# **Grant School District 3** Request for Competitive Quotes – Student Commons Grant Union Jr./Sr. High School RFQ No. 2023-02

In accordance with ORS 279C.412 and ORS 279C.414, Grant School District 3 ("District") is informally soliciting competitive quotes ("Quotes") from licensed and qualified contractors ("Contractors") to provide certain design and construction services for and on behalf of District (the "Services") as described in this Request for Competitive Quotes (this "RFQ"). This Project will be partially funded with Federal funds from The American Rescue Plan Act, 2021 (ARP Act or ARPA) Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER) and therefore is subject to Federal laws and regulations associated with that program.

#### BACKGROUND

Grant School District 3 operates a combined Junior/Senior High School located at 911 S Canyon Blvd, John Day, OR 97845.

The school building includes a library that District would like to convert to a student commons.

District is requesting quotes to plan for, design, and implement the student commons project.

#### **SCOPE OF WORK**

District is soliciting competitive quotes from licensed and qualified contractors to provide labor, equipment, materials, and related planning and construction services necessary develop the new student commons.

Existing conditions and the proposed concept is included in the plans (the "Plans") referenced herein as Exhibit A, including, without limitation, the following work (collectively, the "Services").

The total estimated

The final scope of work will be revised based on the selected Contractor's feedback.

#### CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all materials, furniture, fixtures, and equipment (collectively, the "FF&E") unless otherwise noted below and contractually agreed to for this Project. All material shall be new and free from defects. Other materials may be substituted but must be of equal or better quality. Contractor is to provide specifications for alternate materials proposed as a submittal.

#### PERMITS

District will provide (or cause to be provided) all necessary permits for the Project.

#### SCHEDULE

The schedule for completion of this Project shall be 90 calendar days from written Notice to Proceed (NTP), allowing 45 calendar days for material ordering and delivery; and 45 calendar days for installation. Upon notice to proceed, the Contractor must mobilize and dedicate crews and staff of sufficient size to meet the completion date.

Interested contractors are responsible for and strongly encouraged to visit and inspect the sites to evaluate site conditions.

# CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS / BOLI PREVAILING WAGE RATE REQUIREMENTS

District's board of directors must approve the RFQ prior to award and issue a notice of intent to award before proceed. No work is guaranteed by responding to this RFQ.

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.

Before beginning Services, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Services, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

This RFQ and the resulting Contract are subject to the following BOLI prevailing wage rate requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

Prevailing Wage Rates for Public Works Contracts in Oregon, issued January 5, 2023, as amended on January 11, 2023.

The Services will take place in Grant County, Region 12.

# ADDITIONAL CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS – ESSER III

Per Section 2001(e) of the ARP Act:

A local educational agency that receives funds under this section may perform:

(O) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.

#### And

(R) Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.

By authorizing this RFQ, District's board of directors acknowledges that adequate physical spaces are an essential condition for student and faculty safety and the proposed modifications to create the student commons are necessary to support student needs and ensure the continuity of educational services, as authorized by the ARP Act.

District's ESSER III Plan includes Strategy 4 – Physical Security and is available at this link: https://content.myconnectsuite.com/api/documents/2ace06e82d4d4151a852d6ea6e369175

District's board of directors shall approve the RFQ prior to award and submit the Capital Expenditure Approval Form to the Oregon Department of Education prior to issuing the notice of intent to award or notice to proceed. This form is available at: <u>https://www.oregon.gov/ode/schools-and-districts/grants/SiteAssets/Pages/ESSER-Fund-III/ESSER%20Capital%20Expenditures%20Approval%20Form%2012.9.22.xlsx</u>

#### FORM OF QUOTE SUBMISSION

The following minimum requirements as to the form and manner of submitting Quotes must be strictly observed; variance from these requirements will result in rejection of the Quote as unresponsive. A contractor interested in performing the Services (or a portion of the Services) must submit a written Quote, on the quote form attached hereto as <u>Exhibit B</u>, containing the following information:

1. Contractor's name, CCB license number, address, contact information, and the name of the primary contact in reference to the proposal.

2. Brief information concerning the contractor (e.g., background, size, types of services provided, and examples of similar projects completed).

3. Identification of the person(s) who will be assigned and responsible to oversee performance of the Services.

4. A work plan and accompanying time schedule for timely completion of the Services (or the portion of Services the contractor desires to perform).

5. Contractor's lump sum cost to perform the Services

6. A brief description of contractor's experience, specific expertise, availability, project understanding, and any other factor related to outside plant fiber optic network construction.

Each contractor must sign its Quote. The quote form must be used without alteration. All blank spaces in the quote form must be filled in, in ink, or typed, in both words and figures, where required.

# SUBMISSION OF QUOTES

To be considered, please submit your Quote to Louis Dix, District Superintendent, via email at <u>dixl@grantesd.k12.or.us</u>, or by mail or hand delivery at the addresses provided below:

Grant School District 3 Attn: Louis Dix 401 N. Canyon City Blvd Canyon City, OR 97820

Please clearly label the outside of the envelope (or fill in the email subject line with) "Grant School District 3 Fencing Construction Services Quote." District must receive quotes on or before March 31, 2023 at 4:00 p.m. Quotes received after the deadline date/time will not be considered.

Notwithstanding anything contained in this RFQ to the contrary, if in District's best interest, District reserves the right to, in accordance with Oregon law, (a) amend and/or revise this RFQ in whole or in part, (b) cancel this RFQ, (c) extend the submittal deadline for responses to this RFQ, (d) waive minor informalities and errors in such Quotes, and/or (e) reject all Quotes for any reason and/or without indicating reasons for rejection. Further, District reserves the right to seek clarification(s) from each contractor and/or require supplemental information for any contractor. This RFQ does not obligate District to award a contract and/or to procure the Services described herein.

#### **INSURANCE REQUIREMENTS**

The contractor(s) will be required to meet all provisions of the Agreement (defined below), including, without limitation, the following minimum levels of insurance:

1. <u>Commercial General Liability Insurance</u> covering bodily injury and property damage in a form and with coverages that are satisfactory to District, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under the Agreement. The insurance will have a combined single limit of not less than \$1,000,000, and an aggregate limit of not less than \$2,000,000. The insurance will name District and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to District certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.

2. <u>Automobile Liability Insurance</u> with limits of not less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage. The insurance will name District and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to District certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.

3. <u>Workers' Compensation Coverage</u>. Unless exempt, the contractor will have Workers' Compensation insurance satisfying the requirements of applicable Oregon law. Workers' Compensation coverage will contain a waiver of subrogation in favor of District.

#### AWARD OF CONTRACT

If a contract is awarded, District will award the contract to the contractor whose Quote will best serve the interests of District, taking into account price as well as considerations, including, without limitation, experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors. Contractors responding to this RFQ do so at their own expense and District is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Quote. District reserves the right to enter into one or more contracts concerning certain portion of the Services.

If a contract is awarded, District and the selected contractor(s) will enter into District's Construction Services Agreement, substantially in the form attached as <u>Exhibit C</u> (the "Agreement"). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to District. Without otherwise limiting the generality of the immediately preceding sentence, the Agreement will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, District's right to terminate the Agreement and/or declare a default under the Agreement, the consequences for contractor's failure to perform its obligations under the contract, and District's right to seek damages and other relief available to District under contract and applicable law. Each contractor is responsible for inspecting the project site, and confirming the project work conditions, prior to submitting a Quote.

If you have any questions regarding this request for quotes, or to arrange a site visit, please contact Mr. Dix via email (provided above) or telephone (541-575-1280).

### <u>Exhibit A</u>

#### Plans and Specifications / Preliminary Scope of Work

#### PHASE 1: SPACE PLANNING & PROGRAMMING

Site visit and project kick off at location. Define a site/space plan identifying FF&E, functionality and configuration(s) requirements and opportunities. Programmatically, look at how the space engages and supports the students and faculty (collectively, the "audience(s)"). The approved space plan will be the foundation for design and should inform rough costing and align with the construction budget.

#### Phase 1 Deliverables:

- Site inspection & evaluation
- Onsite workshop with key stakeholders
- Space plan & programming
- Mood boards as required

#### PHASE 2: FF&E, MATERIALITY & FINISHES PALETTE

Create a comprehensive program of finishes, furniture, fixtures and specialty components. Mood boards for furniture recommendations, elevations and renderings, finishes and fixture specifications. Define interior finishes, doors, dividers, counters, flooring and paint. Design direction informed by adjacent interior architecture and finishes.

#### Phase 2 Deliverables:

- Programming & Planning
- Concept Design
- Design development documentation & budgetary pricing
- Primary FF&E schedule specs + plan
- Construction documentation and mechanicals (as required) for fabrication
- Vendor sourcing and pricing

# PHASE 3: CONSTRUCTION ADMIN + IMPLEMENTATION

Implementation and procurement of all FF&E components. Manage and monitor specialty (branding) vendors. Support builders and stakeholders in the implementation of the space program. Resolve conflicts, issues, requests for information and help maintain the design intent as the construction process unfolds.

#### Phase 3 Deliverables:

- Supplemental info & direction
- Ordering and Procurement
- Vendor oversight and coordination
- Production artwork mechanicals (as required)

The library interior ceiling height is approx. 15'. The wall height of the two new offices will be 8' typ. See figure 1 for dimensions.

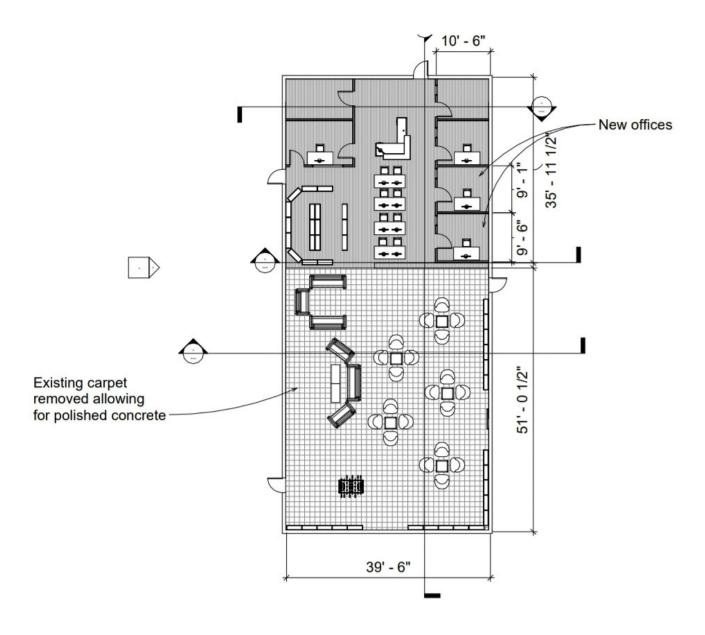


Figure 1. Dimensions for Proposed Student Commons

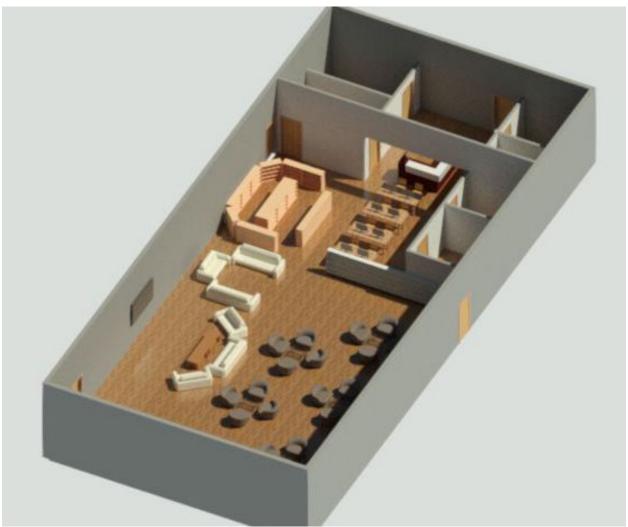


Figure 2. Plan perspective of library space converted to student commons



Figure 3. Rendering of student comments area

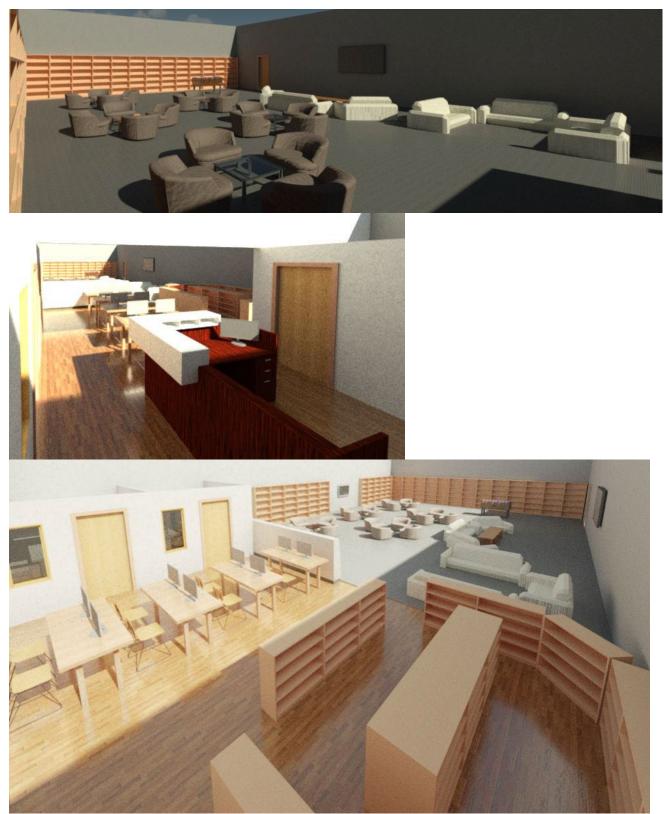


Figure 4. Additional renderings of proposed office space entry and student commons

# <u>Exhibit B</u> Quote Form

Date: \_\_\_\_\_ Time: \_\_\_\_\_

TO: Grant School District 3 Attn: Louis Dix, Superintendent 401 N. Canyon City Blvd Canyon City, OR 97820

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of Grant School District 3, hereinafter called "District"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the District's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within ten (10) days after notification of acceptance, execute an agreement with the District in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the District proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the Superintendent.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the District and fully complete the Project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

#### **CONTRACTOR INFORMATION**

| FROM: | Contractor's Name: |  |  |  |  |  |
|-------|--------------------|--|--|--|--|--|
|       | Primary Contact:   |  |  |  |  |  |
|       | Address:           |  |  |  |  |  |
|       | City/State:        |  |  |  |  |  |
|       | Telephone:         |  |  |  |  |  |
|       | Facsimile:         |  |  |  |  |  |
|       | Email:             |  |  |  |  |  |
|       | ССВ #:             |  |  |  |  |  |
|       |                    |  |  |  |  |  |

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of \_\_\_\_\_\_, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of \_\_\_\_\_\_

\_\_\_\_\_\_. [Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: \_\_\_\_\_\_.

#### QUOTE:

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the site conditions as they currently exist, and having carefully examined the Scope of Work in Exhibit A, together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, physical plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Services described by the aforesaid Plans and the Scope of Work (as defined in the Request for Quotes) for the following lump sum amount:

| NOT TO EXCEED PRICE (BASE BID | ): Dollars (\$ ) |
|-------------------------------|------------------|
|                               |                  |

#### **ADDITIONAL CRITERIA:**

- 2. Contractor will address the following criteria on a separate sheet and attach to this form:
  - a) Brief information concerning Contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
  - b) Identify the person(s) who will be assigned and responsible to oversee performance of the Services.
  - c) Include a work plan and accompanying time schedule for timely completion of the Services.
  - d) Contractor's experience, specific expertise, availability, project understanding, and any other factor related to Fencing Construction.
  - e) Acceptance with confirmation letter that this Project will be partially funded with Federal funds from The American Rescue Plan Act, 2021 (ARP Act or ARPA) Elementary and Secondary School Emergency Relief Fund III (ESSER III or ARP ESSER) and therefore Federal laws and regulations associated with that program are applicable and adhered to.

#### **CONTRACTOR:**

[Company Name]

| By:  | <br> | <br> |  |  |
|------|------|------|--|--|
| Its: |      |      |  |  |

# <u>Exhibit C</u> District's Construction Services Agreement

(attached)