



**LOGOS PUBLIC CHARTER SCHOOL  
REQUEST FOR PROPOSALS**

**DESIGN-BUILDER**

**WITH A GUARANTEED MAXIMUM PRICE  
For Career Technical Education and Storage Building**

LOGOS PUBLIC CHARTER SCHOOL

1203 N. Ross Lane  
Medford, OR 97501

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OWNER AND DESIGN-BUILDER**

**Request for Proposal**  
**For DESIGN-BUILDER for Logos Public Charter School**  
**Career Technical Education and Storage Building**  
**Medford, Oregon**

**SECTION I: GENERAL INFORMATION**

The Logos Public Charter School (Owner) solicits proposals for a firm interested in providing Design-Builder (DB) services, as that term is defined in OAR 137-049-0610, for the Logos Public Charter School Career Technical Education & Storage Building. Proposals shall be received per the following:

**1. PROPOSAL DUE DATE:** March 2, 2021 at 2:00 pm PT

**Logos Public Charter School**  
Attention: Sheryl Zimmerer, Executive Director  
1203 North Ross Lane  
Medford, Oregon 97501

**2. DB APPROACH:**

The Owner has chosen the Design-Builder project approach over the traditional design-bid-build delivery system in order to allow the Owner to award a bid based on factors not limited to the lowest price and to obtain the earliest occupancy of the Owner, at a Guaranteed Maximum Price (GMP). In addition, the DB approach allows the Owner to manage a single award contract and provides for collaborative problem-solving and innovation. It is the intent of the Owner to enter into a contract with the selected DB which will include construction services and providing or obtaining design services.

**4. MINIMUM PRE-QUALIFICATIONS FOR DB FIRMS:**

Certain minimum qualifications have been established in order for the proposers to be considered for the contracts described in the RFP.

4.1. Proposer shall have five (5) or more years continuous experience as a currently incorporated construction firm that has completed at least five other projects of comparable size, cost and complexity during that time.

4.2. Proposer shall be capable of providing a performance bond and a payment bond each in a sum equal to the contract price for the project.

4.3. Proposer shall have key personnel available to the Owner for the time and magnitude of the project throughout its duration. Key personnel assigned to the project shall maintain their assigned position throughout the project unless requested to be removed by the owner or unless otherwise approved by the owner.

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

nonresponsive to this RFP and may be subject to disqualification from further consideration at the Owner's discretion.

**5. RFP METHOD:**

The Owner will use the Request for Proposal (RFP) procurement method. The process has several major components, including, but not limited to,:

- 1) RFP Public Notice;
- 2) Question / Answer Period;
- 3) Receipt of Proposal Response;
- 4) Proposal Evaluation;
- 5) Competitive Range Determination;
- 6) Interviews, Revised Proposals and Evaluation;
- 7) Recommendation to the Board and Board Approval;
- 8) Intent to Award; and
- 9) Contract Negotiation.

**6. EVALUATION FACTORS:**

Design-Builders responding to this RFP will be evaluated on several factors as set forth therein, including, but not limited to, proposed design, fee, qualifications, prior experience, proposed cost control approach, proposed schedule, and overall project approach for the complete work.

**7. RFP CONTACT:**

Questions, interpretations or clarifications of this RFP must be requested in writing via email to [admin@logoscharter.com](mailto:admin@logoscharter.com)

**8. RFP DOCUMENTS:**

A copy of this RFP and other information can be found at the Logos Public Charter School (LPCS) website at <http://www.logoscharter.com/RFP>. It is the sole responsibility of each proposer to make certain all RFP documents have been viewed. This RFP and all corresponding documents will be included as exhibits for the actual contract for this project.

**9. INFORMATION OF RECORD:**

The official source of information for this project is Sheryl Zimmerer, Executive Director, at Logos Public Charter School.

## **10. ADDENDA:**

It is the Proposer's sole responsibility to check the LPCS website at: <http://www.logoscharter.com/RFP> for any addenda information.

## **11. OWNER'S RIGHT TO CANCEL PROCESS OR REJECT PROPOSALS:**

The Owner may cancel a solicitation process, or reject any proposal in whole or in part when it is in the Owner's best interest as determined by the Owner. This may include rejecting any proposal not in compliance with all prescribed public contracting procedures and requirements, and for good cause, rejection of all proposals upon a finding that it is in public interest to do so. If the Owner chooses to reject the proposal in part, it may, in certain instances provide notice of any correction or modification to prospective DB firms who originally submitted proposals, solicit supplemental information from them, and set an expedited deadline for their supplemental submissions. Any modification of Owner provided forms may result in proposal rejection.

## **SECTION II: OVERVIEW OF PROJECT**

The Logos Public Charter School is undertaking the construction of a Career Technical Education and Storage Building that will be located at 1203 North Ross Lane, Medford, Oregon.

The Owner's Program for the Project consists of:

- a one-story building encompassing approximately 1,500 square feet.
- The building should be designed and constructed to provide 70% career technical education services and 30% storage.
- There should be garage access doors for both services.
- The building should be designed and constructed in a manner which matches the Owner's existing educational and administrative building as to both material and appearance.
- The building will be located on the southeast corner of the property at 1203 N. Ross Lane where utilities are currently stubbed in.

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

### **1. PROJECT COMPONENTS:**

In general, the Logos Public Charter School Career Technical Education and Storage Building project may include the following components:

- 1.1. The DB will be responsible for the design and construction of all systems required for the completion of the project. These systems shall include, but not be limited to, plumbing, HVAC (heating, ventilating and air conditioning), electrical, fire sprinkler and all other manner of interior and exterior finish systems.
- 1.2. All site improvements.
- 1.3. New building construction.

1.4. All interior and exterior finish systems.

## **2. CONSTRUCTION BUDGET:**

The construction budget will not exceed \$210,000.00.

## **SECTION III: OVERVIEW OF SERVICES NEEDED:**

### **1. DB FUNCTION:**

The DB will coordinate and manage the design process and the construction process.

The DB shall be skilled in providing design, developing schedules and preparing accurate construction cost estimates. In addition, the DB shall be skilled in performing value engineering, analyzing alternative designs, costs and constructability issues, studying labor conditions, understanding construction methods and techniques, and coordinating and communicating these activities through the design and construction phases to all members of the Project Team. The DB shall be familiar with the local labor and subcontracting market. The DB must be skilled in the design/build delivery system and will lead and coordinate the design/build requirements associated with this project in terms of the building, plumbing, HVAC, electrical and fire sprinkler systems. The DB will be responsible for the design and construction of the project with an emphasis on quality, durability, energy efficiency, low maintenance and other best-in-class modeling measures for similar facilities within the Medford 549c school district.

The DB will be responsible for engaging and contracting with appropriate subcontractors and subconsultants.

### **2. PRE-CONSTRUCTION PHASE:**

During the design phase, the DB shall create the design, analyze the design, recommend modifications for improving the constructability of the facility, and provide the Owner with the highest quality facility within the specified timeframes and budget. DB shall also be responsible for the plumbing, HVAC, electrical and fire sprinkler systems.

### **3. CONSTRUCTION PHASE:**

During the Construction Phase, the DB shall manage the construction, provide and pay for all materials, tools, equipment, labor, professional and non-professional services, and shall perform all other acts and supply all other items necessary to fully and properly perform and complete the work defined in the sample contract attached to this RFP. The DB shall manage those services defined in "DB Scope of Services" of this RFP and other services as may be contractually agreed upon between the DB and the Owner.

## **SECTION IV: DB SCOPE OF SERVICES**

The DB shall provide the services described in the sample contract document, DB Sample Agreement between Owner and Design-Builder where the basis for payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as well as the following:



## **1. DESIGN SERVICES**

- 1.1 Define program, space needs and project scope. This phase will involve meetings with school staff, students, parents, and community members for program development. For each component in the project, determine relationships of proposed new spaces to existing building and site.
- 1.2 Develop schematic designs for the building and site for the Owner's comment and approval.
- 1.3 Create detailed plans for building elevations, material selections, mechanical systems, plumbing systems, electrical/control systems and final design.
- 1.4 Provide energy modeling for mechanical and other buildings systems under consideration.
- 1.5 Prepare a final design plan based on the input received from the Owner.

## **2. PRECONSTRUCTION SERVICES:**

- 2.1. Manage design and construction planning for the work, selection of materials and systems, construction feasibility, materials and labor availability, time requirements, costs, alternative designs and materials, budgets and economics. Attend meetings with the Owner to be held at the Logos Public Charter School offices.
- 2.2 Prepare scheduling, cost estimates, value-engineering recommendations, review documents for constructability, and provide alternative options for sequencing of the work.
- 2.3 Provide estimating and cost control services. Provide recommendations to the Owner for keeping costs within the project budget. Prepare any required updated estimates and estimate reconciliations at major design milestones. Develop a project budget and reporting system and provide monthly cost status reporting, including cash flow projections.
- 2.4 Review documents for completeness, adequate detailing, compliance with program and adherence to codes or applicable agency requirements.
- 2.5 Implement a cost-loaded scheduling system for use during the preconstruction and construction phases.
- 2.6 Implement all long-lead procurement items and recommend and implement an early purchase phase project approach if warranted.
- 2.7 The project will be built under the jurisdiction of the Jackson County Building Department. The DB will submit for and obtain all required permits and retain copies for the Owner's permanent files. All plan check and building permit fees and any required System Development Charges will be paid by the Owner. All other permit fees (including but not limited to permit fees associated with plumbing, HVAC, electrical and fire sprinkler systems) will be applied for and paid for by the DB.
- 2.8 Perform labor, vendor and supplies analysis. Develop bid packaging strategy that encourages maximum participation by Minority and Women Owned Emerging Small Businesses

Enterprises; local contractors, subcontractors, vendors and labor resources as well as diversity of workforce. Implement a Bid process that conforms to the Owner's Requirements.

2.9 Plan for construction and prepare early bid packages for specific portions of the project, such as site improvements, foundation and structural framing, or other portions of work.

2.10 It is anticipated that the work of the Project Shall be divided into bid packages consisting of separate trade contracts, with the DB acting as the general contractor to these separate subcontractors. Recommend bid package strategy to the Design team. Perform subcontractor, supplier and labor analysis. Develop interest in the project and provide lists of possible subcontractors and suppliers. Encourage maximum participation by local contractors, suppliers, vendors, and labor resources. Develop a bidder prequalification process. Develop a Guaranteed Maximum Price proposal for the entire project.

2.11 Publicly advertise and competitively bid all the work of the Project to the subcontractors, as stated in the Special Provisions of this RFP and per public bidding requirements, including design/build subcontractor trades. The subcontracts will be between the DB and the subcontractors. The schedule for the Project will be guaranteed by the contract between the Owner and the DB. The contract and/subcontracts will contain liquidated damages provisions, in the event of late completion.

2.12 Distribute any bid documents and addenda prepared by the Owner. Include subcontract and bidding conditions particular to the DB's operations and in keeping with public contracting requirements. Facilitate bidder questions and responses. Conduct pre-bid conferences and site visits.

2.13 Prepare final construction estimates for each bid package before it goes to bid. Review and report on all bids comparing these final estimates.

2.14 Receive and publicly open all bids and conduct bid analysis. Award contracts. Conduct pre-construction conferences. Bid packages shall be bid and awarded in conformance with the State of Oregon public contracting code and Model Public Contracting Rules.

### **3. CONSTRUCTION PHASE SERVICES:**

The DB shall manage the construction, including, but not limited to, the following:

3.1. Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project.

3.2. Establish procedures for submittals, request for information, payment requests, change orders and other procedures. Develop and maintain logs, files and other documentation.

3.3. Develop, maintain and update the master schedule.

3.4. Conduct regular site progress meetings with the Owner on a weekly basis. All site meetings shall be scheduled to take place at 12:00pm PT on a day of the week that is designated by the Owner. Promptly produce, update and distribute minutes of all meetings.

- 3.5. Coordinate the work of subcontractors and vendors. Provide regular and on-going quality inspection, ensuring that the work complies with the contract documents and all applicable codes and regulations. DB, subcontractors and vendors shall not have direct, unsupervised contact with students.
- 3.6. Establish a change order processing system. The Owner expects a Guaranteed Maximum Price to include any contingency for the DB's use to cover cost considered reimbursable as cost of the work under the DB contract, and no change orders for that work would be necessary. Any change orders may include such things as changes in scope of work, systems, kinds and quality of materials, finishes or equipment at the request or upon approval of the Owner. No other change orders will be issued.
- 3.7. Establish and implement a detailed line-item schedule of values and cost reporting system that tracks and reports status of Subcontractor, vendor and supplier payments, change orders, contingency and overall project budget status.
- 3.8. Report progress of the work and recommend such action as may be necessary to keep the project on schedule and within budget. Review all subcontractor requests for time extensions and make recommendations to the Owner.
- 3.9. Establish a subcontractor payment process. Inspect and verify the status of work performed and materials stored, and certify all subcontractor payment requests. Use a cost-loaded CPM schedule for calculating subcontractor payments. Verify Compliance with prevailing wage rate requirements. Provide comprehensive Monthly Payment Reports, including cost status, quality control reports, RFI, submittal and potential change order status and status of outstanding issues.
- 3.10. Establish and maintain Quality Assurance/Quality Control (QA/QC) program.
- 3.11. Establish tracking of and participation of local subcontractors, vendors, suppliers and local labor force. Provide monthly summary reports in a format agreeable to the Owner.
- 3.12. Establish and implement Drug Testing and Safety Plans in accordance with State Law 279C.505.
- 3.13. Provide training to the Owner's operational and maintenance staff. Prepare Operations and Maintenance Manuals and As-Built Documentation marked up copies of the contract documents including drawings and specifications, as defined in the contract documents.
- 3.14. Work with the Owner, Owner's consultant (if any), to develop a detailed punch list for the site, building exterior and building interior. DB shall complete all punch list items to Owner's satisfaction prior to Owner occupancy.
- 3.15. Upon completion of the project, provide the Owner with a Final Report and Final GMP Reconciliation.
- 3.16. Prior to the end of 30 days after a certificate of occupancy is provided to the Owner, conduct a review meeting with the Owner to review whether it was actually in the best interest of the Owner to use the Alternate Contracting Method (DB) for the project.

3.17. Prior to completion of the one-year warranty period, conduct a review of the project with the Owner to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.

#### **4. COORDINATION OF CONTRACTS**

The above is considered a general overview of the scope of services expected from the DB, but is not intended to relieve the DB of professional responsibility to perform services in all areas necessary for the Owner to have a completed, fully operational Logos Public Charter School Career Technical Education and Storage Building on schedule and within budget, at the end of the contract term.

#### **SECTION V: PROJECT SCHEDULE:**

Preliminary Logos Public Charter School Career Technical Education and Storage Building Schedule:

RFP Proposals and Selection: 3/11/21

Design Finalization and GMP Determination: 4/15/21

Construction Commencement: 5/1/21

#### **SECTION VI: SPECIAL REQUIREMENTS**

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

##### **1. GMP DETERMINATION:**

It is the intent of the Owner to enter into a contract with the selected DB where the basis of payment is Cost of the Work plus a fee with a Guaranteed Maximum Price (GMP) for the entire scope of the work. Prior to the award of the contract, the DB shall provide the Owner with a GMP, which will include a detailed line item schedule of values of estimated design and construction costs, DB fees, and contingency costs. A full description of items that make up the GMP, including all details, will be required, consistent with the provisions of the contract. If the Owner determines that the project is to be completed in phases, it will notify the Contractor if it wishes the GMP to be set for each discrete phase.

The final construction cost shall be the GMP less any contingency costs that were **NOT** used. The DB will also provide the Owner with performance and payment bonds for the amount of the DB contract. Any amount that exceeds the GMP determination will not be paid by the Owner, unless the increase is a request of material change or scope of work change as agreed upon in writing. Once GMP is established any cost savings the DB realize in performing the work will accrue to the owner.

##### **2. CONTRACTOR PROVIDED OPPORTUNITIES:**

The selected DB will be required to develop a plan demonstrating good faith efforts to provide opportunities for local subcontractors, Minority and Women Owned Businesses and Emerging Small

Enterprises. The plan shall also include the DB's approach encouraging a diverse workforce. Local contractors are defined as contractors, subcontractors, vendors, and material suppliers residing and doing business within Jackson County, OR for at least the last 12 months. The DB will be expected to provide a monthly status report.

### **3. SUB-CONTRACTOR PROCESS:**

The process used to award design and construction contracts by the DB will be monitored by the Owner and the DB will issue status reports on a monthly basis. The DB will be required to follow these procedures:

3.1. The DB must publicly advertise for all sub-bid packages at least ten (10) days in advance of the bid closing date in publications of record.

3.2. The DB must publicly solicit, receive and open bids, and award contracts.

3.3. The bid opening will be attended by a representative(s) of the Owner and will be held at the Logos Public Charter School conference room located at 1203 North Ross Lane, Medford OR 97501.

3.4. All bids will be required to be written and submitted to a specific location at a specific time.

3.5. The DB must make a good faith effort to obtain at least three (3) bids for all sub-bid packages and all materials and equipment packages.

3.6. The DB must adhere to all public bidding requirements. The DB subcontracting and supplier records are considered public records, unless exempt. The DB must award the work of each sub-bid package, as well as materials and equipment packages to the lowest responsible bidder.

3.7. The DB must provide a summary of bids received per trade, which must be synchronized with the schedule of values and review all bids and summaries with the Owner.

3.8. If The DB cannot obtain three (3) acceptable bids, the DB will be required to provide a written explanation to the Owner and a recommendation for how the DB desires to proceed with awarding the work. The DB will be required to obtain written approval from the Owner to proceed with the award of a contract under these circumstances. If The DB 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 DB must submit the lowest price in order to be awarded a contract for this work. For these sub-bid, material and equipment packages, where the DB wishes to submit a competitive bid, bids will be delivered directly to the Owner, and the Owner Will administer and open these bids.

3.9. The DB will resolve any and all sub-contractor protests.

3.10. While the Owner has a strong desire to encourage opportunities for local contractors, suppliers, and labor resources, all work must be awarded under the bidding requirements described above.

## **SECTION VII: LEGAL INFORMATION**

### **1. CONTRACT FORMAT:**

The Owner will negotiate with the DB using a standard AIA Design-Build contract (Attachment D). The 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.

### **2. COMPLIANCE WITH LAW:**

All DB firms must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All firms shall be required to comply with ORS 656.017 regarding Workers Compensation. Firms are required to be registered with the State of Oregon Construction Contractors Board or the proposal will not be considered. No proposal will be received or considered by the Owner unless the proposal contains a statement as to whether the firm is a resident bidder as defined in ORS 279A.120. DB must have licensed design professional on staff or hire a licensed design professional for all design services.

### **3. PREVAILING WAGE RATES:**

Prevailing wage rates for public works contracts in Oregon are required for this Project. No proposal will be received or considered by the Owner unless the proposal contains a statement that the firm will comply with the provisions of ORS 279C.800 – 279C.870 or 40 U.S.C. 276a.

### **4. OWNERSHIP OF DOCUMENTS:**

All documents, reports, proposal submittals, design/build documents, working papers or other material submitted to the Owner from the DB shall become the sole and exclusive property of the Owner, the public domain (except for materials deemed to be excluded as trade secrets), and not the property of the DB firm. DB shall acknowledge that the design is a work for hire. The DB firm shall not copyright, or cause to be copyrighted, any portion of any said documents submitted to the Owner as a result of this solicitation.

### **5. PUBLIC RECORDS:**

Notwithstanding any requirements to make proposals open to public inspection, the Owner may withhold information exempt or conditionally exempt from disclosure under Oregon Public Records Law on the following conditions:

- 1) If the proposer reasonably believes there are any grounds for exempting information for disclosure under such law, they shall mark the information accordingly;
- 2) Many exemptions are conditioned upon official or judicial determinations. It shall be the Proposer's obligation to establish that the information is exempt from disclosure;
- 3) The proposer shall defend, indemnify, and hold the Owner harmless from any claim or administrative appeal, including costs, expenses and any attorney's fees, related to a request to disclose information which Proposer has labeled as confidential. The Owner will not keep confidential information about cost, price, and delivery, which may be open to public

inspection. Generally, any resulting contract is a public record. The Owner shall be entitled to use information which the Proposer has labeled as confidential, in whole or in part, for proposal evaluation and may make copies for this purpose. Any restrictions related to the information marked confidential do not apply if the Owner has the right to or has obtained the information from another source.

#### **6. NO GUARANTEE OF CONTRACT:**

This RFP for DB does not commit the Owner to award a contract and to pay any cost incurred by companies responding to the proposal. Any and all costs incurred by a prospective DB firm associated with the submission of a Proposal, interview, contract negotiation, and related expenses are solely the responsibility of that firm.

#### **7. MECHANICS LIENS OR STOP NOTICES:**

The resultant contract shall at all times indemnify and hold the Owner harmless from all claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration or installation of structures, improvements, equipment or facilities, and from the cost of defending against such claims, including attorney's fees and costs. DB shall submit conditional lien releases with each corresponding monthly payment application for subcontractor, material and equipment payments associated with the respective monthly payment application, as well as unconditional lien releases for payments that have already been issued prior to issuance of subsequent payments. These conditional and unconditional lien releases requirements also apply to the payments associated with any work, general conditions, etc. associated with the DB's corresponding payment applications. Owner reserves the right to issue joint checks to the DB and any subcontractor, material supplier, equipment provider or any other entity that submits preliminary lien notices.

### **SECTION VIII: PROTEST PROCESS**

#### **1. PROTEST OR PROCESS AND SOLICITATION:**

For public improvement contracts, prospective proposers may protest specifications or contract terms and conditions pursuant to OAR 137-049- 0260 (3), (4) and (5). Unless otherwise specified in the Request for Proposal, the protest shall be filed no later than 10 days before the proposal opening.

##### **1.1. PROPOSER'S WRITTEN PROTEST SHALL INCLUDE:**

- A detailed statement of the legal and factual grounds for the protest;
- A description of the resulting prejudice to the Proposer; and
- A statement of the desired changes to the contract terms and conditions, including any specifications.

##### **1.2. A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS;**

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

### 1.3. OWNER RESPONSE:

The Owner is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The Owner shall provide notice to the applicable Proposer if it entirely rejects a proposal. If the Owner agrees with the Proposer's request or protest, in whole or in part, the Owner shall either issue an addendum reflecting its determination under OAR 137-049-0260 or cancel the solicitation under OAR 137-049-0270.

### 1.4. EXTENSION OF CLOSING:

If the Owner receives a written request for change or protest from a Proposer in accordance with OAR 137-049-0260, the Owner may extend the RFP due date if the Owner determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the RFP Document.

## 2. PROTEST OF COMPETITIVE RANGE:

The Owner shall provide written notice to all Proposers identifying Proposers in the Competitive Range. A Proposer that is not within the Competitive Range may protest the Owner's evaluation and determination of the Competitive Range in accordance with OAR 137-049-0450.

## 3. PROTEST OF INTENT TO AWARD:

Anyone responding to the Request for Proposal who is not recommended for award by the evaluation committee may protest the recommendation, which is also the Intent to Award the Contract, to the School Board, in accordance with OAR 137-049-0450 (4), (5), (6), (7).

### 3.1. FORMAT:

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

### 3.2. TIMING:

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

### 3.3. OWNER RESPONSE:

When a protest is filed, the Owner shall prepare a written analysis of the protest, and make a recommendation to the School Board as to appropriate action to be taken.

### 3.4. THE GROUNDS FOR PROTEST ARE:

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



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

### 3.5. REVIEW OF PROTEST CRITERIA AND DECISION:

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

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

## **SECTION IX: RFP PROCESS**

### **1. RFP POSTED:**

Public Notice of the RFP will be published in appropriate publications.

### **2. WRITTEN QUESTIONS**

2.1. Questions regarding the information contained in the RFP must be submitted to the RFP Contact no later than **12:00 p.m. PT, February 19, 2021**. All questions must be **RECEIVED** by the specified date and time. No oral questions will be accepted. E-mail all questions regarding clarifications, technical questions or questions regarding the bid process to:

- Sheryl Zimmerer, Executive Director, Logos Public Charter School:  
[admin@logoscharter.com](mailto:admin@logoscharter.com)

2.2. All questions received by the party listed above that require clarification or modifications to the terms and conditions of the RFP will be answered by addenda to this RFP. Addenda will be posted to LPCS site <http://www.logoscharter.com/RFP> no later than **February 26, 2021**. Anonymity of the source of the specific questions will be maintained in the written response. It is the Proposers responsibility to check the website for all addendum.

### **3. ADDENDA:**

If, in the Owner's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an addendum. Addenda shall have the same binding effect as though contained in the main body of the RFP. Any oral instructions or information concerning the specifications or other information given out by the Owner to prospective firms shall not bind the Owner. All addenda shall be issued by the RFP Contact and posted on our website.

### **4. PROTEST OF SOLICITATION PROCESS:**

Protest of the specifications or contract terms and conditions pertaining to the RFP must be submitted in writing to the RFP Contact no less than ten (10) days before the proposal opening. All responses will be made in the form of addendum and will be made available on our website. (See Section VIII(1): Protest Process).

### **5. RFP PROPOSAL DUE DATE AND OPENING INFORMATION:**

Interested DB firms' proposals must be received mailed or delivered in time to be received absolutely no later than 2:00 p.m. PT on March 2, 2021 to:

Logos Public Charter School  
**Attn: Sheryl Zimmerer**  
1203 North Ross Lane  
Medford, OR 97501

The proposals will be opened in the facilities office conference room by the RFP Contact. Since this process involves an RFP and not a straight bid, the names of participants submitting proposals may be announced, but their cost proposals will not. Information is available and all proposals may be reviewed at the Logos Public Charter School, by appointment only, once the Intent of Award is announced.

### **6. LATE SUBMISSIONS:**

Proposals will be considered late if they are received at any time after 2:00 p.m. PT, on March 2, 2021. Proposals received after the specified date and time will be rejected and returned unopened.

### **7. INITIAL EVALUATION:**

Proposals submitted in response to this solicitation will be reviewed and scored by the Evaluation Committee of at least three (3) members selected from the following staff/groups:

- Logos Public Charter School Executive Director
- A minimum of two Member of the Logos Public Charter School Board of Directors

### **8. SHORTLIST:**

The top three (3) finalists will be invited to an interview by the committee. The Owner will provide the top three (3) finalists with written notice. A Proposer not included on the shortlist may protest. For information regarding the Protest process see Section VIII of this RFP.

## **9. REFERENCES:**

Members of the committee may check references for the finalists. Response information will be provided to all members of the committee.

## **10. INTERVIEWS:**

Interviews are optional. Should interviews be held, the short listed firms will all be asked the same questions in regards to:

- Project Understanding
- Project Approach
- Project Innovation
- Project Communication Philosophy
- GMP Protection Philosophy

Location of interviews to be held at Logos Public Charter School, 1203 North Ross Lane, Medford, OR 97501. **Dates available for interviews with the top finalists will be approximate. All DB firms should ensure these dates are kept available for potential scheduling.**

## **11. INTERVIEW QUESTION SCORING:**

Interview questions will be scored based on the following criteria:

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

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

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

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

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

## **12. FINAL EVALUATION:**

The results of the proposal evaluations, interviews and reference checks shall be used to determine a final ranking for the finalists.

### **13. SELECTION:**

The evaluation committee will provide a recommendation to the School Board for their consideration and approval. This is currently scheduled for **March 8, 2021**. For information regarding the Protest of Intent of Award, refer to Section VIII[3] of this RFP.

### **14. NON-SELECTED PROPOSALS:**

If Proposers that are not-selected wish to follow up with the Owner, they may request a meeting within ten (10) days of the announcement of the Notice of Intent to Award.

### **15. CONTRACT NEGOTIATIONS:**

Upon School Board approval of the Evaluation Committee's recommendation, the Owner will proceed to negotiate a contract with the approved DB firm. If negotiations are not successful, the Owner may break off negotiations and begin negotiations with the number two ranked DB firm, and so forth until a contract is negotiated. The School Board must approve and make a final award of Contract.

### **16. CONTRACT BASED ON GMP AGREEMENT:**

It is the intention of the Owner to enter into a contract with the selected DB which will include a fixed fee for the design, pre-construction and construction services. If the Owner is unable to successfully agree upon a GMP for the project with the selected DB, the Owner reserves the right to terminate the contract negotiations and commence negotiations with the next ranked finalist. The Owner reserves the right to reject any and all proposals.

### **17. CONTRACTOR WITHDRAWAL FROM PROCESS:**

Once submitted, any firm proposing may withdraw the proposal at any time prior to the day of opening. However, all proposals shall be irrevocable for a period of sixty (60) days from the day of the opening.

### **SECTION X: RFP SCHEDULE:**

The milestones for the selection process are defined below. **The dates are approximate and SUBJECT TO CHANGE.**

#### **Activity Date**

1. Request For Proposals announcement: 1/13/21
2. Last day to submit questions for clarification: 2/19/21
3. Addendum Issued: 2/26/21 at 2:00pm PT
4. Deadline to submit proposals: 3/2/21 at 2:00pm PT
5. Evaluation committee meets: 3/8/21
6. Evaluation committee potential interviews with minimum (if necessary) top three proposers: 3/10/21

7. Notice of Intent to Award: 3/11/21
8. Award contract: 3/18/21
9. Begin Design and Construction Services: 4/15/21

## **SECTION XI: EVALUATION CRITERIA**

Proposals will be evaluated on the basis of the following areas and points assigned:

### Evaluation Criteria Maximum Possible Points

1. Cover Letter: 5 points
2. Company Story / Firm Experience / References: 15 points
3. Design-Build Experience: 10 points
4. Projects Over Budget, Lost or Cancelled: 10 points
5. Lawsuits/ Arbitration: 10 points
6. Key Personnel Experience 15 points
7. Basic Schematic of Design: 40 points
8. Overall Project Understanding/ Approach: 15 points
9. Scheduling Approach: 10 points
10. Cost Control/ Cost Transparency: 15 points
11. Fees: 15 points
12. Items Not Identified In Current Design Documents: 10 points
13. Value Engineering / Alternate Pricing: 10 points

Maximum Possible Points: 180 points

## **SECTION XII: SUBMISSION REQUIREMENTS**

### **1. RESPONSE FORMAT:**

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

Proposals Shall be limited to thirty (30) 8-1/2 x 11 pages total, including all exhibits and/or attachments. 11x17 sheets and fold-outs should not be used. All pages shall be numbered and each of the eleven sections shall be separated by numbered divider/tabs. The following pages are exempt from the 30-page limit: cover and back of submittals, a one-page cover letter, a one-page table of contents, resumes of key personnel, tab and blank divider/tab pages certified letter from bond and surety company, and the non-collusion and proposal forms. The proposals shall be tabulated in separate sections in response to the detailed proposal requirements. All material shall be in 8-½ x 11 format bound vertically on the 11" side. No other material shall be submitted.

### **2. DOCUMENTS REQUIRED:**

Proposal Packages must include the following:

1. Response documents and all requested additional related items such as resumes, schedules, bonding certificates etc.
2. Statement of Prequalification (Attachment A)
3. Statement of Assurance (Attachment B)
4. Demonstrated Drug Testing Program (Attachment C)

### **3. NUMBER OF RESPONSES REQUIRED:**

Proposers shall submit ONE ORIGINAL AND FIVE (5) COPIES of the Proposal and attachments. In addition, Proposers shall submit one CD, DVD, or thumb drive with a copy of the complete Proposal.

### **SECTION XIII: CONTRACTOR'S RESPONSE DOCUMENT:**

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

#### **1. COVER LETTER:**

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

#### **2. COMPANY STORY / FIRM EXPERIENCE / REFERENCES:**

2.1. Company Story: Provide a brief outline of your company story, unique qualities, values and advantages in the marketplace.

2.2. Public Agencies and Public Contracting: Describe your firm's experience on projects for public agencies and performed under public contracting statutes and requirements.

2.3. Firm Description: Provide a brief description of your firm's history, the type of work you have performed and your capabilities. Provide a list of projects that your firm will have under construction at the same time this project is under construction. Include an Annual Volume of Figures for the past five years and current bonding capacity. Provide a certified letter from your bonding or surety company that certifies your firm's bond history, existing bonded contracts and current, total bonding capacity. If a joint venture, provide the information for each of the firms involved. List the sub-consulting firms that will be part of your team during the Pre-Construction phase of the work.

2.4 Project Experience: Describe overall firm experience, and provide a listing, in chronological order, in chart format, of your firm's completed projects within the last five (5) years. Provide a 1-page project profile for each of the projects that includes name of project; photograph; start and completion date; name of owner; contact person; and current phone number; name of architect, contact person and current phone number; company name on top 5 subcontractors with contact person and current phone number; name of project manager and site superintendent; location of

job; description of job (i.e., remodel or new construction, etc.); final construction contract amount; total dollar amount of change orders.

### **3. DESIGN-BUILD EXPERIENCE:**

Describe firm experience with Design-Build projects for the public sector. The listing should follow the format described above in the previous item, but should include both the original GMP and the final cost of the work.

### **4. PROJECTS OVER BUDGET, LOST OR CANCELLED:**

Please identify any projects that your firm was awarded that were over budget during the course of the design services, pre-construction services and construction services. Please identify the actual amounts of the overage and what percentage that constituted of the original budget, as well as explaining why the overage problem occurred. Also, please identify the measures that were undertaken and the end result of the respective overage per project. Please identify if you have ever lost a project after it was initially awarded to you, or identify any projects that you have canceled after they were originally awarded to you. If you have had any lost or cancelled projects, please identify the corresponding circumstances associated with such conditions.

### **5. LAWSUITS / ARBITRATION:**

Please identify if your firm has ever been in a lawsuit or arbitration with a client. If so, please explain the nature and the outcome of the litigation.

### **6. KEY PERSONNEL EXPERIENCE:**

6.1. Organization of Team: Provide a project organization chart showing your proposed staff for this job, including all professional staff in the following areas; design, project management; estimating; pre construction and construction phase services. Identify your designer, Project Manager, Project Executive, and Site Superintendent.

6.2. Team Member Resumes; Include 1-page resumes for each of the individuals listed in the chart. Indicate the proposed percentage or full time equivalent (FTE) that each person will work on this project during Phase I – Design Services, Phase II – Pre-Construction Services, and Phase III – Construction Phase Services. (100% = 1.0 FTE). The resumes shall include each individual's education, work history, length of tenure with your firm, and relevant, prior experience, and references.

6.3. Additional Team Members: For those individuals that are not full time, describe how they will work on the project. If your proposal involves individuals from more than one firm, describe prior experience, if any, of the firms and individuals work with each other, and how the proposed team will work for this project.

By listing the individuals in the proposal, the firm assures that these individuals will work on the project at an approximate minimum of the percentages shown. The Owner reserves the right to request a substitution of personnel if deemed to be in the best interest of the owner. Owner also

reserves the right to not issue or to cancel the contract if the Project Manager, Project Executive and Site Superintendent are switched from those represented in the proposal.

Should the firm be invited to an interview, the key personnel listed above will need to be in attendance and questions may be directed solely to them. At a minimum, the Project Manager, Superintendent and Project Executive dedicated to the project shall be in attendance at any interview.

## **7. BASIC SCHEMATIC OF DESIGN**

Provide schematic design(s) illustrating the basic design with enough detail to demonstrate what is being proposed to be designed and built.

## **8.OVERALL PROJECT UNDERSTANDING /APPROACH:**

8.1. Organizing the Project: Describe your firm's overall Design-Build plan for completing the project. Discuss your approach to managing the project and services to be provided during design and construction. Within the parameters described in this RFP, how would you organize and monitor the work to ensure quality, function, timely completion and cost within or under budget. What will be done by your firm to guarantee the GMP will be achieved with the Owner's budget as required?

8.2. Phasing and Packaging: Given the available project information, describe how your firm will develop phasing and bid packaging for the project.

8.3. Project Management: Describe how your firm will approach the design management and construction management aspects of this project. How will your firm ensure that the Owner's needs are met?

8.4. Organizational Tools: Discuss your firm's approach to providing the successful Design-Build services based on prior experience, including cost, schedule and quality effectiveness. Include specific examples of actual products, such as estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, RFI logs, submittal logs, organizational structures, etc.

8.5. Design/Build: Provide a 1-page outline for each of these sections of work that includes a detailed line-item listing of all that is included for each of these systems. Provide a separate summary of all other site improvement, exterior and interior building systems that you are including in your estimate in order to make certain these systems meet the requirements for Logos Public Charter School.

8.6. Problem Solving: Describe your approach to problem solving for this project. Describe the largest challenge your firm faced within the last five (5) years working on similar projects, and how you resolved that challenge. Describe your philosophy regarding communications, mutual respect and your staff's ability to interact with other members of the team to ensure the success of this project.

## **9. SCHEDULING APPROACH:**



Describe how your firm will develop a detailed project schedule and ensure that the schedule requirements are met. Describe the type of scheduling program your firm will use for this project in terms of both the overall primary schedule, as well as 3-week look ahead schedules. Describe how your firm will organize your work, staffing, and coordination of team members in order to ensure that all scheduled milestones are achieved. How will your firm report progress and mitigate delays? Describe prior experience and approach with fast-track phased construction bid packages. What has been your recent experience on fast-track phased construction in terms of completion of bid packages?

**10. COST CONTROL / COST TRANSPARENCY:**

10.1. Provide a detailed schedule of values, broken down per CSI code per trade and work section for all costs associated with this project. Include lines within the schedule of values for general conditions, overhead, profit, each respective bond cost, liability insurance, etc.

10.2. Give a description of how your firm will manage the work to control costs and optimize savings during the pre-construction and construction phases.

10.3. Give a description of how your firm will be transparent regarding costs, in terms of providing all subcontractor, supplier and equipment bids for review, as well as providing full back-up of costs (receipts, invoices, certified payroll records, etc.) being submitted with monthly progress payment requests.

10.4. Describe how your firm will manage change order requests, in terms of how proposed costs are validated, as well as backed-up.

10.5. Describe how your firm will proactively manage the ebb and flow of all documents associated with the preliminary lien notification, conditional and unconditional lien release process.

10.6. Describe your firm's experience with retention being withheld from each progress billing and retention payments being paid upon completion of the project (including all punch list items, delivery of operations and maintenance manuals, providing of required equipment and systems training to the Owner, etc.)

10.7. Provide a sample of the payment application your firm will provide for monthly progress payments and final billing.

**11. FEE:**

Provide a proposal of fees and costs as follows:

11.1. Provide a "Not to Exceed Cost" as described in the Design Services for the services described in the RFP and attachments. These costs shall be included within the overall line item schedule of values for this project and identified as a breakout from the total budget.

11.2. Provide a "Not to Exceed Cost" as described in the Pre-Construction Services for the services described in the RFP and attachments. These costs shall be included within the overall line item schedule of values for this project and identified as a breakout from the total budget.

11.3. State the total Construction Phase Fees a percentage of the cost of the work for services described in the RFP and attachments.

**12. ITEMS NOT IDENTIFIED IN CURRENT DESIGN DOCUMENTS:**

Provide a detailed list of materials, systems and equipment you are including in your proposal that have not been identified in the current design documents. List these items in the same CSI formatted order as the overall cost estimate that you are including with your proposal.

**13. VALUE ENGINEERING / ALTERNATE PRICING:**

13.1 Provide an alternate price for design for a pre - engineered steel building system. This system must include similar exterior aesthetic results in terms of the stone veneer. Please identify cost add or reduction for such a system and describe the pros and cons associated with changing to a pre-engineered building system in terms of costs, schedule impact, energy efficiency, durability, maintenance, etc.

13.2 Provide a list of additional alternative value engineering suggestions with corresponding cost savings and other benefits of proposed alternatives.

Please note: Estimates for fees and costs shall be accompanied with a detailed breakdown. This fee information, while a critical element of the evaluation/selection process, will also be used in the negotiation of the final agreement.

The Fee criteria will be evaluated based on clarity, the cost breakdown, the cost itself, and what's included or excluded in the breakdown of the cost.

**ATTACHMENT A**

**PREQUALIFICATION STATEMENT**

**PROJECT TITLE:** LOGOS PUBLIC CHARTER SCHOOL CAREER TECHNICAL EDUCATION AND STORAGE BUILDING

Design-Build Contractor

**PROJECT LOCATION:** 1203 North Ross Lane, Medford, OR 97501

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

· **Bonding Capacity:** The Proposer must be capable of providing, for the full term of the project and one year after completion, a 100% Performance Bond and 100% Payment Bond for a project valued up to 100% of the construction costs, estimated to be up to \$150,000.00 for this DB Contract.

Do you meet these criteria?

· **Specialized Experience:** The Proposer must have completed at least two projects of similar or greater scope, which have been contracted under either ORS rules and regulations or similar large public bodies in the Northwest United States (Alaska, Washington, Oregon, Idaho, Montana, Northern California) within the last five years.

Do you meet these criteria?

· **Availability:** The Proposer's anticipated work in terms of time and magnitude for the time period, must accommodate this project, including availability of key personnel for this project.

Do you meet these criteria?

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

Do you meet these criteria?

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

Signature of authorized person

Title of authorized person

**END OF DOCUMENT**

**ATTACHMENT B  
STATEMENT OF ASSURANCES**

**PROJECT TITLE: LOGOS PUBLIC CHARTER SCHOOL CAREER TECHNICAL EDUCATION AND STORAGE  
BUILDING**

Design-Build Contractor

**PROJECT LOCATION: 1203 North Ross Lane, Medford, OR 97501**

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

(a) Registration NO: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

11 ) The Undersigned agrees, if awarded a contract, that they will comply with the provisions of **ORS 279C.800 – 279C.870** or **Davis-Bacon 40 U.S.C 3141 et seq** as applicable, pertaining to the payment of the prevailing wage rates. By signing below the Undersigned agrees that he/she affirmatively acknowledges the following:

(a) Compliance with ORS 279C.838 and 40 USC 3141 et seq (if both state and federal Davis-Bacon applies. IF the state rate is higher, the contractor and every sub-contractor shall pay at least the state rate); or compliance with ORS 279C.840 (Davis-Bacon does not apply, and only the state prevailing rate of wage is to be paid); or compliance with 40 USC 3141 et seq (only Davis-Bacon rate of wage applies, or is the highest one for all of the job categories).

12 ) In the event the Proposer is awarded the contract and fails to complete the work within the time frame specified, including extensions granted, liquidated damages shall be paid to the Owner as outlined in the General Conditions attached in the Project Manual.

13 ) By signing this page Contractor hereby certifies that s/he has not discriminated against minority, women or emerging small business enterprises in obtaining any required sub-contracts, and Contractor hereby certifies that to the best of Contractor’s knowledge, s/he is in compliance with all Oregon Tax laws described in ORS 305.380(4).

I, the undersigned, have read and thoroughly understand the requirements, special provisions, Proposal Instructions and all other Conditions of the RFP issued by LOGOS PUBLIC CHARTER SCHOOL for the Logos Public Charter School Career Technical Education Building. I have read and understand the entire contract provisions included in the RFP and agree to abide by and fulfill the requirements thereof if awarded the Contract as a result of this RFP.

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Federal Business I.D. No.** \_\_\_\_\_

**NOTARY:**

**Subscribed and sworn before me this day of** \_\_\_\_\_

**Notary Public for the State of** \_\_\_\_\_

**My commission expires** \_\_\_\_\_

**END OF DOCUMENT**

**ATTACHMENT C  
DEMONSTRATED DRUG TESTING PROGRAM**

**PROJECT TITLE:** LOGOS PUBLIC CHARTER SCHOOL CAREER TECHNICAL EDUCATION AND STORAGE BUILDING

Design-Build Contractor

**PROJECT LOCATION:** 1203 North Ross Lane, Medford, OR 97501

ORS 279C.505 requires that all public contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposer is therefore required to certify that Proposer has an employee drug-testing program in place that applies to all employees, and will maintain a drug testing program at all times during the performance of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

Proposer states that the Proposer:

CHECK ONE:

- Does comply with the following:
- Does not comply with the following:

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

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title or Position: \_\_\_\_\_

Telephone No: \_\_\_\_\_

**END OF DOCUMENT**

**ATTACHMENT D**  
**AIA DOCUMENT A141-2014, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND**  
**DESIGN-BUILDER**