sudden and gradual pollution conditions), and coverage for explosion, collapse and underground hazards, with limits of not less than (\$1,000,000.00) per occurrence, (\$2,000,000.00) aggregate applicable specifically to the Project, (\$1,000,000.00) personal and advertising injury and (\$1,000,000.00) Products and Completed Operations.
 - 1.4. Business Automobile Liability Insurance.** Applicable to owned, non-owned and hired automobiles, with a limit of not less than (\$1,000,000.00) combined single limit each accident.
 - 1.5. Professional Liability Insurance.** Covering performance of professional services by the Contractor or any Subcontractor or professional firm at any tier (e.g., for bidder-design or design-build components), whether or not performed by a licensed architect or engineer, with policy limits of not less than (\$1,000,000.00) per claim and (\$1,000,000.00) in the aggregate.
- 2. Deductibles.** Contractor shall pay all deductibles on all policies required by Paragraph 1.
- 3. Waivers of Subrogation Re Liability Insurance.** The Workers' Compensation and Employer's Liability policies shall be subject to a waiver of subrogation in favor of Owner and its members, partners, officers, directors, agents and employees, and the successors in interest of the foregoing.

- 4. Cross-Liability Coverages.** The Commercial General Liability and Automobile Liability policies shall provide cross-liability coverages as would be achieved under the standard International Organization for Standardization (“ISO”) separations of insureds clause.
- 5. Additional Insureds.** The Commercial General Liability and Automobile Liability policies shall name the Owner and its officers, directors, agents, volunteers, employees, and volunteers, and the successors in interest of the foregoing, as additional insureds, using ISO additional insureds endorsement CG 20 10 11 85 or a substitute providing equivalent coverages. Such coverages provided to the additional insureds shall (a) be primary and noncontributory with respect to any insurance or self-insurance retention of the additional insureds, including but not limited to any Excess Liability coverage maintained by the additional insureds, (b) provide the same types and extents of coverages as the coverages provided to the primary insured, and shall not be limited to the “vicarious liability” of the additional insureds, (c) waive all rights of subrogation against the additional insureds, (d) cover all additional insureds that are a partnership or joint venture, if any, as “Named Insureds” as expressly stated in endorsements and (e) be maintained for the same durations as the coverages provided to the primary insured, including but not limited to the continuation of the Products and Completed Operations coverage until three (3) years after final payment to the Owner’s prime contractor on the Project, and shall not be limited to “ongoing operations”. Notwithstanding the foregoing, this Paragraph shall not be construed to require the Contractor to provide insurance coverage of the additional insureds in a way or to an extent that results in a violation of ORS § 30.140.
- 6. Duration of Coverages.** The insurance coverages required by Paragraph 1 shall be written on an occurrence basis, except the Professional Liability Insurance. The Professional Liability policy shall provide for a retroactive date of placement prior to or coinciding with the date of commencement under the Agreement. All other policies shall be in effect as of the date of commencement of the Contractor’s services under the Agreement. All policies shall be maintained and remain in effect until one (1) year after Final Completion and thereafter when the Contractor is assisting or advising the Owner regarding the correction of defective or nonconforming Work; provided that the Products and Completed Operations policy and the Professional Liability policy shall remain in effect until three (3) years after final payment to the Owner’s prime contractor on the Project. The Contractor shall notify the Owner of any claims against the Professional Liability policy, in which event the Owner shall have the right to require the Contractor at its expense to obtain additional Professional Liability Insurance in order to restore the required coverage available for the Project.
- 7. Builder’s Risk Insurance.** Owner shall purchase and maintain Builder’s Risk Insurance or its equivalent with such terms and coverages as the Owner determines. Upon the Contractor’s request, Owner will provide a copy of the policy to Contractor. Contractor shall, and shall cause all Subcontractors to, cooperate with the Owner in the investigation, prosecution, and settlement of claims.
- 8. Proof of Insurance.** Contractor shall file with Owner, upon execution of the Agreement, certificates of insurance acceptable to the Owner as well as copies of all insurance policies, with all riders and endorsements, all separate exclusions, conditions and waivers, and all other amendatory documents attached, evidencing the insurance required of the Contractor by this Attachment F. No progress payment will be due until all such Certificates and policies are furnished. All policies and certificates must be signed copies and shall contain a provision that coverage’s afforded under the policies cannot be materially altered (i.e., the coverage’s reduced, the limits decreased, or the additional insured removed), allowed to expire, or

cancelled without first giving 30 days' prior written notice to the Owner. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits. Furthermore, such policies or certificates shall verify that the policy contains coverage for blanket contractual liability including both oral and written contracts and acknowledge the indemnification provisions and liability coverages called for by this Agreement. These certificates and policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days' written notice has been given to the Owner. If any of the required coverages are to renew during the period when such coverage is to remain in effect, or are required to remain in force after final payment to the Owner's prime contractor on the Project, an additional certificate evidencing continuation of such coverage shall be submitted upon renewal or with Contractor's final invoice.

- 9. Effect of No or Insufficient Insurance.** Contractor's failure to comply with the requirements of this Attachment F shall constitute a material breach of the Agreement entitling Owner to terminate the Agreement for cause. In the alternative, the Owner in its sole discretion may purchase the insurance required of, but not obtained or maintained, by Contractor pursuant to this Attachment F and charge such costs thereof to Contractor or deduct the costs thereof from the Contract Sum. The Owner's rights under this Paragraph shall be in addition to, and without waiver of, its other rights and remedies under the Agreement or applicable law.
- 10. Waivers of Subrogation.** Owner and the Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
- 11. Limitation of this Attachment F.** Nothing in this Attachment F shall negate, abridge or reduce Contractor's responsibilities or liabilities under the Agreement or applicable law, the meaning and effect of the provisions of this Attachment F being limited to setting out Contractor's express obligations with respect to insurance. By requiring insurance, Owner does not guarantee that the insurance is sufficient to cover all the risks Contractor may face. Contractor's liability is not limited to insurance.
- 12. Minimum Coverage.** Contractor shall obtain, at its own expense, the minimum insurance coverage described in this Attachment F and maintain that coverage until final acceptance of the entire Project, and through the stated completed operations period as applicable. By requiring such minimum insurance, Owner does not guarantee that the insurance is sufficient to cover all the risks Contractor may face. Contractor's liability is not limited to insurance. The insurance carried by Contractor shall be the primary coverage and non-contributory, and any insurance maintained by Owner is excess and in any event solely for damages or losses for

which Owner is responsible.

- 13. Coverages.** Owner's specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of Contractor under the Contract documents or otherwise. Coverage's are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. Contractor may, at its expense, purchase larger coverage amounts.
- 14. Contract Sum.** The Contract Sum includes the cost of any insurance required by the Contract Documents.

Attachment G. Affidavit of Trade Secrets Form

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Proposer has submitted a Proposal, dated on or about _____ (the "Proposal"), to Grant School District 3 (the "District") in response to Request for Proposals RFQ-2024-04, and I am familiar with the contents of said RFP and Proposal.

3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.

4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:

A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:

i. is not patented,

ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,

iii. has actual or potential commercial value, and

iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. Alternatively, I have reviewed the information contained in the Proposal and it is not a Trade Secret but is exempt from required disclosure under the Oregon Public Records Law as

6. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____