



# SEASIDE

## SCHOOL DISTRICT

**REQUEST FOR PROPOSAL**  
**Broadway Field Softball Improvements Project**  
**Construction Manager/General Contractor**

**Document RFP# 2023-003**

Issued  
 September 18, 2023

<b>Physical Proposals Due:</b>	<b>2:00pm October 12, 2023</b> Late Proposals will not be accepted or considered. <b>Electronic Proposal submissions will NOT be accepted.</b>
<b>Submit Proposals to:</b>	<b>ATTN: Brian Hardebeck</b> – Owner Representative 2600 Spruce Drive, Ste. 100 Seaside, OR 97138
<b>Mandatory Pre-Proposal Meeting</b>	<b>9:00am September 26, 2023</b> Proposers intending on responding to this RFP, shall meet at the Broadway Field sports complex, East parking lot near end of football field. Tour of the existing Hersche Family Training Facility will be included.
<b>RFP questions due:</b> <b>RFP Protests due:</b>	<b>2:00pm September 29, 2023</b> <b>2:00pm September 29, 2023</b>
<b>Direct RFP Questions and RFP Protests to:</b>	<b>Single Point of Contact</b> Brian Hardebeck – Owner Representative <b>Brian.Hardebeck@otak.com</b>

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# 1. PROCEDURAL INFORMATION

## 1.1 RFP Availability and Schedule

This RFP is available electronically at <https://www.seaside.k12.or.us/broadwayfield> Future notices regarding this solicitation, including solicitation addendum/a, will be posted to this same website.

RFP Issue Date	September 18, 2023
<b>Mandatory Pre-Proposal Meeting at 9:00 AM</b>	September 26, 2023
<b>Deadline For Proposer Questions/RFP Protest at 2:00 PM</b>	September 29, 2023
Final RFP Addenda Issuance	October 6, 2023
<b>CM/GC Proposal Due at 2:00 PM</b>	October 12, 2023
Short-listed Firms Identified	October 19, 2023
Proposer Interviews (late AM/early PM)	October 26, 2023
Notice of Intent to Award	October 31, 2023
<b>Protest of Award Deadline @ 2:00 PM</b>	November 07, 2023
Board Approval of Selection of CM/GC	November 14, 2023

The School District reserves the right to modify the schedule as needed.

## 1.2 RFP Attachments:

ATTACHMENT A CMGC SCOPE OF WORK

## 1.3 RFP Exhibits:

EXHIBIT A: CMGC SAMPLE CONTRACT & GENERAL CONDITIONS DOCUMENT

EXHIBIT B: CMGC AMENDMENT DOCUMENT

EXHIBIT C: CMGC FEE & GENERAL CONDITIONS FORMS & MATRIX

- PROPOSERS TO INCLUDE INTO PROPOSAL RESPONSE:
  - FORM EXHIBIT C.1 PHASE 1 PRECONSTRUCTION FEE
  - FORM EXHIBIT C.2 PHASE 2 CONSTRUCTION FEE

EXHIBIT D: INSURANCE PROVISIONS

## 1.4 RFP Definitions

**OWNER** Owner for this project is defined as the Seaside School District

**CM/GC** **Construction Manager/General Contractor.** An alternative contracting method that results in a public improvement Contract for a Construction Manager/General Contractor to undertake Project team involvement with design development; constructability reviews; value engineering, scheduling, estimating, and subcontracting services; establish a GMP to complete the Contract Work; act as General Contractor; hold all Subcontracts, self-perform portions of the Work as may be allowed by the District under the CM/GC Contract; coordinate and manage the building process; provide General Contractor expertise; and act as a member of the Core Team.

**CM/GC Contingency** The CM/GC contingency is available to the Contractor to cover increased costs incurred as the result of causes beyond its control such as lost time, increases in bid or negotiated contracts; acceleration required to meet the District's directed changes in Scope of Work; correcting damaged Work; design errors or omissions due to incomplete scope definition and/or lack of constructability review; Subcontractor defaults; or unanticipated general condition expenses, or unforeseen conditions. The CM/GC is to provide the Owner's Representative written notice of why the CM/GC is requesting the use of contingency funds for approval prior to proceeding with contingency application. Upon the completion of the Project and final acceptance, any unused CM/GC contingency will be returned to the District.

**COBID** **Certification Office for Business Inclusion and Diversity.** The state office which certifies businesses that apply and meet the state's criteria for the following programs: Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Service-Disabled Veteran-Owned Business (SDVOB) and Emerging Small Business (ESB). Formerly known as MWESB.

**Core Team** Group includes the Owner's Representative, the Design Team and the CM/GC. By extension, the Seaside School District (Owner) may elect to attend any, all or none of the activities in which the Core Team members participate.

**Design Team** Architects, engineers and other design professionals contracted by the Owner.

**Early Work** Early Work shall mean Construction Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP. Permissible Early Work shall be limited to early procurement of materials and supplies; early release of bid or Proposal packages for site development and related activities; and any other advance Work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.

**GMP** **Guaranteed Maximum Price.** The total maximum price provided to the Owner by the Contractor, and accepted by the Owner, that includes all reimbursable costs of and fees for completion of the Contract Work, as defined by the Contract, except for material changes in the Scope of Work. It may also include particularly identified contingency and/or allowance amounts.

**Key Personnel** CM/GC's Project Manager and Superintendent.

**Owner Contingency** Owner Contingency is for the Owner's use in paying for design errors or omissions that could not have been identified through complete destructive investigation and/or complete construction feasibility review, unforeseen conditions neither the Design Team nor the CM/GC could have anticipated during Preconstruction Services, and changes in scope as directed by the Owner's Representative. All draws on Owner Contingency shall be requested in

writing and shall be approved prior to proceeding. Upon the completion of the Project and final acceptance, any unused Owner Contingency will be returned to the County.

**Responsible Bidder or Proposer** A person who meets the standards described in ORS 279B.110.

**Responsive Bid or Proposal** A bid or proposal that substantially complies with the RFP and all prescribed procurement procedures and requirements.

**Work** The furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract, and successful completion of all duties and obligations imposed by the Contract.

### **1.5 RFP Components**

This RFP process has several major components, including but not limited to:

- 1) RFP Notice.
- 2) Mandatory Pre-Proposal Meeting.
- 3) Question and Answer Period.
- 4) Receipt and Opening of Proposal Responses.
- 5) Proposal Evaluations, Scoring and Creation of Interview Short List.
- 6) Reference Checks.
- 7) Interviews and Scoring.
- 8) Notice of Intent to Award.
- 9) Contract Negotiation.
  
- 10) Notice to Proceed.

## 2 CM/GC SERVICES

### 2.1 CM/GC General Services

The Owner invites written Proposals for CM/GC services described in this RFP. This RFP seeks services for new softball field improvements at the Broadway Field Community Sports complex located at 1300 Broadway Street, Seaside, Oregon 97138.

Owner intends to execute a contract for services outlined in this solicitation and reserves the right to contract with the selected Proposer, at the Owner's sole discretion, for any additional services as may be desired for the planned improvements. Additional services may include, but not be limited to, tenant improvements to existing locker room spaces located in the adjacent Sunset Empire Parks & Recreation facility (previous middle school facility).

The successful CM/GC will be skilled in all aspects typical to a general contractor and construction manager including, but not limited to: developing Critical Path Method (CPM) schedules, preparing construction estimates, performing value engineering and life-cycle cost studies, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, understanding local climate conditions and requirements for weather protection during construction, performing constructability reviews, sequencing of Work, and coordinating and communicating the activities of the team throughout the design and construction phases to all members of the Project delivery team.

The CM/GC will be selected early in the Project to best serve the Owner in consideration of the following factors:

- 1) Develop procedures to identify, minimize and manage risks to the Project.
- 2) Implement procedures to aggressively manage quality control, construction costs and schedule.
- 3) Participate fully in team partnering and collaborative decision-making processes.
- 4) Meet with Owner's Representative and Design Team as requested to facilitate the Project.
- 5) Discuss with Owner's Representative and Design Team, then implement any accepted services that benefit the Project.
- 6) Consult with, advise, assist, and provide recommendations to Owner's Representative and Design Team on all aspects of the planning and design of the Project.
- 7) Work with Owner's Representative and Design Team to understand the interrelationships between Project systems and provide recommendations, functional evaluations and cost comparisons and assessments to assist the Design Team.

The services required of the CM/GC will be provided in two phases under one Contract and at least one amendment:

Phase I: CM/GC Preconstruction Services: Consult with Owner's Representative and Design Team to evaluate planning and current design of the Project. This phase will be the subject of the initial CM/GC Contract.

Phase II: CM/GC Construction Services: Management and completion of construction work within the negotiated GMP and Project schedule. Work on this phase will be performed under an Amendment to the initial CM/GC Contract.

## **2.2 CM/GC Preconstruction Services**

During Preconstruction Services, CM/GC shall actively participate as a member of the Core Team during Construction Documents review phase. CM/GC shall be responsible for providing necessary consulting expertise to ensure that Program scope is maximized, and construction budget and Project schedule are feasible.

CM/GC's Preconstruction Services shall include but not be limited to:

- 1) Preliminary evaluation of the budget, program and other documents prepared by the Design Team and others.
- 2) Consult with Owner's Representative and Design Team regarding design and construction planning, selection of materials and systems, construction feasibility, materials and labor availability, time requirements, costs, alternative designs and materials, budgets and economics.
- 3) Attend meetings with the Owner's Representative and the Design Team.
- 4) Provide estimating and cost control services. Prepare estimates and estimate reconciliations at major design milestones. Develop a Project budget and provide monthly cost status report (to include cash flow projections) to Owner's Representative.
- 5) Review and provide advice on Design Team's documents for completeness and adequate detailing.
- 6) Implement a cost-loaded scheduling system for use during the Preconstruction and Construction phases.
- 7) Provide procurement and implementation strategies for complex phasing of the Project to leverage Early Work bid package(s), while allowing time for additional design solutions for subsequent bid packages.
- 8) The Owner will submit for and obtain all required permits with the exception of all trade permits. Trade Permits will be submitted and paid for by the CM/GC.
- 9) Perform labor, vendor and supplies analysis. Develop bid packaging strategy that encourages maximum participation by COBID businesses, local Subcontractors, vendors and labor resources as well as diversity of the workforce.
- 10) Work with Design Team to prepare Early Work bid packages, if warranted to meet schedule and/or will result with maintaining the budget or allow procurement of long lead items for specific portions of the Project such as foundation and structural framing, or other portions of Work.
- 11) Develop a GMP Proposal for the Project based on at least 75% completed Construction Documents prepared by the Design Team.



- 12) Identify cost-effective solutions through constructability reviews, value engineering, cost reduction measures and collaboration with stakeholders to meet budget constraints.
- 13) If proposed by the CMGC with compelling rationale and mutually agreed to by the Owner, the Owner may agree to add Design Assist for selected trades for the benefit of the project.

### **2.3 CM/GC Construction Services**

CM/GC shall provide full general contracting services for construction of the Project in accordance with the requirements of the Contract Documents except to the extent Work is specifically indicated in the Contract Documents to be the responsibility of others.

CM/GC will coordinate and manage the construction process as a collaborative member of the Core Team and other Project consultants and governmental agencies.

The CM/GC's Construction Services shall include but not be limited to:

- 1) Establish and monitor safe work practices and requirements. Report all safety incidences at Owner-Architect-Contractor ("OAC") meetings.
- 2) Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project.
- 3) Establish procedures for submittals, requests for information, payment requests and other procedures. Maintain logs, files, and other documentation.
- 4) Maintain and update Project schedules at least monthly.
- 5) Schedule and conduct OAC meetings on a bi-weekly basis minimum. Consult with Owner's Representative regarding meeting agenda items. Produce and distribute minutes of all meetings within two business days of the meeting occurrence.
- 6) Coordinate the Work of Subcontractors and vendors.
- 7) Establish and maintain a Quality Control (QC) program. Provide regular and on-going quality inspections, ensuring that the Work complies with the Contract Documents and all applicable codes and regulations. Report findings at OAC meetings.
- 8) Establish a Change Order Request processing system. The Owner expects a GMP 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 Requests for that Work would be necessary. Any Change Orders Requests may include such things as changes in scope of Work, systems, types and quality of materials, finishes or equipment at the request or upon approval of the County. No other Change Orders Requests will be issued.
- 9) 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.
- 10) Establish a Subcontractor payment process. Inspect and verify the status of Work performed and materials stored and certify all Subcontractor payment requests. Use cost-loaded schedule for calculating Subcontractor payments. Verify compliance with prevailing wage rate requirements.

- 11) Provide training to the Owner's operational and maintenance staff. Prepare Operations and Maintenance manuals and as-built documentation as defined in the Contract Documents.
  - CMGC shall prepare and submit to Owner's Representative a DRAFT of operations & maintenance manual data for review at or before CMGC provides payment application of 75% work completed. Payment applications greater than 75% complete may be rejected by Owner if the DRAFT O&M package is not complete.
- 12) Within 30 days after a Certificate of Occupancy is issued, conduct a review meeting with Owner's Representative to review how the CM/GC method was beneficial to the Project.
- 13) Prior to completion of the one-year warranty period, conduct a review of the Project with the Owner's Representative and the Design Team to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.
- 14) CM/GC must issue to Owner's Representative a Final Report and a Final GMP Reconciliation upon completion of the Project before the Project is considered complete.
- 15) CM/GC must provide Project as-builts before the Project is considered complete.

#### **2.4 CM/GC Subcontractor Outreach**

Successful Proposer will be required to develop a plan demonstrating good faith effort to provide opportunities for local Subcontractors and COBID businesses. The plan shall also include CM/GC's approach encouraging a diverse work force. Local contractors are defined as contractors, Subcontractors, vendors, and material suppliers residing and doing business within Clatsop and Tillamook Counties for at least the last 12 months.

The Owner endorses the state of Oregon as it manages socio-economic programs for business inclusion and diversity that promote opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses owned by service-disabled veterans and emerging small businesses. The Certification Office for Business Inclusion and Diversity ("COBID") program certifies businesses that apply and meet the state's criteria for these programs. The goal of each of these programs is to expand access to government contracting opportunities to COBID-certified businesses throughout the state.

Contracting opportunities with state, Owner and city government agencies and special jurisdictions (including hospitals and universities) include:

- Minority Business Enterprise Program (MBE)
- Women Business Enterprise Program (WBE)
- Service-Disabled Veteran-Owned Business (SDVOB)
- Emerging Small Business Program (ESB)

Contracting with businesses certified under COBID programs develops an inclusive, open, and honest business climate throughout the state. Certification of qualified businesses enables the state to track and validate agency-set goals and initiatives. Through the certification programs, the state of Oregon expands its efforts to increase diversity and inclusion within government contracting.

## **2.5 CM/GC Subcontractor Process**

The process used to award construction contracts by CM/GC will be monitored by the Owner's Representative via reports to be issued by CM/GC on a monthly basis.

The CM/GC shall adhere to the following procedures:

- 1) Subcontracts will be between CM/GC and the Subcontractors.
- 2) Project schedule will be guaranteed by the Contract between the Owner and CM/GC.
- 3) CM/GC will solicit, receive, and open bids, and award contracts.
- 4) CM/GC will distribute bid documents and addenda prepared by Design Team. Include Subcontract and bidding conditions particular to the CM/GC's operations. Facilitate bidder questions and responses. Conduct pre-bid conferences and site visits as necessary.
- 5) CM/GC will publicly advertise all sub-bid packages at least ten days in advance of the bid closing date in publications of record.
- 6) CM/GC will adhere to all public bidding requirements. CM/GC's sub-contracting records are considered public records unless exempt. CM/GC must award the Work of each sub-bid package to the lowest "responsive and responsible" bidder.
- 7) The CM/GC will resolve all Subcontractor protests.
- 8) The CM/GC will make a good faith effort to obtain at least three bids for all sub-bid packages. If the CM/GC cannot obtain three acceptable bids, and bids received are over budget for specific scope, CM/GC to provide rebid strategy to Owner for approval.
- 9) If 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, all bids will be delivered directly to the Owner's Representative, and the Owner's Representative will administer and open these bids.
- 10) While the Owner has a strong desire to encourage opportunities for local contractors, suppliers, and labor resources, all Work shall be awarded under the competitive bidding requirements described above.

## **2.6 CM/GC Joint Ventures**

If submitting a Proposal with another company, the Proposal must provide the information requested regarding the experience of each company and provide the experience of both companies. The Proposer must explain whether both companies will operate as a joint venture or partnership. If the Proposers will conduct business as a joint venture or partnership, the Proposal must provide the information requested regarding the experience of the partnership or joint venture in addition to that of each member company. If the Proposers are selected for an interview, they will be required to provide a copy of the partnership or joint venture agreement relating to the Project. Each partner or joint venture must sign all Proposal forms and the Contract if selected for award.

A Proposer may submit or be a member of a joint venture/partnership in more than one Proposal. However, if a subsequently submitted Proposal is intended to replace an earlier Proposal, the Proposer must clearly indicate this intention when submitting the subsequent Proposal. In the absence of such an indication, the Owner may elect to accept any single Proposal submitted by a Proposer, or reject all Proposals submitted by the Proposer.

## 3. RFP PROCESS

### 3.1 RFP General Terms

1. News releases relating to this RFP will not be made without prior approval by, and in coordination with the Seaside School District.
2. Owner is issuing this RFP for the purpose of obtaining Proposals for the provision of CM/GC services.
3. This RFP is not an offer to contract; only the execution of a written Contract will obligate the Owner, in accordance with the terms contained in the Contract.
4. All representations made by a Proposer in response to this RFP, whether verbal or written, may be incorporated into any Contract between Owner and Proposer.
5. Proposals lacking required signatures will be deemed “nonresponsive.” The Owner may disqualify nonresponsive Proposals from further evaluation.
6. Responsive and responsible Proposals will be evaluated and scored based on the criteria listed in this RFP.
7. All costs a Proposer incurs in preparing and submitting its Proposal or in negotiating and signing a Contract shall be the sole responsibility of the Proposer. Any due diligence conducted by a Proposer is at the Proposer’s expense.
8. All Proposals become the property of the Owner upon delivery to the District. The Owner reserves the right to privately share the RFP and any Proposals the Owner receives with any third party of their choosing in order to secure expert opinion.
9. The Owner reserves the right to reject any or all Proposals.
10. The Owner reserves the right to postpone or cancel the RFP without liability to the Owner any time prior to executing Contract if the Owner determines, in its sole discretion, it’s in the Owner’s best interest to do so.
11. Successful Proposer may commence Work only after Owner delivers a fully executed Contract to that Proposer and written Notice to Proceed.

### 3.2 Mandatory Pre-Proposal Meeting

A mandatory Pre-Proposal Meeting will be held as listed on the Cover Sheet.

### 3.3 RFP Modifications

The Owner reserves the right to make changes to the RFP.

Changes will be made only by written addendum, which will be posted on Owner website at <https://www.seaside.k12.or.us/broadwayfield>

Statements made by the Owner’s representatives are not binding unless issued by written addendum.

### **3.4 RFP Inquiries**

Prospective Proposers may request or suggest any change to the RFP by submitting a written request. The request shall specify the provision of the RFP in question and contain an explanation for the requested change. The Owner will evaluate all requests submitted but will not be obligated to accept requested changes.

Questions and suggestions pertaining to this RFP shall be presented via email to the Single Point of Contact listed on the Cover Sheet.

Questions and suggestions must be received by date and time stated on the Cover Sheet.

Responses to questions and suggestions will be compiled and collectively addressed in addendum format on the Owner website.

### **3.5 RFP Protests**

Prospective Proposers may protest the procurement process or the solicitation document by filing a written RFP Protest. To be considered, an RFP Protest must contain a detailed statement of the legal and factual grounds for the protest, a description of the resulting prejudice to the prospective Proposer, the relief sought by the Proposer, and the other matters required under OAR 137-049-0260.

An RFP Protest must be submitted in writing (not electronically or via email) no later than the date and time shown on the Cover Page. RFP Protests must be filed with the Single Point of Contact shown on the Cover Page.

The Owner will evaluate all RFP Protests submitted. RFP Protests will be resolved in writing. The Owner will make any changes to the process or to the solicitation documents by written addendum via the Owner website.

An issue that could have been, but was not, raised pursuant to a request for clarification or RFP Protest is not a ground for a Protest of Award.

## 4. PROPOSAL REQUIREMENTS

### 4.1 Proposal Content

1. Cover Letter. Provide a one-page maximum cover letter to include:
  - a) Proposer's single point of contact name, phone number and email address.
  - b) Summary highlighting the qualifications and special expertise of Proposing Company to provide the services requested in the RFP.
  - c) Confirming statement that Proposing Company has reviewed, understands, and will comply with all requirements of Oregon public contracting law.
2. Proposal Content
3. Fee Schedule Matrix
4. Key Member Resumes
5. Attachments and Exhibits

### 4.2 Proposal Format

- a. Proposal Evaluation Criteria must not exceed 20 pages. Proposals exceeding the page limit will be disqualified.
- b. Proposal Attachment and Exhibits forms, resumes, section dividers, are not included in the maximum page count.
- c. Proposal shall be double-sided, when possible, on 8.5X11 sheet paper. Double-sided sheets are considered equal to two pages.
- d. Proposal shall be in a font size no smaller than 11 points.
- e. Proposal shall be stapled in the upper left corner. Not bound please.
- f. Proposals shall not use plastic covers, binders, or dividers.

### 4.3 Proposal Submission

Each submission in response to this RFP must:

- 1) Include one original Proposal (marked as such) with original signatures, six copies, and one PDF copy on a USB flash drive.
- 2) Be submitted in a sealed envelope or box that is plainly marked and bears the Proposer's name, address, telephone number, and email address.
- 3) Delivered to:

**Brian Hardebeck, Owner Representative**  
**Seaside School District Office**  
**2600 Spruce Drive, Ste. 100**  
**Seaside, OR 97138**

- 4) Be delivered by date and time stated on the Cover Page to the address listed on the Cover Page.

#### **4.4 Proposal Amendment or Withdrawal**

A Proposer may amend or withdraw its Proposal any time prior to the time and date established for submission of Proposals.

#### **4.5 Period of Irrevocability**

Proposals shall be offers that are irrevocable for a period of ninety (90) calendar days after the date Proposals are due.

#### **4.6 Proposal Ownership**

All documents, reports, submittals, working papers or other material submitted to the Owner from Proposers shall become the sole and exclusive property of the Owner in the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the Proposers. Proposers shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the Owner as a result of this solicitation.

#### **4.7 Proposal Disclosure**

Any information provided to the Owner pursuant to this RFP is subject to public disclosure pursuant to Oregon Revised Statute (ORS) 192.410 to 192.505.

The general requirement for public disclosure is subject to several exemptions. Each page containing information deemed by the Proposer as necessary to remain exempt from public disclosure after Proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.) and should be plainly marked. Marked pages should be placed in a group separate from the remainder of the Proposal.

The fact that a Proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The Owner will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated. Information that has not been properly marked and segregated may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the non-exempt information must be disclosed. The Owner will redact pages that include both exempt and nonexempt information to allow disclosure of the nonexempt information.

Unless expressly provided otherwise in this RFP or in a separate communication, the Owner does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the information is otherwise exempt under Oregon law. The Owner considers Proposals submitted in response to this RFP to be submitted in confidence only until the Owner's evaluation is complete and the Owner has acted on the Notice of Intent to Award and subsequent protest period has passed.

#### **4.8 Proposal Opening**

Proposals will be processed as soon as possible for review and evaluation as described hereinafter. There will not be a public opening of proposals except to disclose respondent Proposer firm names to the public domain.



#### 4.9 Proposal Evaluation Criteria

Scoring Summary	Subtotal Points	Maximum Points
<p><b>4.9.1 Firm Qualifications</b></p> <p>Provide a brief description of your firm. Include information identifying the firm’s annual volume, financial/bonding capacity for this Project, and speak to the firm’s stability in the marketplace.</p> <p>Include information identifying the firm’s strengths and weaknesses along with special capabilities that may be appropriate to this Project and will assist in the evaluation process.</p>		<b>10</b>
<p><b>4.9.2 Project Experience</b></p> <p>Provide narrative and optional graphic material to describe up to five (5) projects, including scope, scale, type, and complexity that have been completed by your firm in the past eight (8) years. For each project, include the jurisdictions with which you were required to coordinate and an Owner contact (phone &amp; email).</p>		<b>10</b>
<p><b>4.9.3 Key Personnel</b></p> <p>Provide the names of the proposed Project Manager and Superintendent that you will commit to this Project. Demonstrate their specific experience on projects of similar type, size, and scope, along with tenure with the firm and any applicable accolades or specific training they possess to add value on this project.</p>		<b>10</b>
<p><b>4.9.4 Communication</b></p> <p>Describe your plan to establish and maintain good relationships and foster open and productive communications with stakeholders and other members of the public, including communication of current and upcoming construction activities.</p>		<b>5</b>
<p><b>4.9.5 Project Approach for Pre-Construction Services</b></p> <p>Describe your firm’s approach to providing preconstruction services, including cost estimating, constructability review, phasing, scheduling, value engineering, and other preconstruction planning. With respect to cost estimating during Construction Document design review phase, describe your firm’s experience in providing estimates comparable to the Project and how those estimates compared to the eventual construction costs or any agreed upon Guaranteed Maximum Price (GMP). Describe your firm's relevant experience with negotiated and GMP work.</p>		<b>10</b>
<p><b>4.9.6 Project Approach for Construction Services</b></p>		

<p><b>A. Schedule</b> Describe your approach to managing the construction schedule. Include a description of the elements of this Project that are likely to put the schedule at risk and how they would be proactively managed. Include descriptions of schedule tracking tools and summary reports.</p> <p><b>B. Cost Estimating</b> Provide narrative and optional graphic tools to describe your firm’s approach to cost estimating, resource utilization, and procedures for staying current on costs, and project forecasting, etc. Describe your approach for establishing and maintaining a contingency fund to ensure that the Project budget is not exceeded, and your proposed methodology for documenting the line-item components of the GMP and your proposed method for determining whether Project changes are within or outside the scope of the GMP</p> <p><b>C. Subcontractor Selection</b> Describe your Subcontractor and supplier procurement/selection process. Address the criteria your company will use when evaluating Subcontractor/supplier bids before making Subcontractor and supplier selections on this Project. Discuss how your firm mitigates project risks due to potential Subcontractor insolvency.</p> <p><b>D. Procurement</b> Describe your expectations for labor and materials availability on this Project. Describe how anticipated challenges with availability of labor or materials could be mitigated. Explain your plan to generate sufficient Subcontractor and material supplier competition in the bidding to minimize Project costs.</p>	<p>35</p> <p>10</p> <p>15</p> <p>5</p> <p>5</p>	
<p><b>4.9.7 COBID Subcontracting Plan</b> Provide a narrative description of your current workforce diversity program/plan, and the plan for obtaining subcontracting, consulting, and supplier diversity.</p>		5
<p><b>4.9.8 Safety Protocol</b> Describe your firm’s approach to the safety management and administration of on-site construction activities for this Project. Provide your firm EMR rating, for Oregon performed work, over that last 4 years.</p>		15
<p><b>4.9.9 Fee Proposal (Refer to Exhibits C.1 &amp; C.2 included in response)</b></p>		25
<p><b>Proposal Subtotal Score</b></p>		125
<p><b>4.9.10 Interview (if elected by Owner)</b></p>		40
<p><b>Total Possible Score</b></p>		165

## 5. PROPOSAL EVALUATION PROCESS

### 5.1 Proposal Evaluation Committee

The role of the Evaluation Committee is to evaluate written Proposals, shortlist Proposers to interview, and interview Proposers. The Evaluation Committee will make a recommendation to the Seaside School Superintendent, for recommendation to the School Board, which will make the final decision to select the CM/GC.

The Evaluation Committee may reject any Proposal not in compliance with all prescribed Public Contracting procedures and requirements, including the requirement to demonstrate the Proposer's responsibility under ORS 279C.375(3)(b).

### 5.2 Proposal Evaluation Process and Scoring

- Each member of the Evaluation Committee shall evaluate all Proposals independently in accordance with the published evaluation criteria.
- Only one Evaluator may score each criterion.
- The Owner's Owners Representative may convene the Evaluation Committee after individual evaluations have been completed.

### 5.3 Proposal Clarifications

- Evaluation Committee may request additional clarification from a Proposer on any portion of a Proposal. Proposer's point of contact should be available during the evaluation period to respond to requests for additional clarification. Proposer shall submit written signed clarification(s) within two business days after receiving the Evaluation Committee's request.
- Proposer may not submit new information or documentation, nor may a Proposer use a clarification to rehabilitate Nonresponsive Proposals. Proposer's failure to provide clarification may result in a lower score for the Proposal.

### 5.4 Proposal References

The Evaluation Committee reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion, or delivery of a project on schedule, and its lawful payment of employees and Subcontractors.

## 6. INTERVIEW PROCESS

### 6.1 Interview Participation

Top scoring Proposers with acceptable reference check results may be invited to interview with members of the Evaluation Committee. The Owner reserves the right for non-voting individuals to be present and ask questions at the interview. Each member of the Evaluation Committee shall evaluate all interviews independently in accordance with the published evaluation criteria.

Companies selected to interview shall be limited to who may attend the interview. The following team members are required to be present and participate in the interview:

- Project Manager
- Project Superintendent

Corporate officers, marketing staff and/or business development staff may participate in the interview but are limited to opening and closing remarks and may not participate during presentations or the question and answer session. It is the intent of the Owner that the interview be conducted with members of the team the Owner will work closely with throughout the project.

## 7. FINAL SCORING

### 7.1 Total Scores

For each Proposer, the Evaluation Committee will combine the (written) Proposal score with the Interview score to achieve a Total Score.

### 7.2 Contract Award

After evaluation by the Evaluation Committee, the Evaluation Committee will recommend the top-ranked Proposer be invited to work with the Owner and that negotiations progress to finalize the Contract.

If the Owner is unable to successfully negotiate with the top-ranked Proposer, the Owner reserves the right to terminate negotiations and begin new negotiations with the next highest-ranked Proposer.

### 7.3 Protests of Contract Award

Proposers wishing to protest their Proposal rejection as non-responsive and/or the Intent to Award a Contract, may do so providing:

- 1) Proposer is adversely affected because Proposer would be eligible to be awarded the Contract if the protest were successful: and
- 2) The reason for the protest is:
  - a) The Evaluation Committee has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the solicitation materials;
  - b) Different criteria were used to evaluate different Proposals;

- c) The Evaluation Committee unfairly applied the evaluation criteria to a Proposal;
  - d) A member or members of the Evaluation Committee had a relationship with a Proposer that represented a conflict of interest;
  - e) The criteria used to evaluate the Proposals did not pertain to the services or products requested;
  - f) A member or members of the Evaluation Committee demonstrated bias toward a Proposal or Proposer;
  - g) The Owner abused its direction in rejecting the protester's Proposal as nonresponsive;
  - h) The evaluation of the Proposals is otherwise in violation of any provisions of ORS 279A or ORS 279B of 279C.; and/or
  - i) All higher ranked Proposals are nonresponsive.
- 3) All protests must be in writing and physically received no later than 2:00 PM Pacific Time within seven days after the posted Notice of Intent to Award.

Address protest to:

PROTEST OF AWARD: RFP#2023-003

Attn: Brian Hardebeck – Owner Representative

Seaside School District

2600 Spruce Drive, Ste. 100

Seaside, OR 97138

- 4) Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.

Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. An issue that could have been raised by request for clarification or protest of specifications is not grounds for protest.

## 8. CONTRACT NEGOTIATIONS

After the Owner has issued the Notice of Intent to Award, the Owner will commence negotiations with the highest-ranked eligible Proposer.

At any time during negotiations, the Owner may terminate negotiations with the highest ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the Owner believes:

- The eligible Proposer is not negotiating in good faith; or
- Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of the final Contract in a timely manner.

If the Owner terminates negotiations with an eligible Proposer, the Owner may then commence negotiations with the next highest-ranked eligible Proposer.

The Owner reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the Owner.

### 8.1 Negotiable Items

During negotiations, the Owner may discuss, among other topics:

- Collaborative approach to CM/GC methodology;
- Estimates of various Project costs;
- Various aspects of proposed services, scope of Work and specific or Work delivery;
- Fees for CM/GC Preconstruction and Construction Services;
- Lump sum fees and hourly rates for various other services;
- Subcontracting, construction bidding, and award methodology; and
- Contract terms and potential changes to the Contract agreement and the Amendments to that Agreement which may apply.

### 8.2 Guaranteed Maximum Price (GMP)

The Owner will negotiate an acceptable GMP with the CM/GC upon completion of Preconstruction Services and prior to commencement of Construction Services. If this collaborative process is not successful and no mutually agreeable resolution on GMP can be achieved with the Contractor, then the Owner may terminate the Contract. The Owner may then proceed to negotiate a new Contract (and GMP) with the Proposer that was ranked next in the original selection process or employ other means for continuing the Project under ORS 279C.

### 8.3 Best and Final Offers

- a) At its sole discretion, the Owner may require Best and Final Offers.
- b) In the event Owner requires Best and Final Offers, it shall establish a common date and time by which eligible Proposers must submit such Best and Final Offers. The Owner shall evaluate Proposals as modified by the Best and Final Offer and based on the Evaluation Criteria.
- c) If a Proposer does not submit a Best and Final Offer or a notice of withdrawal, the Proposer's original Proposal shall be construed as its Best and Final Offer.

## 9. CONTRACT TERMS AND CONDITIONS

The Owner intends to award a single Contract as a result of this RFP. The Contract term will be through completion and final acceptance of the Project and expiration of the warranty period, one year after Notice of Substantial Completion.

The Owner will negotiate with the CM/GC using standard contract terms which may be negotiated include the details of Contract performance, methods of construction, timing, assignments of risk, fees and costs, and other matters that affect cost or quality.

Proposers are advised to thoroughly review and familiarize themselves with the incorporated exhibits. The successful Proposer will be invited to enter into a Contract in substantially the form attached hereto as **Exhibit 1**.

Any Contract resulting from this RFP shall be based on the RFP documents.

This Contract is for a Public Work and Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838 or ORS 279C.840.

### 9.1 Prevailing Wages

CM/GC and all Subcontractors shall comply with ORS 279C.800 through 279C.870. The hourly rate of wage to be paid by CM/GC or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled "Definitions of Covered Occupations for Public Works Contracts in Oregon" available at:

[https://www.oregon.gov/boli/WHD/PWR/Pages/Occ\\_Defs.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/Occ_Defs.aspx)

The BOLI prevailing wage rates that will apply to the Contract shall be those in effect on the date that construction is first authorized to begin under the Contract. This could occur prior to execution of the GMP Amendment if Early Work is authorized by an Early Work Amendment, or, if no Early Work is authorized, at the time the GMP Amendment is executed. Once established, the prevailing wage rates will then be in effect for the remainder of the CM/GC Contract. The prevailing wage rates that will apply will be those set forth in the then current version of the following BOLI booklet, together with any amendments to that booklet: "Prevailing Wage Rates for Public Works Contracts in Oregon." This document is available at:

[http://egov.oregon.gov/BOLI/WHD/PWR/pwr\\_state.shtml](http://egov.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml)

Construction Phase Services will take place in Clatsop County, and City of Seaside, Oregon.

The fee required by ORS 279C.825(1) will be paid by the Owner to the Commissioner of the Bureau of Labor and Industries under the administrative rules of the Commissioner.

### 9.2 Public Works Bond

Before starting Work, the successful Proposer shall file with the Oregon Construction Contractors Board ("OCCB"), and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Proposer shall also include in every Subcontract a provision requiring each Subcontractor to have a public works

bond filed with the OCCB before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

A disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 may, for up to four years after certification, elect not to file a public works bond as required under section 279C.836 (1).

### **9.3 State OCCB Registration Requirements**

Proposers shall be licensed with the OCCB prior to submitting a Proposal on this Project. Failure to comply with this requirement shall result in Proposal rejection. Any Proposal received from a Proposer identified by the OCCB as ineligible to hold public contracts in accordance with ORS 701.227 shall be disqualified from consideration.

Landscaping contractors and all Subcontractors participating in this Project shall be licensed respectively, by the State Landscape Contractors Board, as required by ORS 671.530 and with the OCCB, as required by ORS 701.026, at the time they propose to engage in subcontract Work.

### **9.4 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.

### **9.5 Contract Execution**

After receipt and acceptance of the properly executed Contract, Performance Bond, Payment Bond, and Certificates of Insurance, the Owner will execute the Contract and issue a Notice to Proceed. No Work shall be performed until the Contract is fully executed and a written Notice to Proceed is issued.

*End of RFP – Attachments follow*



**RFP ATTACHMENT “A”**  
**SEASIDE SCHOOL DISTRICT**  
**BROADWAY FIELD SOFTBALL IMPROVEMENT PROJECT**

**1. Project Background:**

Seaside School District currently serves 1,512 students, K-12 in 2 schools.

The district has entered into a 2021 Resolution Agreement with the U.S Department of Education, Office of Civil Rights to resolve compliance concerns noted in OCR case #10-19-1122 regarding equity of facilities for softball team sport at the Broadway Field sports complex.

December 2021, the district engaged consultants to provide analysis and recommendations to the District Board on options to fulfill the resolution agreement terms. In January 2022, the District board approved the solution of building a new softball field would be in the best interest of the District, student athletes and the community at large over the long term.

Over the next 14 months, the District collaborated with multiple jurisdictions having authority, public and private stakeholders, multiple community public engagement activities and multiple public hearings, on November 14, 2022, City of Seaside City Council unanimously approved siting of the new softball improvements at the Broadway Field complex.

In December 2022, the District was advised by City planners a public Type 2 land use process would be required to obtain approval to construct the new improvements.

April 04, 2023, project was presented to Planning Commission, held a public hearing on the application. Received APPROVAL of Conditional Use Permit by commission.

The District formed a design advisory committee comprised of stakeholders, City staff, District sports coaching staff, student athletes and community members to participate in design progression reviews and feedback to District to inform the design and project scope documents and operational criteria. Unique and specialized scopes include:

- Demolition of existing site storage structures and adding underground utilities
- Relocation of the Hersche Family Training Center – Pole building relocation
- Specialized synthetic turf system components & installation
- Specialized LED sports field LED lighting and electrical systems
- Specialized sports field turf and ball retention and safety netting systems

Procurement of the improvements initially engaged the use of the Intermountain Educational Service District cooperative purchasing agreement used throughout the state of Oregon. The cooperative purchasing terms of the agreement comply with the public procurement process and allow for District to realize volume discounts built into the pricing structure of the agreement.

On June 22, 2023, the cooperative agreement team advised the School District that due to the unique scope of the relocation of the Hersche Family Training Center, they withdrew from participation in the full project.

This condition changed the District's ability to utilize the cooperative purchasing agreement terms for the whole project. The District and consultants quickly evaluated other forms of procurement available ("Emergency" procurement method, traditional design-bid-build and a negotiated format of CMGC) taking into consideration factors of additional cost from the Design teams, schedule of the improvements, construction logistics and safety along with strategy to provide the District with the best value and be in the best interest of the District. The consultant team is recommended the use of a CMGC process. The Seaside School District Board of Directors have approved the use of the CMGC alternative procurement method in a board action on August 15, 2023.

The nature of this Project requires strategic planning, precise scheduling, clear and concise accounting, and documentation separation of certain scopes for funding transparency, and critical coordination of construction and target value design integrated with necessary safety measures.

Continuous coordination with the Sunset Empire Parks & Recreation District will be required due to significant schedule performance constraints and with security and safety concerning children and public visiting and using the adjacent areas of Broadway Field complex during much of the construction. Project will require complex phasing and contains budget limitations that require close monitoring of the Project budget. Therefore, it is critical to maintain both the schedule and budget of this Project.

The scope of the softball improvements project is clearly depicted and specified in the two plan document sets that shall comprise the full project scope of work for construction.

1. Hersche Family Training Center package – Relocation of a pole building.
2. Site and fields of play improvements to create a new softball field area.

In the best interest of the project, the Seaside School District is intending to contract the following scopes of work direct with specialty contractors, to be coordinated with the CMGC scope of work:

- The physical relocation scope of the Hersche Family Training facility.
- Replacement hydronic heated flooring system of the Hersche family training facility.
  - All other scopes related to the Hersche Family Training facility are to be

considered to be procured and performed by the CMGC and subcontractors.

- Furnishing and installation of the new synthetic turf system and accessory materials and accessories for the softball play surface.
- Furnishing and installation of the moveable outfield fencing panel system