



REQUEST FOR PROPOSAL (RFP)

RFP Number & Title: 1819-07
New Student Services Building & Bill Brod
Community Center 'Refresh'
CM/GC Services RFP

Place of Opening: Barlow Hall – Business Office, Room 208
Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045

Date & Time of Opening: Tuesday, July 2, 2019 at 2:00pm

Voluntary Pre-Proposal Conference: Wednesday, June 12, 2019 at 11:00am
Bill Brod Community Center
19600 Molalla Avenue
Oregon City, OR 97045

To Be Opened By: Elizabeth Cole
Purchasing Agent
503-594-3086

PURCHASING DEPARTMENT
19600 Molalla Avenue
Oregon City, OR 97045-7998
Phone: 503-594-3086
Fax: 503-722-5879
Email: elizabethc@clackamas.edu

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Section 1: General Information**REQUEST FOR PROPOSALS**

RFP 1819-07: CM/GC Services for
New Student Services Building & Bill Brod Community Center 'Refresh'

SECTION 1. GENERAL INFORMATION**1.1 Legal Advertisement**

Clackamas Community College
REQUEST FOR PROPOSALS
RFP 1819-07: CM/GC Services for
New Student Services Building & Bill Brod Community Center 'Refresh'

Proposals due Tuesday, July 2, 2019 at 2:00pm

CLACKAMAS COMMUNITY COLLEGE invites proposals from qualified and experienced Licensed (CCB) contractors (herein after, "Responder", "Proposer", "company", "firm", "provider", or "contractor") to provide Construction Manager/General Contractor (CM/GC) Services for a new New Student Services Building & Bill Brod Community Center 'Refresh' to be located on the Oregon City Campus (Oregon City, Oregon).

Proposal documents and specifications will be available on http://www.clackamas.edu/Request_for_Proposals.aspx or at the office of the Purchasing Agent, Barlow Hall – Business Office, Clackamas Community College, 19600 Molalla Avenue, Oregon City, OR 97045, or by calling 503-594-3086.

There will be a **Voluntary** Pre-Proposal meeting **Wednesday, June 12, 2019 at 11:00am**. Meet at the Bill Brod Community Center, 19600 Molalla Avenue, Oregon City, OR 97045.

Sealed proposals will be accepted at the PURCHASING DEPARTMENT located in the Business Office, Barlow Hall, Room 208, 19600 Molalla Avenue, Oregon City, OR 97045 until **Tuesday, July 2, 2019 at 2:00pm**.

Proposals will be reviewed in closed session.

The College reserves the right to reject any proposal not in compliance with all prescribed public procurement requirements, and to reject for good cause any or all proposals upon finding that it is in the public interest to do so.

No proposal will be received or considered unless fully complete in the manner provided in the proposal documents and advertisement for proposals.

Elizabeth Cole
Purchasing Department

Section 1: General Information**1.2 Description of the College**

Clackamas Community College is an accredited public two-year institution offering comprehensive programs in college transfer, professional technical training, continuing education and developmental learning skills. Formed in 1966, the College is a fiscally independent municipal corporation, governed by a seven-member Board of Education elected by zones. The College's budget and Comprehensive Annual Financial Report are available at http://www.clackamas.edu/Budget_Committee.aspx.

1.3 Responsibilities of Proposers

Clackamas Community College follows the Oregon public contracting code ORS 279 and related regulations, as modified by the College's local contract review board. Certain purchases go through a prescribed bid/quote/proposal process (for the purposes of this document, "bid", "quote", and "proposal" may be used interchangeably). A Request for Proposals (RFP) allows the College to evaluate vendors' proposals using criteria in addition to or instead of price.

As a bidder, you are expected to submit bids that are accurate, complete, and contain all terms and conditions which you feel are necessary. If, after submitting your bid, you find changes are necessary, you may change or withdraw your bid any time up to the time of the bid opening. However, after the opening, the bid may not be changed or altered in any way. If accepted, your bid/quote/proposal is considered a binding contract that you, as the bidder, will be expected to honor. No bidder may withdraw their bid after the time set for the opening, or before award of the contract, unless said award is delayed for a period exceeding 60 days. If for any reason, you do not perform, the College can be expected to take whatever action it feels appropriate, including but not limited to removal of your name from future bid lists.

Proposers shall provide one (1) original, six (6) color copies, and one (1) thumb drive or CD copy of their proposal and all attachments. One must be clearly designated "original" on the exterior and contain all required signatures.

All proposals submitted shall be in a sealed opaque envelope and addressed as follows:

Clackamas Community College
Attention: Elizabeth Cole, Purchasing Agent
Barlow Hall – Business Office
19600 Molalla Avenue
Oregon City, OR 97045

In addition, the **name and address of the bidder and the proposal number and title as it appears on the cover page of these specifications must appear on the outside of said envelope.**

Section 1: General Information

All proposals must be received at the Purchasing Department of Clackamas Community College, Barlow Hall – Business Office, no later than the date and time of opening specified in this document. It is entirely the responsibility of the proposer to ensure that their proposal is received at the above location prior to the time of opening. Proposals which are received after the time of opening will not be considered and will be returned to the proposer, unopened.

Submit only one proposal for consideration. Multiple proposals will be deemed non-responsive.

Facsimile transmissions or emailed submissions will not be accepted.

1.4 Submittal Acceptance

Submittals will be judged on the completeness and quality of content as described in this Request for Proposals. Only those submittals that contain complete information as required by these specifications will be considered for evaluation.

1.5 Right of Award or Rejection

Submission of a response shall indicate to the College that the proposer accepts all the terms and conditions contained in this RFP and associated documents. It is understood that all submittals shall become a part of the public file on this matter without obligation to College. The College may reject any submittal that does not comply with all the prescribed submission procedures and requirements in this Request for Proposal, and may, for good cause, reject any or all submittals, or any part of a submittal, upon a finding that it is in the public interest to do so.

1.6 Inquiries

Questions that arise during preparation of the RFP shall be submitted in writing ("writing" includes Fax and E-mail) to:

Elizabeth Cole, Purchasing Agent
Fax: 503-722-5879
Email: elizabethc@clackamas.edu

All questions must be received by the Purchasing Agent no later than **Monday, June 17, 2019, at 5:00 pm.** All questions and answers thereto shall be provided to all responders per Addendum via fax or email on **Thursday, June 20, 2019, by 5:00 pm.**

1.7 Response Information

Each submittal shall list a responsible person and telephone number where that person can be reached if contact is necessary during the RFP review.

The proposal response forms which are a part of these specifications must be completed and returned. If you need additional space for your response, please attach pages and number your responses to match the question numbers.

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Exhibit A: Signature Sheet must be signed with ink as follows:

- 1.7.1 In the case of an individual bidder, by such individual.
- 1.7.2 In the case of a partnership, the name of the partnership must appear on the proposal sheet, and it shall be signed in the name of the partnership by at least one partner.
- 1.7.3 In the case of a corporation, the corporation name must appear on such proposal, and it shall be signed by the president or other officer who is authorized to submit bids for the corporation. There shall be set forth under the signature of such officer the name of the office they hold or the capacity in which they act for the corporation.
- 1.7.4 A signed copy of **Exhibit B: Certification of Non-Discrimination** must be signed with ink.

1.8 Schedule of Events

Advertisement(s) for RFP:	Wednesday, June 5, 2019
Voluntary Pre-Proposal Meeting:	Wednesday, June 12, 2019 at 11:00am
Inquires/Questions Due:	Monday, June 17, 2019
Responses to Questions (via Addendum):	Thursday, June 20, 2019
Request for Proposals Due:	Tuesday, July 2, 2019 at 2:00pm
Tentative Short List (if required):	Thursday, July 11, 2019
Tentative Interview Date (if required):	Monday, July 22, 2019
Tentative Award Date:	August 2019
CCC Board Approval:	August 2019
Tentative Contract Effective Date:	August 2019

1.9 Contract

- 1.9.1 AIA A133-2009 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 will be used, **with modifications (Exhibit G)**.
- 1.9.2 AIA A201-2007 General Conditions of the Contract for Construction will be used, **with modifications (Exhibit H)**.

1.10 Prevailing Wage

- 1.10.1 This is a public works contract subject to the **Prevailing Wage as per ORS 279C.800 to 279C.875**.
- 1.10.2 Contractors will provide the College with copies of certified payroll certifying the hourly rate of wage of each worker who the contractor or subcontractor has employed upon this public works. Certified payroll will be submitted weekly to the Office of Purchasing, Clackamas Community College.

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- 1.10.3 The prevailing wage fee shall be paid by the Contractor to BOLI before starting work on this project.
- 1.10.4 See www.oregon.gov/boli for state prevailing wage rates associated with this contract. Use Publication Prevailing Wage Rates for Public Works Contracts in Oregon BOLI current in January 2018 with associated amendments. OAR 839-025-0020.
- 1.10.5 Contractors and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project. ORS 279C.830(3).
- 1.10.6 If contractor fails to pay for labor and services, the agency can pay for them and withhold these amounts from payments to the contractor. ORS 279.515; OAR 839-025-0020(2)(a).
- 1.10.7 Contractor must pay daily, weekly, weekend, and holiday overtime as required. ORS 279C.540; OAR839-025-0020(2)(b).
- 1.10.8 Contractor will give each worker a written notice of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2)(c).
- 1.10.9 Contractor must make prompt payment for all medical services for which the contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2) (d).
- 1.10.10 Workers must be paid not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C.830(1)(c); OAR839-025-0020(5)(b).
- 1.10.11 No bid will be received or considered unless the bid contains a statement by the bidder that ORS 279C.840 will be complied with.

1.11 Resident Bidder

All bids must contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120. It is understood that, in the selection of equipment and supplies listed herein, preference will be given articles manufactured or produced within the State of Oregon, price and quality being equal, and time required for delivery being satisfactory to the College.

1.12 License

Contractor must be licensed under ORS 468A.720. A bid may not be received or considered by the College unless the bidder is licensed by the Construction Contractors Board.

Section 1: General Information**1.13 Equal Employment Compliance Requirement**

By submitting this proposal, the bidder certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the College upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

1.14 Audit of Books and Record

The College, through its representatives, shall have access at all reasonable times to the books and records of the Contractor and subcontractors so far as they relate to the contract and the performance of the work.

1.15 Departures from Terms of Contract

No direction or approval given by the College or any representative of the College which deviates in any respect from the contract documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a written order over the signature of the Vice President of College Services.

1.16 Non-Assignability

Neither the Contract nor any interest of the Contractor therein can be transferred to any other person or persons without the written consent of the College, and any such attempted transfer shall be utterly void and may be treated by the College as a willful failure or refusal on the part of the Contractor to perform the Contract according to its terms and conditions.

1.17 Subcontracting

All subcontracting shall be subject to the approval of the College. The Contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by them, to the same extent as for the acts and omissions of persons directly employed by the Contractor, and the fact that subcontractors are subject to the approval of the College shall not affect the Contractor's responsibility in this regard. Nothing contained in the contract documents shall be construed to create any contract between the College and any subcontractor.

1.17.1 When the Contract price exceeds \$50,000, the Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to the Contract Documents.

Refer to Exhibit G: AIA A133-2009 Standard Form of agreement between Owner and Construction Manager as Contractor where the basis of payment is the Cost of the Work Plus a fee with a Guaranteed Maximum Price (w/ modifications); Article 12 Scope of Work, 12.2.5 Other Documents: Exhibit B Subcontractor Relations.

Section 1: General Information**1.18 Workforce MWESB/V Participation**

The College has adopted two workforce programs to encourage minority, women, emerging small business, veterans, and student involvement in the bond projects. These programs are the **Student Applied & Integrated Learning (SAIL)** and **Business Opportunity Achievement Target (BOAT)** programs.

The goal of the **SAIL** program is to involve students in construction and professional services contract work on the bond projects, with a **minimum total student workforce participation goal of 1,000 hours**. The purpose of this program is for students to gain hands-on experience to develop their skillsets and improve their employability. The **BOAT** program has been implemented to encourage employment opportunities equally across Clackamas County residents and to encourage minority and veteran participation in the bond projects.

The College has **adopted a goal of 10%** for participation of MWESB/V businesses in the Bond Projects' construction contracts. Additionally, the College encourages Clackamas County business participation. All proposers will be expected to seek MWESB/V participation and demonstrate good faith efforts in doing so. **Refer to Exhibits J and K.**

All MWESB firms must be certified by the Office of Minority, Women, and Emerging Small Business (OMWESB). For more information, please reference:

<http://www.oregon4biz.com/How-We-Can-Help/OMWESB/>.

For certified Oregon veteran owned firms, please reference:

<http://www.veteranownedbusiness.com/or>.

1.19 Prohibited Interests

No official of the College who is authorized in such capacity and on the behalf of the College to negotiate, make, accept, approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the furnishing of items or service for the College, shall become directly or indirectly interested personally in this contract or any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the College who is authorized in such capacity and on behalf of the College to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction or in any part thereof, items, contract, subcontract, insurance contract, or any other contract pertaining thereto, shall become directly or indirectly interested personally in this contract or any part thereof.

1.20 Reservations

The Board of Education of Clackamas Community College herein expressly reserves the following rights:

1.20.1 To negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the College. The College does not intend to award a

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contract solely on the basis of any response made to this request for proposals or in any way to pay for information solicited or obtained. The information obtained will be used in determining what seems to best serve the interest of the College.

- 1.20.2 To reject any or all proposals as permitted by Oregon Statute, Oregon Community College Rules of Procurement, or Administrative Rule.
- 1.20.3 To consider the competency and responsibility of bidders and of their proposed subcontractors in making the award.
- 1.20.4 In the event any bidder or bidders to whom the contract is awarded shall default in executing said formal contract or in furnishing a satisfactory Performance Bond within the time and in the manner herein specified, to re-award the contract to another bidder or bidders as provided by statute.
- 1.20.5 In the event only one proposal is received, the Purchasing Agent may, at their election, return the proposal unopened.
- 1.20.6 To make the award based on its best judgment as to which contractor will provide services which best meets the College's needs and expectations.
- 1.20.7 To make such changes or corrections in plans, specifications, or quantities as it may deem necessary prior to the proposal opening. Contractors will be notified of such changes in writing by addenda mailed and/or emailed to the address on file in the College's Purchasing Department.
- 1.20.8 To cancel the contract upon written notice at any time the College, in its sole judgment, determines that the contractor is not meeting the needs of the College.

1.21 Incurred Costs

Neither the College nor its Board of Directors is liable for any costs incurred by a contractor in the preparation of the RFP or attending an oral interview.

1.22 Protest Procedures**1.22.1 Solicitation Protest**

Prospective contractors may submit a written protest, or request for change, of particular solicitation provisions, specifications, or contract terms and conditions to the college no later than seven calendar days prior to the close of the solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provisions, specification, or contract terms and conditions. No protest against selection of a contractor or award of a contractor contract because of the content of solicitation provisions, specifications, or contract terms and conditions shall be considered after the deadline established for submitting such protest.

1.22.2 Selection Protest

Every contractor who submits a bid in response to an RFP shall be informed of the proposer to whom the contract has been awarded. A contractor, who has

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submitted a bid and claims to have been adversely affected or aggrieved by the selection of a competing contractor, shall have seven calendar days after receiving the notice of selection to submit a written protest of the selection to the College Purchasing Agent. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked contractor eligible for selection, i.e., the protester must claim that all other contractors were ineligible for selection because their bids were non-responsive or the contractors non-responsible.

The College shall not consider a selection protest submitted after seven calendar days from the notice of selection.

1.22.3 Protest Review

The Purchasing Agent shall have the authority to settle or resolve a written protest submitted in accordance with sections 1.22.1 and 1.22.2. The Purchasing Agent shall promptly issue a written decision.

1.22.4 Protest Submission

All protest submissions shall be clearly identified and submitted in writing to:

Elizabeth Cole, Purchasing Agent
Barlow Hall – Business Office
Clackamas Community College
19600 Molalla Avenue
Oregon City OR 97045
Phone 503-594-3086

1.23 Performance and Payment Bonds

A performance bond and payment bond in the amount of the full contract price must be issued by a surety company or companies holding a certificate of authority to transact surety business in Oregon as defined in ORS 279C.380.

Provide the cost of the 100% Payment and Performance Bond as a percent of the cost of the work.

Refer to Exhibit G: AIA A133-2009 Standard Form of agreement between Owner and Construction Manager as Contractor where the basis of payment is the Cost of the Work Plus a fee with a Guaranteed Maximum Price (w/modifications); **Article 8 Insurance and Bonds.**

1.24 Insurance Requirements

1.24.1 Contractor shall secure, at Contractor's expense, and keep in effect during the term of any Contract, **Worker's Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.

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1.24.2 Contractor shall secure, at Contractor's expense, and keep in effect during the term of any Contract, occurrence form commercial **general liability and automobile liability insurance** for the protection of Contractor, College, its Board of Directors, officers, agents, and employees. Coverage shall include personal injury, bodily injury (including death), and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than Two Million dollars (\$2,000,000.00) combined single limit per occurrence and in an amount not less than Three Million dollars (\$3,000,000.00) aggregate for General Liability.

Combined single limit of not less than One Million dollars (\$1,000,000.00) for each accident for bodily injury and property damage for owned, leased or hired vehicles for Automobile Liability insurance.

1.24.3 Contractor will be required to provide College with evidence of **professional errors and omissions liability insurance** for the protection of Contractor and its employees, insuring against bodily injury and property damage and arising out of or resulting from Contractor's negligent acts, omissions, activities or services, in an amount not less than One Million dollars (\$1,000,000.00) combined single limit per occurrence and in an amount not less than Two Million dollars (\$2,000,000.00) aggregate for professional liability. Such insurance shall be endorsed to include contractual liability.

1. If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months, or the maximum time period available to the Contact in the marketplace if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Agreement expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. Evidence of suitable coverage will be a condition of official acceptance and payment under the Agreement.

1.24.4 CCC shall maintain in force, at its own expense, **Builder's Risk insurance** in accordance with its intergovernmental agreement with the State of Oregon. Proposer shall define additional requirements or riders they will require from the Owner to meet their Company's insurance coverage for this insurance.

1.24.5 **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to Clackamas Community College.

1.24.6 **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor will be required to furnish acceptable insurance certificates to Clackamas Community College prior to issuance of a Notice to

Section 1: General Information

Proceed. The certificate will specify all of the parties who are Additional Insured. Insuring Companies or entities are subject to Clackamas Community College acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to Clackamas Community College. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

1.25 Other Government Agency Participation

Section not used.

SECTION 2. SCOPE OF WORK

2.1 Background

Clackamas Community College (CCC), founded in 1966, is a values-driven, student-centered organization whose mission guides its collective decision making. Over 90 career and technical programs are offered, including associate degrees, college transfer degrees, career technical education, literacy/basic skills, community education, business training, and partnership for four-year degree completion programs. The CCC main campus is in Oregon City with branch campuses in Milwaukie and Wilsonville.

The goal of the **New Student Services Building and Bill Brod Community Center "Refresh" project** is to create a campus gateway, providing a welcoming orientation and crossroads for students and the community to come together. The new Student Center will provide an effective blend of student services, study spaces, informal gathering/social areas, and meeting rooms. The existing Bill Brod Community Center's student life program spaces (ASG, Cougar Cave, student clubs, etc.), bookstore, cafeteria and multipurpose boardroom will be "refreshed" to improve an out of date environment, lack of natural light, lack of integrated technology, and wayfinding. The New Student Services Building will be Phase 1 of an anticipated Phase 2 (future bond project); Architect will develop Phase 2 through schematic design only.

In November 2014, Clackamas Community College District voters approved a \$90 million-dollar bond for constructing four new buildings, providing remodeling and renovation to existing buildings, and addressing deferred maintenance items. The college also has \$32 million dollars in state match and \$5 million dollars is anticipated to be raised by the Foundation for a total of \$127 million dollars.

2.2 Introduction/Project Description

Clackamas Community College is soliciting proposals from Construction Managers/General Contractors (CM/GC) to provide CM/GC Services for a new 24,000 SF building to accommodate student services, study spaces, informal gathering/social areas, and meeting rooms and a "refresh" of the existing Bill Brod Community Center's student life program spaces (ASG, Cougar Cave, student clubs, etc.), bookstore, cafeteria and multipurpose boardroom.

The CM/GC Services are for the benefit of the College. Required services will include the review of 100% schematic design and design development documents, providing cost estimating, alternative design analysis, preparing construction estimates, developing schedules, construction phasing planning, bid package recommendations, quality control review, assisting the Architect in development of the contract documents, etc., and other assistance as identified in the RFP. This project will involve working and coordinating with the campus services, inici group (Program and Construction Services Project Manager), Opsis (Architect), faculty, and students.

Section 2: Scope of Work

The ability to maintain ongoing campus operations during all phases of construction is a crucial element to the success of this project. The CM/GC being experienced in maintaining the highest level of public safety at all times is a mandatory requirement.

2.3 Scope of Work

The CM/GC firm will consult, advise, assist, and provide recommendations to the Owner, Program Manager, and Design Team as required. The following services will be required, but will not be limited to those defined below and the services requested in the Exhibit D CM/GC Fee Proposal:

2.3.1 Pre-Construction Services

For pre-construction services, the CM/GC team shall attend weekly design meetings. It is expected that the CM/GC team will estimate the number of staff and their hours per week with the Design Team (Architect and consultants, Owner and Program Manager) to participate in design coordination assistance. CM/GC will determine who on its team shall attend these meetings to provide required coordination and completion of the services as defined in CM/GC RFP.

1. Advise, assist, and provide recommendations to the Owner and the Design Team on all aspects of the planning design of the work.
2. Provide constructability recommendations on construction to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimate of alternative design or materials, preliminary budgets and possible economies.

2.3.2 Schematic/Design Development Document Review Phase

1. Provide review of 100% schematic and design development documents prepared by Architect and their Design Team and provide constructability input and advice on construction feasibility, alternative materials, and availability.
 - a. Review 100% schematic design cost estimate by Owner's cost estimator.
2. Provide suggestions and/or modifications for cost savings opportunities of in-progress design documents.
3. Prepare a **preliminary project schedule** for Design Team, Owner, and Program Manager's review. At DD, complete a bid package recommendation and schedule for completion of bid packages for bidding to be managed by the CM/GC. Confirm bid packages dates and scope of work to address the market pressures and phasing plan schedule for construction.
 - a. The CM/GC will coordinate and integrate the preliminary project schedule with the service and activities of the Design Team, Owner and Program Manager. As design proceeds, the CM/GC will update the preliminary project schedule to indicate proposed activity sequences and durations, and milestone dates.

Section 2: Scope of Work

4. Prepare a detailed cost estimate of the 100% DD documents with supporting data for review by Architect, Owner, and Program Manager.
 - a. Advise/recommend value engineering opportunities with Architect, Owner and Program Manager. Prepare and manage a decision tracking log of VE options with recommendations for Owner and Program Manger's review.

2.3.3 Construction Document Review Phase

1. Provide review of contract documents at 100% CD prepared by Architect and their Design Team for constructability.
2. Provide alternative design review and/or assessment of all contract documents including mechanical, electrical, structural, civil, landscaping, etc.
3. Suggest modification to improve completeness and clarity to reduce future change requests due to inconsistencies or omissions in the construction documents.
4. Provide detailed project schedule.
 - a. Prepare and update monthly.
 - b. Coordinate and integrate the project schedule with services and activities of the Owner and other project team members (i.e. proposed activity sequences and duration, milestone dates for receipt and approval of pertinent project information, submittal of GMP proposal, preparation and processing of submittals, etc.). Incorporate CCC academic calendar schedule to assist in planning and reduce impacts to College operations.
5. Provide construction limits plan and site logistics (traffic/pedestrian access) plan for the building and Transit Center, parking lot, shared path, and roadway; identify proposed phases. Coordination with CCC will be required to ensure pedestrian safety and existing facilities protection. Include plan for CM/GC workforce and tradespersons to park and have safe access to all work areas.
6. Identify vision/plan for subcontracting opportunities for MWESB participation per 1.18 Workforce MWESB/V Participation goals; opportunities to support CCC's Workforce SAIL and BOAT programs.
7. Coordination with Authorities Having Jurisdiction (AHJ's): Clackamas County, City of Oregon City, DEQ, etc., will be required during the project. CM/GC shall provide coordination services with the different agencies to complete this project.

2.3.4 Construction Document Phase Cost Estimating

1. Prepare a detailed cost estimate of the 100% CD documents with supporting data for review by Architect, Owner, and Program Manager. Concurrent with review of contract documents (2.3.3, item 1).
2. Advise/recommend value engineering opportunities with Architect, Owner and Program Manager. Prepare and manage a decision tracking log VE options with recommendation for Owner's approval or rejection.

Section 2: Scope of Work

3. CM/GC will work with the Architect, Owner, and Program Manager to develop a GMP within the Target GMP range and within the Owner's project schedule.
4. Provide input to the Owner and Program Manager regarding the current construction market bidding climate, status of the sub-contract market, and other local economic conditions.
5. Provide input and recommendations to the Owner and Program Manager regarding long lead time materials and equipment, impact on the construction schedule, and strategies for mitigation. Provide solutions to complete early work or make ready work for this project which benefit the project schedule.
6. Identify critical elements of the Work that may require special procurement processes 30 days in advance of schedule milestones, such as prequalification of Offerors or alternative contracting methods.
7. The CM/GC will seek to develop subcontractor and supplier interest in the Project, consistent with applicable legal requirements, and will furnish to the Owner, Program Manager, and Architect a list of possible subcontractors and suppliers, including suppliers who may furnish materials or equipment fabricated to a special design, from whom competitive bids, quotes or proposals (collectively, "offers") will be requested for each principal portion of the Work. Submission of such lists is for information and discussion purposes only and not for prequalification.

2.3.5 Construction Phase Services

It is anticipated that GMP will be requested following completion of the Construction Documents phase. The established GMP will be the maximum amount paid for the construction of the facility. Acceptance of the GMP by contract amendment will constitute completion of pre-construction services and that GMP Amendment will initiate construction period services for the Project. At the time of execution of the GMP Amendment, the CM/GC will be required to submit a 100% performance and payment bonds for the completion of the Project.

The CM/GC will provide to the Owner additional or replacement bonds at the time of execution of any subsequent Early Work or GMP Amendment prior to execution of the Amendment and the supplying of any labor or materials for the execution of the Work covered by the Amendments, and in a sufficient amount so that the total bonded sum equals or exceeds the total amount of the Early Work or GMP. In the event of a scope change that increases the Early Work or GMP, the CM/GC will provide to the Owner an additional or supplemental bond in the amount of such increase prior to performance of the additional work. Construction Phase Services will include Construction Management Services (2.3.3) performed during the Construction Phase.

2.3.6 Construction Management Services

1. Prepare GMP cost documents proposal for contracting CM/GC services.

Section 2: Scope of Work

2. Implement the contracting plan developed as pre-construction services work; solicit and conduct competitive sub-contractor bidding.
3. Provide overall management and coordination for completion of the project and maintain the following:
 - a. Full-time site superintendent (on site).
 - b. All necessary (agreed to by contract) support staff on the job site to coordinate and manage project construction.
 - c. Coordinate site utilities and services.
 - d. Leadership of Owner/Architect/Construction meetings; meeting minutes are required and should include (but not be limited to) Safety/Logistics, permitting/AHJ status, quality assurance and quality control information, special inspection status, RFI and submittal logs, change order logs, 5-week look ahead schedule, and any other work in progress information.
4. Establish an effective quality control plan.
 - a. Completed inspection and documentation of work as it is being performed to assure the material furnished and quality of work performed is in accordance with construction documents.
 - b. Establish process to manage any subcontractor who is not performing in accordance with project requirements; for budget control, on-time schedule performance, safety, and/or quality control.
 - c. Provide value engineering (VE) services ongoing throughout the Project; the CM/GC will provide leadership in the VE effort.
5. Monitor and maintain project construction schedule.
6. Implement and monitor an effective system for project cost control, provide monthly reports of actual costs, buy out costs pending, contingency status, and work progress as compared to cost estimates by Division and Bid Packages and scheduled work in progress.
 - a. Provide supporting information for any variances as requested by the Owner, Program Manager, and Architect.
 - b. Maintain cost accounting records and provide Owner and Program Manager with access to these records.
7. Monitor work of subcontractors and coordinate project work with activities and responsibilities of Owner, Program Manager, Architect, and CM/GC to complete the project in accordance with the Owner's objectives of budget, schedule, and quality.
8. Schedule and conduct Owner, Program Manager, Architect, and General Contractor (OAC) meetings; take and prepare minutes and distribute meeting records. Organize and lead task force meetings called to address critical project issues that require resolution.
9. Implement procedures for timely and accurate processing of shop drawings, prepare full submittal log within one (1) month of contract for distribution, and prepare other project documents.
10. Establish a job-site safety program and manage the implementation of the program throughout construction.

Section 2: Scope of Work

11. Provide close-out services as construction work is complete, including but not limited to:
 - a. Perform necessary work to satisfy Owner and Program Manager that the project is completed as designed before the project is deemed substantially complete.
 - b. Manage the documentation and complete punch list items within 45 days.
 - c. Coordinate and expedite submittal of record documents.
 - d. Provide final report of all construction costs and assist the Owner and Program Manager in final audit of all cost and all supporting documentation.
 - e. Coordinate and implement commissioning, training, and completion of as-builts.
 - f. Provide Owner Manuals and warranty documentation.

2.4 Anticipated Project Timeline

- | | |
|---|-----------------------|
| 1. SSCC CM/GC RFP Issued | June 2019 |
| 2. SSCC 100% DD Documents | August 2019 |
| a. Owner, inici detailed review and sign-off | |
| b. CM/GC identify bid packages, long lead-time items and material availability. | |
| 3. SSCC 100% CD | January 2020 |
| 4. SSCC Bidding/Permitting | February – March 2020 |
| 5. SSCC Mobilization | March 2020 |
| 6. SSCC Construction Start | March – April 2020 |
| 7. SSCC Occupancy | May – June 2021 |
| 8. SSCC Closeout | May – July 2021 |

2.5 Estimated Budget

- | | | |
|--|---------------------|--------------|
| a. Student Services Building: | Direct Construction | \$13 Million |
| b. Bill Brod Community Center "Refresh": | Direct Construction | \$ 2 Million |

Section 3: Proposal Specifications**SECTION 3. PROPOSAL SPECIFICATIONS****3.1 Submission Requirements**

Please provide the information specified below. Additional information is welcome but not required. The total length of the proposal, including attachments, should not exceed **20 double-sided pages** (total of 40 written pages) including pictures, charts, graphs, tables and text the proposer deems appropriate to be part of the proposer's response. Resumes of the key team individuals proposed to be involved in this project, along with a transmittal letter, table of contents, front and back covers, and blank section/numerical dividers, etc., will not be counted in the 20-page limit.

3.1.1 Information Required**1. Cover Letter (Pass/Fail)****a. General Contractor**

- 1) Provide name, address, telephone number, fax number, email, website, and **CCB number** for the prime firm.
- 2) Provide single point of contact with phone number and email address.
- 3) Number of years the Contractor has been in business.

2. Company Profile Information (Pass/Fail)

- a. Provide a brief description of the company's history and number of years in the Construction business.
 - 1) Annual construction revenue in dollars.
- b. Provide confirmation of your company's **ability to respond** to CCC project timeline requirement.

2. Financial Strength and Responsibility (Pass/Fail)

- a. Evidence of the capability to provide a surety bond in the amount of **\$15 million**. This evidence shall be in the form of a letter from a licensed bonding company or an agent of the bonding company.
 - 1) Claims History: Claims filed against company, third party claims, etc. within the last 5 years.

3. Proposed Responder's Project Team (20 points)

- a. Contractor's Organizational structure for each Phase
 - 1) Pre-Construction
 - 2) Sub-Contractor bid and award
 - 3) Construction
 - 4) Project Closeout
- b. If the respondent is a collaboration of firms, describe organizational structure of the team. Provide the following:

Section 3: Proposal Specifications

- 1) Team resumes (key team members only), including job title/role, education, field of study, degree(s), professional registrations, certifications, professional memberships, CM/GC and higher education project experience.
- c. Matrix of which staff members have worked together on previous projects, indicating project names and dates.
- d. Describe company's Workforce Equity philosophy; MWESB/V participation track record.

The College may elect to request changes in Contractor team if Clackamas Community College thinks it will benefit the project.

The Responder's proposed team members shall remain the same for the project duration unless approved through written request to Clackamas Community College.

4. **Responder's Relevant Project Experience (30 points)**
 - a. Provide experience in the successful completion of **educational building and/or multiple building campuses similar** in scope and size that best illustrates the Responder's experience and capabilities. Include at least three (3) similar projects **completed in the last eight (8) years**.

Provide information in **Exhibit C: Related Project Experience Matrix**

Note: Responder **must use** the attached **Exhibit C matrix template**.

5. **Responder's Approach Work Plan/Quality Control (30 points)**

Describe the Responder's proposed quality control philosophy, including the following:

Pre-Construction Services Approach/Work plan

- a. Describe how services will be provided specific to budget estimates, methods of cost control, scheduling, project construction phasing and methodology for value engineering.
- b. Describe quality control program and processes.
 - 1) How will you assist the design team with constructability methods?
 - 2) Review of building systems
 - 3) Commissioning program
- c. Provide information regarding firm's safety record and describe the specific safety measures/plan to be used for this project to protect personnel and the public.
 - 1) Provide Safety Program

Section 3: Proposal Specifications

- d. Describe approach and logistic plans to manage construction activities while CCC continues to maintain an operational campus with public safety and campus accessibility defined as a high priority.
 - 1) What practices will be used to minimize disruption of existing campus buildings and facilities? **Refer to Exhibit L: Oregon City Campus Map.**

Construction Management Services

- a. Describe management philosophy to integrate into the design team.
 - 1) Communication
 - 2) Documentation processing
 - 3) Maintain good relations with Owner and community partners.
- b. Describe approach and strategy to maintain cost control. Provide example of challenge and resolution.
 - 1) Firm's process for managing change orders and claims, including efforts to minimize both.
- c. Describe opportunities for expediting work in an effort to hedge against rising escalation costs, tariffs, and the current Pacific Northwest construction market.
- d. Describe approach to managing subcontractors in terms of adhering to project schedules, quality control, manpower requirements, and project submittals.
- e. Describe your company's Project Closeout Process
 - 1) Punchlist
 - 2) Performance of corrective work
 - 2) Commissioning
 - 4) Training
 - 5) Owner Manuals (O&Ms) & Training.

6. Responder's CM/GC Services Fee (20 points)

Provide cost of CM/GC services for Pre-Construction, CM/GC and all-inclusive General Conditions cost estimate that will be incorporated into the contract.

Provide information in **Exhibit D: CM/GC Fee Proposal Form.**

Note: Responder **must use** the attached **Exhibit D template.**

7. Responder's References (Pass/Fail)

- a. Provide references from three (3) Owners and two (2) Sub-Contractors to be used as references for this project. References must currently be in business.

Section 3: Proposal Specifications

- b. The individual(s) identified must have had direct contact with the referenced project. Confirm the phone number is current. Contractor team members (sub-consultants) may not be included as references.

Note: Clackamas Community College will check these references and/or may check with other references associated with the past work of your firm. Clackamas Community College will evaluate this information and any other independently obtained references that can provide background on your firm. The results obtained from these and any other reference checks will be assessed in determining the final selection of the Contractor team.

- c. Include the following for references' contact information:
 - 1) Name and Title
 - 2) Business/Cell Number (current)
 - 3) Email Address

3.1.2 Submission Format

Cover Sheet**Index****Cover Letter****Tab/Divider 1****Company Profile Information**

- a. Company's ability to respond/commitment
- b. Annual construction revenue
- c. Financial Strength and Responsibility

Tab/Divider 2: Responder's Project Team

- a. Contractor's Organizational Structure for each phase
- b. Key Personnel
- c. Matrix of which staff members have worked together on previous projects
- d. Team resumes
- e. Workforce Equity Program

Tab/Divider 3: Responder's Relevant Experience

- a. Overview of firm's experience
- b. Exhibit C: Related Project Experience Matrix

Tab/Divider 4: Responder's Approach/Work Plan/Quality Control

- a. Pre-Construction Services Approach/Work Plan
- b. Construction Management Services Approach

Section 3: Proposal Specifications**Tab/Divider 5: Responder's CM/GC Services Fee**

- a. Exhibit D: CM/GC Fee Proposal Form

Tab/Divider 6: Responder's References**Tab/Divider 7: Attachments**

- a. Exhibit A: Signature Sheet
- b. Exhibit B: Certification of Non-Discrimination

Proposer's information must be presented in format order noted above and all matrixes and/or forms must be used as graphically issued and filled out completely.

Incomplete proposal will not be reviewed and will be rejected.

3.2 Confidential Information

The proposal must identify any confidential information that the Responder contends is exempt from disclosure under ORS 192.501 or 192.502. The College will endeavor in good faith to honor appropriate requests for exemption from disclosure, but the College reserves exclusive discretion to determine whether information qualifies for a statutory exemption. The College's obligation under this Section shall survive the selection of the Contractor.

Section 4: Evaluation/Selection Process**SECTION 4. EVALUATION CRITERIA/SELECTION PROCESS****4.1 Evaluation Process**

This RFP **will** use a **two-step process** to select a CM/GC Contractor shortlist for this project.

4.1.1 The **first step**: Evaluation of submitted proposals by the Clackamas Community College and Program & Construction Project Management team.

4.1.2 The **second step**: A short-list of most qualified CM/GC Contractors will be invited for interview. Interview specifics and requirements will be given to short-listed Contractors invited for interview.

4.2 Evaluation Criteria

Considerations for determining whose RFP is the **most qualified and advantageous** to CCC are based on the evaluation of value, quality, schedule, and experience **meeting criteria for each section outlined in the CM/GC RFP**. The evaluators will consider which proposers meet the following criteria in comparison to other Responders.

4.2.1 Experience with constructing buildings in a multiple-building setting or similar building in size and scope outlined in this CM/GC RFP.

4.2.2 Project experience of key personnel, including project manager and site superintendent along with those sub-consultants/sub-contractors proposed to be assigned to this project.

4.2.3 The merits of the Responder's plan for providing services to the College.

4.2.4 References from clients for which the Responder or members of the Responder's project team have provided similar contractor services.

4.3 Clackamas Community College's Rights

The College retains exclusive discretion and reserves the right to determine the following:

4.3.1 Whether the response is complete and complies with the provisions of the RFP;

4.3.2 Whether a Responder will be interviewed by the selection committee;

4.3.3 Whether to seek clarifications of each proposal or request additional information necessary to permit the College to evaluate, rank, and select the most qualified Responder;

Section 4: Evaluation/Selection Process

- 4.3.4 Whether a short list of qualified Responders should be created; and
- 4.3.5 Whether the evaluation committee should reconvene and collectively review the scoring, marking changes as the evaluation committee deems appropriate.

4.4 Scoring Process

Each of the evaluation criteria has been assigned a weighted number. Members of the evaluation committee will separately score each proposal in each of the evaluation criteria.

The evaluation committee will meet and discuss the individual evaluation committee member’s score. The committee will discuss firm strengths and weaknesses and the individual evaluation committee member scorings. The evaluation committee’s discussion will result in the consolidated short list from which the finalists for interviews will be selected for step three of the selection process.

4.4.1 Summary of Scored Evaluation Criteria

Scored Evaluation Criteria

- a. Responder’s Project Team Key Personnel 20 Points
- b. Responder’s Relevant Project Experience 30 Points
- c. Responder’s Approach/Work Plan/Quality Control 30 Points
- d. Responder’s CM/GC Services Fees 20 Points

Total Points 100 Points

Non-Scored Evaluation Criteria

- a. Cover Letter Pass/Fail
- b. Company Profile Information Pass/Fail
- c. Financial Strength and Responsibility Pass/Fail
- d. Responder’s References Pass/Fail

4.5 Interview

4.5.1 Short-listed firm’s interview team should include a maximum of **five (5) project team members**. It is recommended that the following attend the interview:

- a. Owner or Company Manager responsible for the project
- b. Proposed Project Manager (day-to-day contact)
- c. Proposed Site Superintendent
- d. Determined by the Responder
- e. Determined by the Responder

4.5.2 Interviews will be scheduled for a total of **45-minutes**. Include a 30-minute **presentation by the Responder** highlighting the following:

- a. Responder firm’s attributes to be selected for this project

Section 4: Evaluation/Selection Process

- b. **Quality control** and management of project schedule
- c. Construction cost management and procurement strategies
 - 1) Strategies to deal with current construction market
 - 2) Strategies to deal with potential tariffs
- d. **Phasing and Logistics** plan for SSCC project
- e. Similar projects and "**Lessons Learned**"

Interview will allow the CM/GC team to highlight their proposal as well as respond to additional questions or information requested in advance by the evaluation committee, and then a separate 15-minute Q&A session. Clackamas Community College will use the information presented during the interview to further evaluate the proposer's qualifications and abilities.

- 4.5.3 After all of the interviews and committee discussions are completed, the evaluation committee will select the Apparent Successful Proposer based on all information received, presented, found, and heard. Clackamas Community College will then negotiate with the Apparent Successful Proposer the price and specific statement of work of a contract. If Clackamas Community College and the Apparent Successful Proposer are unable to reach agreement, Clackamas Community College will negotiate with the second-ranked proposer, etc.