



CITY OF ASTORIA

REQUEST FOR PROPOSAL Astoria Public Library Renovation 2022 Bond Project Construction Manager/General Contractor

Document RFP# 2023-APL-02

Issued
November 15, 2023

Physical Proposals Due:	2:00pm December 14, 2023 Late Proposals will not be accepted or considered. Electronic Proposal submissions will NOT be accepted.
Submit Proposals to:	ATTN: Brian Hardebeck – Owner’s Project Manager 450 10th Street Astoria, OR 97103
Non-Mandatory Pre-Proposal Meeting	9:00 am November 22, 2023 Proposers intending on responding to this RFP, shall meet at the Astoria Public Library site. Street parking is available. Tour of the existing Library facility will be included.
RFP questions due: RFP Protests due:	2:00pm November 30, 2023 2:00pm November 30, 2023
Direct RFP Questions and RFP Protests to:	Single Point of Contact Brian Hardebeck – Owner’s Project Manager Brian.Hardebeck@otak.com

TABLE OF CONTENTS

	<u>Page</u>
1. PROCEDURAL INFORMATION	4
1.1 RFP Availability and Schedule	4
1.2 RFP Attachments	4
1.3 RFP Exhibits	4
1.4 RFP Definitions	4
1.5 RFP Components	6
2. CM/GC SERVICES	7
2.1 CM/GC General Services	7
2.2 CM/GC Preconstruction Services	8
2.3 CM/GC Construction Services	9
2.4 CM/GC Subcontractor Outreach	10
2.5 CM/GC Subcontractor Process	11
2.6 CM/GC Joint Ventures	11
3. RFP PROCESS	13
3.1 RFP General Terms	13
3.2 RFP Mandatory Pre-Proposal Meeting	13
3.3 RFP Modifications	13
3.4 RFP Inquiries	14
3.5 RFP Protests	14
4. PROPOSAL REQUIREMENTS	15
4.1 Proposal Content	15
4.2 Proposal Format	15
4.3 Proposal Submission	15
4.4 Proposal Amendment or Withdrawal	16
4.5 Proposal Period of Irrevocability	16
4.6 Proposal Ownership	16
4.7 Proposal Disclosure	16
4.8 Proposal Opening	16
4.9 Proposal Evaluation Criteria	17
5. PROPOSAL EVALUATION PROCESS	19
5.1 Proposal Evaluation Committee	19

5.2 Proposal Evaluation Process and Scoring	19
5.3 Proposal Clarifications	19
5.4 Proposal References	19
6. INTERVIEW PROCESS	20
6.1 Interview Participation	20
7. FINAL SCORING	20
7.1 Total Scores	20
7.2 Contract Award	20
7.3 Protests of Contract Award	20
8. CONTRACT NEGOTIATIONS	22
8.1 Negotiable Items	22
8.2 GMP	22
8.3 Best and Final Offers	22
9. CONTRACT TERMS AND CONDITIONS	23
9.1 Prevailing Wages	23
9.2 Public Works Bond	23
9.3 State OCCB Registration Requirements	24
9.4 Mechanics Liens or Stop Notices	24
9.5 Contract Execution	24

1. PROCEDURAL INFORMATION

1.1 RFP Availability and Schedule

This RFP is available electronically at https://www.astorialibrary.org/Building_Project_Info.aspx
Future notices regarding this solicitation, including solicitation addendum/a, will be posted to this same website.

RFP Issue Date	November 15, 2023
Non-Mandatory Pre-Proposal Meeting at 9:00 AM	November 22, 2023
Deadline For Proposer Questions/RFP Protest at 2:00 PM	November 30, 2023
Final RFP Addenda Issuance	December 07, 2023
CM/GC Proposal Due at 2:00 PM	December 14, 2023
Short-listed Firms Identified	December 21, 2023
Proposer Interviews (late AM/early PM)	January 04, 2024
Notice of Intent to Award	January 05, 2024
Protest of Award Deadline @ 2:00 PM	January 13, 2024
City Council Approval of Selection of CM/GC	January 16, 2024

The Owner reserves the right to modify the schedule as needed.

1.2 RFP Attachments:

ATTACHMENT A CMGC SCOPE OF WORK

1.3 RFP Exhibits:

- EXHIBIT A: CMGC SAMPLE CONTRACT & GENERAL CONDITIONS DOCUMENT
- EXHIBIT B: CMGC AMENDMENT DOCUMENT
- EXHIBIT C: CMGC FEE & GENERAL CONDITIONS FORMS & MATRIX
 - PROPOSERS TO INCLUDE INTO PROPOSAL RESPONSE:
 - FORM EXHIBIT C.1 PHASE 1 PRECONSTRUCTION FEE
 - FORM EXHIBIT C.2 PHASE 2 ESTIMATED CONSTRUCTION FEE
- EXHIBIT D: INSURANCE PROVISIONS

1.4 RFP Definitions

- OWNER** Owner for this project is defined as the City of Astoria, Oregon.
- CM/GC** **Construction Manager/General Contractor.** An alternative contracting method that results in a public improvement Contract for a Construction Manager/General Contractor to undertake Project team involvement with design development; constructability reviews; value engineering, scheduling, estimating, and subcontracting services; establish a GMP to complete the Contract Work; act as General Contractor; hold all Subcontracts, self-perform portions of the Work as may be allowed by the Owner under the CM/GC

Contract; coordinate and manage the building process; provide General Contractor expertise; and act as a member of the Core Team.

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

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

Core Team Group includes the Owner's Project Manager, Library Director and associated Board members, the Design Team Manager and the CM/GC. By extension, the City of Astoria (Owner) may elect to attend any, all or none of the activities in which the Core Team members participate.

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

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

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

Key Personnel Library Director, Owner's Project Manager, Design Team Manager, CM/GC's Project Manager and Superintendent.

Owner Contingency Owner Contingency is for the Owner's use in paying for design errors or omissions that could not have been identified through complete destructive investigation and/or complete construction feasibility review, unforeseen conditions neither the Design Team nor the CM/GC could have anticipated during Preconstruction Services, and changes in scope as directed by the Owner's Representative. All draws on Owner Contingency shall be requested in writing and shall be approved by Owner prior to proceeding. Upon the completion of the Project and final acceptance, any unused Owner Contingency will be returned to the Owner.

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

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

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

1.5 RFP Components

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

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

- 10) Notice to Proceed.

2 CM/GC SERVICES

2.1 CM/GC General Services

The Owner invites written Proposals for CM/GC services described in this RFP. This RFP seeks services for the renovation of the existing Astoria Public Library facility located at 450 10th Street, Astoria, Oregon 97103

Owner intends to execute a contract for services outlined in this solicitation and reserves the right to contract with the selected Proposer, at the Owner's sole discretion, for any additional services as may be desired for the planned improvements. Additional services may include, but not be limited to, planning assistance, coordination support and potential Tenant Improvements for relocating some of the existing library services, systems, materials, collections, etc. to a Temporary Library location prior to the renovation project commences. Additional services may also include deconstruction and return of the temporary location back to original conditions after the library moves back to its newly renovated location.

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

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

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

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

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

2.2 CM/GC Preconstruction Services

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

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

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

allow procurement of long lead items for specific portions of the Project such as mechanical and electrical system components, structural framing, or other portions of Work.

11) Develop a GMP Proposal for the Project based on at least 75% completed Construction Documents prepared by the Design Team.

- **Please note:** This project may have multiple streams of funding. The National Endowment for the Humanities (NEH) has tentatively awarded the Astoria Library Foundation a grant for the creation of a Humanities Center in the basement level. The grant is a 3:1 matching grant, which means a portion of the project will be subject to NEH rules.

The NEH award is subject to the Build America, Buy American Act, also known as “BABA”. The project leadership is aware of BABA’s requirements and that all contracts will include a contract provision explaining the BABA requirements & a self-certification where contractors can certify compliance.

This is just to make sure that everyone on the team is also aware there is a requirement to comply with BABA for the portion of the project funded by NEH:

https://www.neh.gov/neh_buildamericabuyamerica_act_award_term

Note that there are some waivers available (bottom of page)

NEH provides sample contract provision & self-certification language on their site:

<https://www.neh.gov/BABA-assurances>

12) Identify cost-effective solutions through constructability reviews, value engineering, cost reduction measures and collaboration with stakeholders to meet budget constraints.

13) If proposed by the CMGC with compelling rationale and mutually agreed to by the Owner, the Owner may agree to add Design Assist for selected trades for the benefit of the project.

2.3 CM/GC Construction Services

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

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

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

- 1) Establish and monitor safe work practices and requirements. Report all safety incidences at Owner-Architect-Contractor (“OAC”) meetings.
- 2) Provide all construction supervision, coordination, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the Project.
- 3) Establish procedures for submittals, requests for information, payment requests and other procedures. Maintain logs, files, and other documentation.

- 4) Maintain and update Project schedules at least monthly, provide updates to owner team for review and comment.
- 5) Schedule and conduct OAC meetings on a bi-weekly basis minimum. Weekly meetings should be anticipated during early work and initial start-up of construction. Consult with Owner's Representative regarding meeting agenda items. Produce and distribute minutes of all meetings within two business days of the meeting occurrence.
- 6) Coordinate the Work of Subcontractors and vendors.
- 7) Establish and maintain a Quality Control (QC) program. Provide regular and on-going quality inspections, ensuring that the Work complies with the Contract Documents and all applicable codes and regulations. Report findings at OAC meetings.
- 8) Establish a Change Order Request processing system. The Owner expects a GMP to include any contingency for the CM/GC's use to cover cost considered reimbursable as cost of the Work under the CM/GC Contract, and no Change Orders Requests for that Work would be necessary. Any Change Orders Requests may include such things as changes in scope of Work, system changes, types and quality of materials, finishes or equipment at the request or upon approval of the Owner or Jurisdiction Having Authority. No other Change Orders Requests will be issued.
- 9) Establish and implement a cost reporting system that tracks and reports status of Subcontractor, vendor and supplier payments, Change Orders, contingency, and overall Project budget status.
- 10) Establish a Subcontractor payment process. Inspect and verify the status of Work performed and materials stored and certify all Subcontractor payment requests. Use cost-loaded schedule for calculating Subcontractor payments. Verify compliance with prevailing wage rate requirements.
- 11) Provide training to the Owner's operational and maintenance staff. Prepare Operations and Maintenance manuals and as-built documentation as defined in the Contract Documents.
 - CMGC shall prepare and submit to Owner's Representative a DRAFT of operations & maintenance manual data for review at or before CMGC provides payment application of 75% work completed. Payment applications greater than 75% complete may be rejected by Owner if the DRAFT O&M package is not deemed complete.
- 12) Within 30 days after a Certificate of Occupancy is issued, conduct a review meeting with Owner's Representative to review how the CM/GC method was beneficial to the Project.
- 13) Prior to completion of the one-year warranty period, conduct a review of the Project with the Owner's Representative and the Design Team to identify any issues that are covered by the warranty and in need of correction, repair, or replacement.
- 14) CM/GC must issue to Owner's Representative a Final Report and a Final GMP Reconciliation upon completion of the Project before the Project is considered complete.

15) CM/GC must provide Project as-builts in electronic format, and clean and legible hard copies if Owner requests them, before the Project is considered complete.

2.4 CM/GC Subcontractor Outreach

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

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

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

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

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

2.5 CM/GC Subcontractor Process

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

The CM/GC shall adhere to the following procedures:

- 1) Subcontracts will be between CM/GC and the Subcontractors.
- 2) Project schedule will be guaranteed by the Contract between the Owner and CM/GC.
- 3) CM/GC will solicit, receive, and open bids, and award contracts in accordance with public contracting rules and Oregon Revised Statutes and owner jurisdictional procurement policies and guidelines.

- **Please note:** This project may have multiple streams of funding. The National Endowment for the Humanities (NEH) has tentatively awarded the Astoria Library Foundation a grant for the creation of a Humanities Center in the basement level. The grant is a 3:1 matching grant, which means a portion of the project will be subject to NEH rules.

The NEH award is subject to the Build America, Buy American Act, also known as “BABA”. The project leadership is aware of BABA’s requirements and that all contracts and subcontracts will include a contract provision explaining the BABA requirements & a self-certification where contractors can certify compliance.

This is just to make sure that everyone on the team is also aware there is a requirement to comply with BABA for the portion of the project funded by NEH:

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Note that there are some waivers available (bottom of page)

NEH provides sample contract provision & self-certification language on their site:

<https://www.neh.gov/BABA-assurances>

- 4) CM/GC will distribute bid documents and addenda prepared by Design Team. Include Subcontract and bidding conditions particular to the CM/GC’s operations. Facilitate bidder questions and responses. Conduct pre-bid conferences and site visits as necessary.
- 5) CM/GC will publicly advertise all sub-bid packages at least ten days in advance of the bid closing date in publications of record.
- 6) CM/GC will adhere to all public bidding requirements. CM/GC’s sub-contracting records are considered public records unless exempt. CM/GC must award the Work of each sub-bid package to the lowest “responsive and responsible” bidder.
- 7) The CM/GC will resolve all Subcontractor protests.
- 8) The CM/GC will make a good faith effort to obtain at least three bids for all sub-bid packages. If the CM/GC cannot obtain three acceptable bids, and bids received are over budget for specific scope, CM/GC to provide rebid strategy to Owner for approval.
- 9) If CM/GC elects to perform any of the construction of the identified sub-bid packages with its own forces, the Work must still be competitively bid as described above and the CM/GC must submit the lowest price in order to be awarded a Contract for this Work. For these sub-bid packages where the CM/GC wishes to submit a competitive bid, all bids will be delivered directly to the Owner’s Representative at least 4 hours before other sub-bids are due, and the Owner’s Representative will administer and open these bids.
- 10) While the Owner has a strong desire to encourage opportunities for local contractors, suppliers, and labor resources, all Work shall be awarded under the competitive bidding requirements described above.

2.6 CM/GC Joint Ventures

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

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

3. RFP PROCESS

3.1 RFP General Terms

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

3.2 Non-Mandatory Pre-Proposal Meeting

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

3.3 RFP Modifications

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

Changes will be made only by written addendum, which will be posted on Owner website at https://www.astorialibrary.org/Building_Project_Info.aspx

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

3.4 RFP Inquiries

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

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

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

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

3.5 RFP Protests

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

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

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

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

4. PROPOSAL REQUIREMENTS

4.1 Proposal Content

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

4.2 Proposal Format

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

4.3 Proposal Submission

Each submission in response to this RFP must:

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

Brian Hardebeck, Owner's Project Manager
Astoria Public Library
410 10th Street
Astoria, OR 97103

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

4.4 Proposal Amendment or Withdrawal

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

4.5 Period of Irrevocability

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

4.6 Proposal Ownership

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

4.7 Proposal Disclosure

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

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

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

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

4.8 Proposal Opening

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

4.9 Proposal Evaluation Criteria

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

construction costs or any agreed upon Guaranteed Maximum Price (GMP). Describe your firm's relevant experience with negotiated and GMP work.		
<p>4.9.6 Project Approach for Construction Services</p> <p>A. Schedule Describe your approach to managing the construction schedule. Include a description of the elements of this Project that are likely to put the schedule at risk and how they would be proactively managed. Include descriptions of schedule tracking tools and summary reports.</p> <p>B. Cost Estimating Provide narrative and optional graphic tools to describe your firm’s approach to cost estimating, resource utilization, and procedures for staying current on costs, and project forecasting, etc. Describe your approach for establishing and maintaining a contingency fund to ensure that the Project budget is not exceeded, and your proposed methodology for documenting the line-item components of the GMP and your proposed method for determining whether Project changes are within or outside the scope of the GMP</p> <p>C. Subcontractor Selection Describe your Subcontractor and supplier procurement/selection process. Address the criteria your company will use when evaluating Subcontractor/supplier bids before making Subcontractor and supplier selections on this Project. Discuss how your firm mitigates project risks due to potential Subcontractor insolvency.</p> <p>D. Procurement Describe your expectations for labor and materials availability on this Project. Describe how anticipated challenges with availability of labor or materials could be mitigated. Explain your plan to generate sufficient Subcontractor and material supplier competition in the bidding to minimize Project costs.</p>	<p>10</p> <p>15</p> <p>5</p> <p>5</p>	<p>35</p>
<p>4.9.7 COBID Subcontracting Plan</p> <p>Provide a narrative description of your current workforce diversity program/plan, and the plan for obtaining subcontracting, consulting, and supplier diversity.</p>		5
<p>4.9.8 Safety Protocol</p> <p>Describe your firm’s approach to the safety management and administration of on-site construction activities for this Project. Provide your firm EMR rating, for Oregon performed work, over that last 4 years.</p>		15
<p>4.9.9 Fee Proposal (Refer to Exhibits C.1 & C.2 included in response)</p>		25
<p>Proposal Subtotal Score</p>		125

4.9.10 Interview (if elected by Owner)		40
Total Possible Score		165

5. PROPOSAL EVALUATION PROCESS

5.1 Proposal Evaluation Committee

The role of the Evaluation Committee is to evaluate written Proposals, shortlist Proposers to interview, and interview Proposers. The Evaluation Committee will make a recommendation to the Owner, for recommendation to the Astoria City Council, which will make the final decision to select the CM/GC.

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

5.2 Proposal Evaluation Process and Scoring

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

5.3 Proposal Clarifications

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

5.4 Proposal References

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

6. INTERVIEW PROCESS

6.1 Interview Participation

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

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

- Project Manager
- Project Superintendent

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

7. FINAL SCORING

7.1 Total Scores

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

7.2 Contract Award

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

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

7.3 Protests of Contract Award

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

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

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

Address protest to:

PROTEST OF AWARD: RFP#2023-APL-02

Attn: Brian Hardebeck – Owner Representative

Astoria Public Library

410 10th Street

Astoria, OR 97103

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

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

8. CONTRACT NEGOTIATIONS

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

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

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

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

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

8.1 Negotiable Items

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

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

8.2 Guaranteed Maximum Price (GMP)

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

8.3 Best and Final Offers

- a) At its sole discretion, the Owner may require Best and Final Offers.
- b) In the event Owner requires Best and Final Offers, it shall establish a common date and time by which eligible Proposers must submit such Best and Final Offers. The Owner shall evaluate Proposals as modified by the Best and Final Offer and based on the Evaluation Criteria.

- c) If a Proposer does not submit a Best and Final Offer or a notice of withdrawal, the Proposer's original Proposal shall be construed as its Best and Final Offer.

9. CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

9.1 Prevailing Wages

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

https://www.oregon.gov/boli/WHD/PWR/Pages/Occ_Defs.aspx

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

http://egov.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml

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

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

9.2 Public Works Bond

Before starting Work, the successful Proposer shall file with the Oregon Construction Contractors Board ("OCCB"), and maintain in full force and effect, the separate public works bond required by ORS 279C.836, unless otherwise exempt under those provisions. The successful Proposer shall

also include in every Subcontract a provision requiring each Subcontractor to have a public works bond filed with the OCCB before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

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

9.3 State OCCB Registration Requirements

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

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

9.4 Mechanics Liens or Stop Notices

The resultant Contract shall at all times indemnify and hold the Owner harmless from all claims, losses, demands, damages, cost, expenses or liability costs for labor or materials in connection with construction, repair, alteration or installation of structures, improvements, equipment or facilities, and from the cost of defending against such claims, including attorney's fees and costs.

9.5 Contract Execution

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

End of RFP – Attachments follow

RFP ATTACHMENT “A”

ASTORIA PUBLIC LIBRARY RENOVATION

2022 BOND PROJECT

In November 2022, Astoria voters approved an \$8 million bond measure for a full renovation of the library.

The Astoria Public Library will be renovated and expand into the basement, resulting in 18,000 square feet of space, while keeping the historic Ebba Wicks Brown mid-century building intact.

New features:

- 100% accessible building
- Expanded children’s space
- Dedicated teen space
- Updated technology
- Updated systems (electricity, plumbing, HVAC, roof)

In Summer 2023, we will begin a community outreach process to review the 2018 concept plan for the renovation. This process will allow us to fine-tune the plans and ensure that it meets our current goals and priorities.

The work will be done with the help of the [Astoria Public Library Renovation Ad Hoc Committee](#).

Building Project History

For many years, the City Council has declared a goal to create a 21st-century library in Astoria, either through new construction or renovation of the existing building. The current library building opened in 1967 and has not been significantly updated since. The building is aging and requires basic improvements to the plumbing, electrical, lighting, and heating/cooling systems. Additionally, the roof, which has been patched over the years, needs to be replaced and the flooring should be renewed.

In 2013, the Council engaged the services of library consultant Ruth Metz to conduct a **needs assessment study**. The study, which received input from several hundred Astoria residents, identified the following priorities:

- More space dedicated to children, providing a place to engage in activities that develop language and literacy skills
- Dedicated zones for children and teens, plus small and large meeting room spaces
- Updated technology
- More natural light
- Spaces and activities that bring people together.

In 2016 the Council voted 3-2 against building a new library in Heritage Square as part of a mixed-use project, citing cost concerns. The Council next looked at expanding into the old Waldorf Hotel, which shares a wall with the library. Preservationists spoke against the proposal and the Council decided not to move forward with this course of action.

In 2017, the City contracted with David Wark, principal architect with Hennebery Eddy, to create conceptual plans for renovating the existing library building, using the Metz study as a starting point. He presented his plans to the Council in July 2018. The plans shed new light on all of the possibilities and community programming that could be accomplished through a thoughtful renovation of the existing building. Especially attractive was the possibility of opening the buildings lower level and almost doubling the library's public space.

In January 2022, the Council voted to make a final decision on the library by the end of the year. Depending on polling, the Council either would ask voters to consider approval of a bond measure for a full renovation, or would use cash on hand to remove the mezzanine and, to the extent possible, address basic items of deferred maintenance.

Based on positive polling results, the Council, on June 20, 2022, voted to submit to the electors of the City the question of authorizing up to \$8 million of General Obligation bonds to renovate the Astoria Public Library. The bond measure appeared on the November 2022 ballot and was overwhelmingly approved by nearly 70%.

[July 2018 Conceptual Plans](#)



Astoria Library - Potential Project Schedule - August 03, 2023

2023

Council approve contract: August.

Kick-off Meeting / Develop Public Engagement process: August

Send notices about the Public Engagement process, opportunities for input, and meeting dates: August

Public Engagement/Programming: September (4 weeks)

Produce Programming Document: October (2 weeks)

Approve Programming Document: October (1 week)

Schematic Design: October — November (5 weeks)

Review SD Drawings: November (1 week)

City Council approve SD: December

Write narrative and submit applications to SHPO and NEH: December (2 weeks)

2023/2024

Design Development: December 2023 – January 2024 (5 weeks)

2024

Review DD Drawings: February (1 week)

Construction Documents: February — May (12 weeks)

City reviews: Concurrent with CD

Permitting: May — August (16 weeks)

Guaranteed Maximum Price (GMP) from General Contractor: September

City Council approve GMP contract: September

Move out of Library: October

Contractor Mobilizes: October

2024/2025

Construction: October 2024 — August 2025 (44 weeks)

2025

Close out: August — September (2 weeks)

Move-in and set up: September — October (3 weeks)

Open: October