

# SCHOOL OF BUSINESS ADMINISTRATION EXPANSION AND RENOVATION

Solicitation #1506

Request for Proposals from  
Construction Manager/General Contractor (CM/GC) Services



Portland State  
UNIVERSITY

October 28, 2013



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**PART A: PREQUALIFICATION STATEMENT**

**School of Business Administration Expansion and Renovation Project (the “Project”)**

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 prequalification criteria and are therefore eligible to propose on this procurement:

**Bonding Capacity:** The Proposer must be capable of providing a 100% Performance Bond and 100% Payment Bond for a project valued up to 100% of the construction costs, estimated to be \$44,000,000 for this CM/GC Contract.

Do you meet these criteria (Yes or No)?

**Availability:** The Proposer’s anticipated work in terms of time and magnitude for the time period January 2014 through August 2016 must accommodate this Project, including availability of key personnel for this Project.

Do you meet these criteria (Yes or No)?

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

Do you meet these criteria (Yes or No)?  
If not, how do you propose conforming to this requirement?

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Contractor Name	Representative Name
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Signature	Date
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## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 INTRODUCTION

Portland State University is proposing to expand and renew its existing home for the School of Business Administration, one of its most important academic programs, to accommodate its growth over the last 10 years, its growing array of programs and its critical ties to the regional business community. The current facility is located on Harrison Street and 6<sup>th</sup> Avenue. By locating an expansion on the existing SBA site and reusing the existing structure, the new facility will be particularly symbolic of the School's international prominence in sustainability.

The ethic supporting the mission of Portland State's School of Business Administration is clear, consistent and direct. It is to research, teach and practice in a manner that advances new ideas, sustainability and environmental stewardship while partnering with area businesses to enrich the livability and economy of the region. Consequently, the new School of Business Administration building will enhance Portland State University's reputation as an institution dedicated to social, economic and environmental sustainability. The building will seek LEED Gold certification at a minimum and aspires to achieve LEED Platinum certification. Given the School's international reputation for social and environmental stewardship, the new building will be a living laboratory for creating the next generation of leaders in the sustainable economy.

The project will provide a building program developed with the following goals:

- Provide enough teaching space to house all SBA classes.
- Provide sufficient space for SBA faculty, staff and graduate assistants, while allowing for future growth.
- Increase the social and interaction space within the building to better serve students, faculty and guests.
- Create visible, expandable centers that enhance the school's ability to directly contribute to the food, activewear and outdoor gear, and real estate industries, and to increase the success of the region's many small businesses.
- Design for the greatest flexibility of space to adjust for shifting needs over time.
- Design the new expansion to seamlessly, integrate to the existing building structures (ED/BA). The finished product shall appear to be a single concept.
- The new design and appearance shall inspire visitors as they approach the building by foot or vehicle.
- A significant portion of the renovated building and expansion's ground floor shall be available for retail space.
- Meets the visions and objectives outlined in the "SBA Building Design and Sustainability Visions" created by the SBA faculty. See Appendix 4.25.

The two major components of the project are:

- 1) Construction of a new approximately 42,000 (+/-) square feet addition to the North end of the building that will fully utilize the project site, create a new dramatic entrance to the School, and activate the building along Sixth Avenue.

- 2) Modernization and upgrade of the existing structure that is currently occupied by SBA and the Graduate School of Education, including addressing a significant amount of deferred maintenance.

The Oregon State Board of Higher Education (“OSBHE”) on behalf of PSU is seeking construction management and general contracting (CM/GC) services for architectural, systems and seismic upgrades of School of Business Administration.

A programming document for design of the building, initiated in 2008 and updated in 2010, is provided in Appendix 4.17. This document includes a two-month conversation with Portland State University’s School of Business Administration faculty, students, staff and administrators.

The solicitation and selection processes are provided in the Oregon University System (OUS) Oregon Administrative Rules for Contracts for Construction-Related Services, 580-063-0030 (2) and OAR Chapter 580 Division 061.

This Request for Proposals (“RFP”) shall not commit the Oregon State Board of Higher Education (OSBHE) or PSU to enter into any agreement, to pay any expenses incurred in preparation of any response to this RFP, or to procure or contract for any supplies, goods or services. PSU and the OSBHE reserve the right without liability to OSBHE or PSU, to cancel this RFP and to reject any proposal that does not comply with this RFP or applicable administrative rules, and to reject any and all responses received as a result of this RFP upon a finding that it is in the public interest to do so.

A sample copy of the CM/GC Agreement (“Agreement”) is attached to this RFP (Appendix 4.1). PSU intends to enter into negotiations with the selected firm to determine final scope and description of services, schedule and cost and, if the negotiations are successful, enter into an agreement similar to the attached Agreement. The Agreement attached to this RFP is subject to change by PSU. All proposers must identify in their proposal any terms and conditions that they wish to negotiate. Failure to identify those terms they wish to negotiate may result in termination of negotiation with the selected firm. If the negotiations are not successful, PSU reserves the right to enter into negotiations with another firm from among the remaining firms interviewed.

## **1.2 SCOPE OF WORK**

It is estimated that the direct, hard construction costs for this project will total approximately \$44 million (excluding owner’s contingency).

The SBA Expansion and Remodel project scope is listed below.

- Demolition
- Abatement
- Accessibility Improvements
- Seismic Stabilization
- Upgrade Connecting Bridges
- Window Replacement and Other Exterior Envelope Upgrades
- Interior Partition Replacement and Remodels Incidental to Other Construction.
- Floor Coverings
- Roof Repair and/or replacement
- Painting & Other Finishes

- Elevator Modernization and/or replacement
- Fire Protection System Upgrade
- Plumbing Upgrade including drain piping, water piping and fixtures.
- HVAC System Upgrades including replacement of ductboard & upgrade of HVAC terminal units
- Electrical Distribution Upgrade including generator
- Lighting Upgrade including lighting control system.
- Fire Detection and Alarm Upgrade
- Audio visual and high tech upgrades in classrooms

### **1.2.1 Scope of Preconstruction Services**

Preconstruction services will be provided generally under the terms contained in the sample CM/GC Agreement, and paid for on a cost reimbursement basis up to a stated maximum. Estimated costs are to be indicated on the CM/GC Division 1 Expenses Worksheet, attached as Appendix 4.05. It is anticipated that the specific scope of preconstruction services will be negotiated prior to signing the CM/GC Agreement, based on the Proposer's input as well as PSU's requirements. In general, CM/GC services are anticipated to include the following:

- A. Consult with, advise, assist, and provide recommendations to PSU and design team on all aspects of the planning and design of the renovation and expansion portion of the work. Provide information, estimates, and schemes and participate in decisions regarding materials, methods, phasing and costs to assist in achieving the highest quality construction within the budget and schedule.
- B. Consult with, advise, assist and provide recommendations to PSU and the design team on phasing, constructability and cost aspects of the tenant relocation and improvement portion of this work.
- C. Work with PSU in identifying critical elements of the Work that may require special procurement processes, such as prequalification of subcontractors or alternative contracting methods.
- D. Actively participate in a value engineering study of building expansion, seismic rehabilitation and associated work.
- E. Review in-progress design documents and provide input and advice on construction feasibility, alternative materials, and availability. Review completed design documents and suggest modifications to improve completeness and clarity.
- F. Provide input to PSU and the design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic conditions. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues. Advise PSU on subcontracting opportunities for certified minority/women and ESB firms.
- G. Continuously monitor the Project schedule and recommend adjustments in the design documents of construction solicitation packaging to ensure completion of the Project in the most expeditious manner possible.
- H. Prepare construction cost estimates for the Project at each design phase per the Owner's Project schedule. Notify PSU and design team immediately if construction cost estimates appear to be exceeding the construction budget.



- I. Furnish a final construction cost estimate for PSU's review and approval. Compare and resolve construction cost estimates prepared by an independent third party, construction cost consultant retained by PSU at each phase of the project.
- J. Submit a proposed GMP to PSU in conformance with CM/GC Agreement requirements. A complete copy of the GMP estimate, including all details, must be provided for PSU's consideration.
- K. Upon authorization of Owner's Authorized Representative, undertake early material procurement, site preparation and advance construction work.

### **1.2.2 Scope of Construction Period Services**

It is anticipated that the GMP will be requested at approximately 90% completion of Construction Documents for this project. The established GMP will be the maximum amount paid for construction, unless scope changes are requested in writing by the PSU Owner's Authorized Representative. Acceptance of the GMP by amendment to the Agreement will constitute completion of preconstruction services, and that GMP Amendment will initiate construction period services for the Project. At the time of execution of the GMP Amendment or an Early Work Amendment, the CM/GC will be required to submit a 100% performance bond a 100% payment bond for the either the early work or completion of the Project. In the event that the CM/GC is unable to furnish an acceptable GMP, PSU retains the sole option to cancel the solicitation and start a new process for the construction of the Project, or terminate the Agreement and award a replacement Agreement to the next highest rated Proposer from this solicitation. In general, construction services by the CM/GC are to include the following:

- A. Provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and perform all other acts and supply all other items necessary to fully and properly perform and complete the work as described in the contract documents.
- B. Prepare all bid packages as per the attached sample CM/GC Agreement. Ensure that all bids, including those deemed necessary for early procurement, are within budget.
- C. All bids are to be written and submitted in a sealed package to a specific location at a specific time.
- D. If less than three bids are submitted for any work component, including work that may be self-performed, approval by the PSU Owner's Authorized Representative is required to accept the bid or require a rebid.
- E. If the CM/GC is to self-perform some of the trade work, the CM/GC must bid competitively with trade subcontractors for that work. In such cases, bids must be delivered to a specified location at PSU three hours prior to the bid opening for that portion of the work.
- F. Implement an accounting system for effective fiscal control, including monthly cost estimate and monthly project status report with budget recommendations. The cost of preparing the monthly status report is to be included in the CM/GC Fee.
- G. Provide weekly job meetings and provide job-meeting notes and updated project schedule, distributed to PSU and the Architect within two days following the meeting.
- H. Coordinate the work of all special inspections, subcontractors, and vendors. Provide regular and on-going quality inspection and assistance to the design team in assuring the work meets the contract documents and applicable codes.
- I. Review all change order requests, both within the GMP or Early Work and involving a change to those costs.

- J. Maintain in a current condition all Project Records, including permits, construction documents, as built records via the BIM model, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, Request for Information (RFIs), Architect's Supplemental Information (ASIs), Change Orders (COs) etc.
- K. Meet established construction schedule deadlines and achieve established completion schedule.

#### **1.2.3 RFI, Submittal, and Change Order Processing**

The CM/GC Contractor shall process all RFI's, submittals, issues, billings, change order proposals and directives through PSU's Aim CPPM (Capital Planning & Project Module) system administered through Assetworks. This is an online data processing program that runs well on Internet Explorer 6 or 9, Firefox – all versions, and Safari. Access to the system will be granted to the CM/GC Contractor. PSU will provide training and technical support to the CM/GC Contractor. Training for this system shall be an allowable reimbursable expense from the CM/GC Contractor.

#### **1.2.4 LEED**

This project will comply with the Governor's executive order EO-03-03 to utilize sustainable practices in the design, construction, or renovation of new State buildings. See Appendix 4.14. It is PSU's intent that this new building will meet a minimum LEED Gold Certification LEED-NC (New Construction of Major Remodels) with aspirations of achieving LEED Platinum. The LEED Certification will be determined based on the final scope of work as developed by the Design and Construction team. The CM/GC Contractor will be required to perform all requisite documentation throughout each phase of the project and coordinating with the Owner's Architect as required by the USGBC in order to receive at least LEED Gold Certification. CM/GC Contractor will also be required to track the additional cost of any "green" features above and beyond standard building costs. See Appendix 4.01 for additional information on LEED-NC, or visit the US Green Building Council website at: <http://www.usgbc.org/DisplayPage.aspx?CategoryID=19> for a description of the programs and their certification requirements.

#### **1.2.5 Americans with Disabilities Act ("ADA")**

Besides complying with all city, state and federal rules, including both the accessibility requirements of the State of Oregon Building Code, as described under ORS 447.210 – 447.992, and the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), PSU strives to exceed the minimum ADA standards.

### **1.3 SELECTION PROCEDURE AND ANTICIPATED TIMETABLE**

The selection procedure is intended to evaluate the capabilities of interested GC firms to provide professional preconstruction services and construction services to PSU for this Project. The Selection Committee will numerically evaluate the responses to the RFP. On the basis of this evaluation, the highest scoring firms may be selected for final consideration through interviews and further investigation of references.

Following the optional interview, a written recommendation and form of Agreement will be forwarded to PSU's Director of Capital Projects and Construction for review and presentation to the successful proposer for signature.

**Two pre-proposal conference meetings will be held. Attendance at one of them is a Mandatory requirement to propose on this Project.** This Conference will be conducted at the time and location

specified in Section 1.3. Attendance will be documented through a sign-in sheet prepared by the OUS representative. Proposers who arrive more than 10 minutes after start of time of the meeting (as stated in the solicitation and by the OUS representative’s watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the Project. **Note that Parking at PSU can be difficult to find. Please plan accordingly.**

**RFP schedule is as follows:**

- October 28, 2013 ..... Advertisement of Request for Proposals
- October 31, 2013 @ 9:30 AM local time.....Pre-proposal Conference – attendance to either the October 31 or November 5 meeting is MANDATORY**  
**Meet at Suite 316 of the Market Center Building**  
**located at 1600 SW 4<sup>th</sup> Avenue, Portland, OR 97201**  
**\*\*Note: Parking is difficult to find at PSU. Please schedule your time accordingly.**
- November 5, 2013 @ 2:00 PM local time .....Pre-proposal Conference – attendance to either the October 31 or November 5 meeting is MANDATORY**  
**Meet at Suite 316 of the Market Center Building**  
**located at 1600 SW 4<sup>th</sup> Avenue, Portland, OR 97201**  
**\*\*Note: Parking is difficult to find at PSU. Please schedule your time accordingly.**
- November 8, 2013 @ 5:00 PM local time ..... Applicant questions due, solicitation protest deadline
- November 13, 2013 ..... Final addendum published if needed
- November 19 @ 5:00 PM local time.....Proposals Due\*\*Note delivery address in Section 1.4**

**The following are proposed timelines and are subject to change without notice:**

- November 25, 2013 ..... Notice of Intent to Award or notification of the most qualified applicants, and assignment of interview appointments
- December 19, 2013..... Finalist interviews if needed (please hold these dates as finalists will be assigned a time on one of these days.)
- December 23, 2013..... Notice of Intent to Award issued to apparent successful proposer
- December 31, 2013 ..... Selection protest period ends
- January 6, 2014 ..... PSU finalizes Agreement

**Schedule Milestones**

- January 23, 2014 ..... Programming Complete
- April 28, 2014 ..... Schematic Design Complete
- July 30, 2014 ..... Design Development Complete
- September 7, 2014 ..... Complete Bidding Docs for Early Site Work/Foundation Package
- October 7, 2014 ..... Complete Bidding Documents for Structural Package
- November 7, 2014 ..... Construction Documents Complete
- July 29, 2016 ..... Construction Complete

**1.4 RESPONSE**

To be considered for selection, written proposals and bid forms must arrive at Portland State University, Contracting and Procurement Services by the dates specified in Section 1.3. Delivery is recommended.

Proposers who mail packages should allow ample delivery time to ensure timely arrival. **Please note new mailing address.**

**FOR DELIVERY:**

Portland State University  
Contracting and Procurement Services  
Attn: Cate Antisdell  
SBA Expansion & Renovation CM/GC RFP  
1600 SW Fourth Avenue, Suite 260  
Portland OR 77201

**FOR MAIL: (Not Recommended)**

Portland State University  
Contracting and Procurement Services  
Attn: Cate Antisdell  
SBA Expansion & Renovation CM/GC RFP  
PO Box 751, Mail Stop: FAST-CAPS  
Portland OR 97207-0751

**It is the sole responsibility of the proposer to ensure timely delivery. Late proposals shall not be considered. Proposals will not be accepted at any other PSU location other than the address specified above. FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED**

Proposers selected may be requested to provide additional information, either informally or via the interview process, to clarify their proposals and to ensure mutual understanding of the scope of the work requirements and schedule.

**1.5 FORM OF AGREEMENT AND PREVAILING WAGE RATES**

PSU will use the sample CM/GC Agreement, attached as Appendix 4.1, and the current OUS General Conditions for Public Improvement Contracts (OUS General Conditions), which are incorporated into the sample CM/GC Agreement but separately attached to this RFP as Appendix 4.3 for ease of reference, as the basis for the final agreement. The General Conditions, as modified by Supplemental General Conditions developed during agreement negotiations, shall apply to the work of all subcontractors and to the work of the GC to the extent that they do not conflict with the Agreement. The current Supplemental General Conditions, subject to final negotiation as limited below are attached as Appendix 4.2.

It is the intention of PSU to enter into an Agreement with the selected Contractor.

During the term of any Agreement resulting from this RFP, the GC shall maintain in force, insurance required by the Agreement Documents (see OUS General Conditions and applicable Supplemental General Conditions). An Agreement will not be executed, and PSU will not issue a notice to proceed, until acceptable proof of insurance coverage and bonds are received.

The Agreement will be subject to the provisions relating to the payment of prevailing wages under ORS 279C.840. Contractor and any subcontractors performing all or part of the Agreement must pay not less than prevailing wages to each worker in each trade or occupation employed in the performance of the Agreement, as determined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contract in Oregon*. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: Prevailing Wage Rates for Public Works Projects in Oregon dated July 1, 2013 as amended on October 1, 2013 and the PWR Apprenticeship Rates dated July 1, 2013 as amended on October 1, 2013.

Such publications can be reviewed electronically at [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) and are hereby incorporated as part of the Agreement Documents.

## **1.6 RESERVED**

## **1.7 ADDENDA**

Although PSU encourages an open proposal process, prospective proposers need to be aware that the RFP will be modified only by documents issued as addenda by PSU. No other direction or comments received by proposers, written or oral, will serve to change the RFP.

## **1.8 QUESTIONS FROM PROPOSERS**

Questions and requests for clarifications or changes from proposers regarding this RFP must be received in writing via email no later than the date specified in Section 1.3 and shall be directed to the Contracting and Procurement Services department at: [proposals@pdx.edu](mailto:proposals@pdx.edu).

All questions and requests that are timely received will be answered via addenda to the RFP. Other information and responses, written or oral, which are not contained in official written addenda to the RFP from PSU or any other source, are not binding on PSU. The final addenda, if any, will be released no later than the date specified in Section 1.3. Proposers are encouraged to call to check on the status of such addenda prior to submission of their written proposals.

## **1.9 PROTESTS**

### **1.9.1 Solicitation Questions, Requests for Clarification or Change, and Protests**

Prospective respondents may submit questions, requests for clarification, or requests for change or protest of particular solicitation provisions and specifications and conditions, (including comments on any specifications that a firm believes limits competition) in writing via email to [proposals@pdx.edu](mailto:proposals@pdx.edu).

These must be in writing and must be received by PSU prior to the date specified in Section 1.3. Such requests for clarification or change must include the reasons for the request and any proposed changes to the solicitation provisions and specifications and conditions. Protests must fully specify the grounds for the protest and include all evidence that the protestor wishes PSU to consider and must otherwise comply with OAR 580-061-0145.

Questions and requests for clarification and change that are timely received will be answered via addenda. Protests will be answered directly with the protesting proposer. Failure to raise an issue with solicitation provisions and specifications and conditions during this period may preclude a selection protest based upon such issue. Any changes arising from questions, requests for change or protests will be made only via addenda to the RFP. Responses from PSU not contained in an official addendum to the RFP are not binding on PSU. Proposers are encouraged to check on the status of such addenda prior to submission of their proposals.

### **1.9.2 Selection Protests**

Any proposer who responds to this RFP and claims to have been adversely affected or aggrieved by the selection of competing proposer shall have the opportunity to submit a written protest to the

address below. Protests must fully specify the grounds for the protest and include all evidence that the protestor wishes PSU to consider and must otherwise comply with OAR 580-061-0145.

**FOR DELIVERY:**

Portland State University  
Contracting and Procurement Services  
Attn: Darin Matthews  
PROTEST - SBA Expansion/Renovation CM/GC RFP  
1600 SW Fourth Avenue, Suite 260  
Portland OR 77201

**FOR MAIL: (Not Recommended)**

Portland State University  
Contracting and Procurement Services  
Attn: Darin Matthews  
PROTEST - SBA Expansion/Renovation CM/GC RFP  
PO Box 751, Mail Stop: FAST-CAPS  
Portland OR 97207-0751

The written protest must be received by the date and time specified in Section 1.3. All protests will be answered directly with the proposer.

**1.10 INCURRED COSTS**

Portland State University is not liable for any costs incurred by the CM/GC Contractor in the preparation or presentation of their proposals.

**1.11 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT; SEXUAL HARASSMENT**

By submitting a proposal package, the proposer certifies conformance to the applicable federal, state and local laws, acts, executive orders, statutes, administrative rules, regulations, ordinance and related court rulings concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by the Federal or Oregon State or local Governments, having responsibility for the enforcement of the foregoing, shall be supplied to PSU upon request for purposes of investigation to ascertain compliance with the foregoing.

Pursuant to OAR 580-061-0030, by submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR 580-061-0040, proposers are hereby notified that the OSBHE has adopted policies applicable to consultants and contractors that prohibit sexual harassment and that proposers and their employees are required to adhere to PSU's policy prohibiting sexual harassment in their interactions with members of PSU's community.

**1.12 EQUITY AND DIVERSITY**

PSU is committed to ensuring equity and diversity in its procurement and contracting process and increasing opportunities for Minority, Women and Emerging Small Businesses (MWESB). Therefore, PSU strongly encourages its consultants and contractors to utilize MWESB firms in providing services and materials for PSU contracts and projects.

**1.13 PUBLIC RECORDS**

PSU will keep this RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of any Agreement, as part of file or record that is open to public inspection. If a proposal contains any information that constitutes a trade secret under ORS 192.501(2), each sheet containing a trade secret must be marked with the following legend:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure may apply “unless the public interest requires disclosure in the particular instance” (ORS 192.501). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law. These restrictions may not include cost or price information.

**END OF SECTION 1**

## SECTION 2 - PROPOSAL REQUIREMENTS

### 2.1 PROPOSAL SUBMISSION

Submission must include:

1. One (1) CD containing a PDF (Portable Document Format) version of the written proposal.
2. Eight (8) paper copies of the proposal.
3. Prequalification statement listed in Part A of this RFP.
4. CM/GC Division 1 Expenses Worksheet
5. All items above submitted in a sealed envelope that includes contractor name and project name.

Proposals must:

1. Include responses to the requested information in Section 2.2.
2. Include name, address, email and phone number for the main proposal contact person.
3. Include page numbers and firm name on each page.
4. Respond with information in the same order and headings as in Section 2.2.
5. Not exceed fifteen (15) double-sided 8 ½" x 11" pages in length for a total of thirty (30) pages including covers or letters but not including the bid form, bid security, prequalification statement or worksheet. Ledger size 11"x17" pages may be used. Each side of an 11"x17" page counts as two (2) pages. Page count includes *all* sheets submitted except for a blank page. If proposal exceeds the page limit, only the allowed number of pages will be considered starting with the first page.
6. Be in a font size of 10 point or larger.
7. Be stapled in the corner and printed on recycled paper.

At the Owner's sole discretion, incomplete proposals may not be considered.

### 2.2 EVALUATION CRITERIA

#### 2.2.1 Firm Background – 10 points

Describe your firm's history. Include information identifying the firm's annual volume, financial/bonding capacity for this project, and speak to the firm's stability in the market place. Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project will assist in the evaluation. Provide CCB license number and completed Prequalification Statement listed in Part A of this RFP.

#### 2.2.2 Key Personnel – 20 points

Provide a list of names and define the relationship of management individuals that you will commit to this Project. Demonstrate the proposed key personnel's specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with the CM/GC process and working under OUS or similar large public contracting agencies' contracting rules. Identify their length of employment with your firm and, if less than three years, recent prior firm(s), their responsibility on this Project, and their primary office locations. Indicate the amount of time commitment available to this Project during the preconstruction and construction phases. Any substitutions of the personnel identified in Proposals to this RFP must be approved in writing by the University prior to making the personnel changes.



**2.2.3 Firm Experience with Higher Education, Project Understanding – 20 points**

Describe your firm's experience with Higher Education projects of similar size, type, and complexity. Of particular interest are descriptions of Higher Education projects where the building was renovated and expansions occurred while the owners chose to occupy the building during the construction period due to their lack of flex space.

**2.2.4 Firm Experience with Schools of Business, Project Understanding – 5 points**

Describe your firm's experience with School of Business projects of similar size, type, and complexity (e.g., business schools for higher education). Describe your firm's relevant experience with Construction Manager/General Contractor work. Provide a list of the jobs utilizing CM/GC contracting including the number of years of your firm's CM/GC experience.

**2.2.5 Firm Experience with CM/GC Work – 10 points**

Describe your firm's experience with Construction Manager/ General Contractor (CM/GC) work. Provide a list of the jobs in which your firm acted as a CM/GC and include the dates associated with each of these projects.

**2.2.6 Experience with LEED, SEED, & Sustainable Construction Processes – 15 points**

Describe your firm's experience with LEED, Living Buildings, Net Zero Buildings or other advanced sustainable processes.

**2.2.7 Scheduling Methodology – 15 points**

Describe how you will forecast and achieve project milestones requested by the Owner. This shall include preparation of temporary spaces for building occupants, final move into the completed building, and temporary facilities to keep occupants warm during the winter while the steam system is being revised and comfortable during the summer when the chilled water system is being modified.

**2.2.8 Site Safety and Logistics Plan – 10 points**

Describe how you will keep construction workers, students, faculty, staff and visitors to campus safe while minimizing impact to the day to day operations of the campus.

**2.2.9 Proposed Fees – 25 points**

**Preconstruction Services Fee:** Provide your firm's Preconstruction Services Fee as a maximum not to exceed amount for this Project. Cost of this work is to be paid on a cost reimbursement basis up to a stated maximum. This fee is for the services described in Section 1.2.1. Complete the attached Appendix 4.12, CM/GC Division 1 Expenses Worksheet to indicate your firm's allocation of the Preconstruction Fee. Provide a detailed explanation of the services to be provided during preconstruction services including your resource allocation, primary office location to complete these services, general plan for accomplishing the tasks, staff assignments, and approximate hours of effort associated with each task. (3 points)

**CM/GC Fee:** Provide your firm's CM/GC Fee as a percentage of the Estimated Cost of the Work for this Project (assumed, for this purpose to be \$44 million). This fee is to include, at a minimum, the services specified in the CM/GC Agreement in Article 8 and in Appendix 4.1, including the OUS General Conditions but excluding preconstruction services and any services the CM/GC intends to

submit a bid to self-perform. The CM/GC fee is to include, at a minimum, the services and elements specified in Appendices 4.4, 4.5, and 4.6 as being part of the CM/GC fee. Describe any other cost elements that the firm considers to be outside this fee. Complete the attached Appendix 4.12, CM/GC Division 1 Expenses Worksheet to indicate your firm's allocation of the CM/GC Fee. (12 points)

**CM/GC Cost of General Conditions:** Provide your firm's proposed maximum not-to-exceed amount for the Cost of General Conditions for the project. Provide proposed rental equipment rates and proposed hourly rates of personnel to be assigned for the project. This fee is to include as a minimum the on-site supervision and facilities specified in Appendix 4.4. PSU recognizes that this is a minimal cost in relation to the overall CM/GC Agreement, but intends to evaluate this proposed cost consistent with industry standards in order to avoid a disproportionate, unreasonable or obvious loss leader. Proposals for these professional services at no cost or clearly understated costs may be rejected. Describe any other site management costs that the firm considers to be outside the general conditions. Complete the attached Appendix 4.12, CM/GC Division 1 Expenses Worksheet to indicate your firm's allocation of General Condition's costs. The Sample CM/GC Agreement may be modified to reflect the resulting fee arrangements if the General Conditions cost is specifically identified. (6 points)

**GL Insurance Rates:** Provide your firm's General Liability Insurance Rates. (2 points)

**Bond Rates:** Provide your Payment and performance bond rates. (2 points)

The proposer with the lowest fee or fee % in the categories mentioned above will receive full points, higher cost proposers will receive proportionally lower points according to the formula:  $[1 - (\text{proposer's fee or fee \%} - \text{low proposer's bid}) / \text{proposer's fee or fee\%}] \times \text{possible points}$ .

**Anti-Gouging:** The Owner reserves the right, to be exercised in its sole and absolute discretion, to reject any price or fee proposal the Owner determines to offer or that will result in an unreasonably high price. The Owner also reserves the right to cancel this procurement and to reject any or all proposals.

**2.2.10 BIM and Closeout Proficiency – 10 points**

Describe how you will receive the BIM model from the Architect and keep it seamlessly up-to-date throughout the course of the project closeout and turnover to the Owner.

**2.2.11 Equity and Diversity Plan –20 points**

PSU is committed to increasing contract opportunities for Minority, Women and Emerging Small Businesses (MWESB). Therefore, **PSU aspires to achieve a twenty (20) percent utilization of MWESB subcontractor participation on this Project** (based on total Agreement value).

**MWESB utilization:** List State of Oregon MWESB certification numbers for your company or any MWESB subcontractors, partners, or suppliers that you will utilize on this Project team, as well as any self-identified firms. Please include their specific role on the Project and give the anticipated percentage of MWESB utilization on Project. Substitutions of these subcontractors or suppliers after award of the contract shall require PSU approval. The selected contractor will be required to report actual utilization to PSU.

Provide examples of your firm's past performance with regards to MWESB utilization and subcontracting plans. Please include number and dollar amount of subcontracts awarded, and any utilization percentages or other performance indicators. (10 points)

**Workforce diversity and community involvement:** State your firms' nondiscrimination policies and practices, hiring strategies, workforce diversity plans, and outreach plans that ensure a diverse workforce. Include the diversity of your current workforce and what steps are taken to provide employment and promotional opportunities for women and minorities. Include any community activities that promote workforce diversity, such as job fairs and youth outreach events. (10 points)

**2.2.12 Contingency Funds – 15 points**

Describe your firm's philosophy in establishing and managing contingency funds. Discuss how your firm sets contingencies, how they are used throughout the Project, and your approach to reducing contingencies during the progress of the construction. Provide any examples your firm may have in successfully managing contingency funds on similar CM/GC projects.

**2.2.13 Optional Reference Check – 10 points**

Provide six (6) professional references from similar projects, including the project name, the name of the design team, members for whom this reference is relevant and contact name and phone number. At least two of the references shall be subcontractors, two shall be owners and two shall be architects. Information from references may be utilized for the evaluation of any of the above criteria. References may only be checked and scored for interviewed firms.

**2.2.14 Optional Interview – 50 points**

Interviews may be conducted to allow the bidder to expand on each of the above categories.

**END OF SECTION 2**

### SECTION 3 - EVALUATION AND SELECTION PROCESS

#### 3.1 SELECTION COMMITTEE

Proposals will be evaluated by qualified reviewers as designated in 3.2. Committee members will not be announced prior to interviews.

#### 3.2 EVALUATION CRITERIA

The evaluation criteria and maximum allowable points to be used in the evaluation process are as stated in Section 2.2:

<b>Item</b>	<b>Criteria and Points</b>	<b>Evaluated By</b>
2.2.1	Firm Background – 10 points	Selection Committee
2.2.2	Key Personnel – 20 points	Selection Committee
2.2.3	Firm Experience with Higher Education, Project Understanding – 20 points	Selection Committee
2.2.4	Firm Experience with Schools of Business, Project Understanding – 5 points	Selection Committee
2.2.5	Firm Experience with CM/GC Work – 10 points	Selection Committee
2.2.6	Experience with LEED, SEED, & Sustainable Construction Processes – 15 points	Selection Committee
2.2.7	Scheduling Methodology – 15 points	Selection Committee
2.2.8	Site Safety and Logistics Plan – 10 points	Selection Committee
2.2.9	Proposed Fees – 25 points	Calculation
2.2.10	BIM and Closeout Proficiency – 10 points	Selection Committee
2.2.11	Equity and Diversity Plan – 20 points	MWESB Committee
2.2.12	Contingency Funds – 15 points	Selection Committee
<b>Total available for written proposals – 175 points</b>		
2.2.13	Optional Reference Check – 10 points	Selection Committee Designee
2.2.14	Optional Interview – 50 points	Selection Committee
<b>Total available for short-listed firms – 60 points</b>		
<b>Total possible – 235 points</b>		

#### 3.3 SELECTION PROCESS

The proposal package will be evaluated as follows:

- A. Review for inclusion of all elements specified in Section 2, Proposal Requirements. Any proposals which do not include all required elements may be rejected as non-responsive at Owner's discretion.
- B. Total preliminary point ratings will be assigned to the proposal packages using the criteria specified in Section 2.2, items 2.2.1 through 2.2.12.
- C. At Owner's sole discretion the proposers submitting the proposal packages who receive the highest point totals, may be invited to an interview with the Selection Committee. Should interviews occur, points will be assigned using the criteria specified in Section 2.1, item 2.2.14.
- D. At this point, references may be checked and scored for interviewed firms. Points will be assigned using the criteria specified in Section 2.2, item 2.2.13.
- E. A Notice of Intent to Award shall be issued to the proposer with the most cumulative total points (Section 2.2, items 2.2.1 through 2.2.14).

END OF SECTION 3

## APPENDICES

- 4.1 SAMPLE CM/GC AGREEMENT
- 4.2 SUPPLEMENTAL GENERAL CONDITIONS
- 4.3 OUS GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT
- 4.4 PSU CAMPUS MAP
- 4.5 DIVISION 1
- 4.6 BID FORM
- 4.7 BID BOND
- 4.8 PERFORMANCE BOND
- 4.9 PAYMENT BOND
- 4.10 PRELIMINARY PROJECT SCHEDULE
- 4.11 CM/GC FEE CONTENTS
- 4.12 CM/GC DIVISION 1 EXPENSES WORKSHEET
- 4.13 CM/GC DIVISION 1 EXPENSES
- 4.14 LEED REQUIREMENTS
- 4.15 ASBESTOS SURVEY FOR THE SCHOOL OF BUSINESS ADMINISTRATION
- 4.16 ASBESTOS SURVEY FOR THE SCHOOL OF EDUCATION
- 4.17 JAN 2011 ZGF REPORT
- 4.18 APRIL 3, 2008 FACILITY CONDITION ANALYSIS FOR SBA BY ISES
- 4.19 APRIL 3, 2008 FACILITY CONDITION ANALYSIS FOR ED BY ISES
- 4.20 CURRENT FLOOR PLANS
- 4.21 DRAWINGS
  - 4.21.1 ORIGINAL SBA DESIGN DRAWINGS
  - 4.21.2 ORIGINAL ED DESIGN DRAWINGS
- 4.22 PSU DATA AND CABLING STANDARDS
- 4.23 GEOTECH REPORT OF LINCOLN HALL (LH)
- 4.24 GEOTECH REPORT OF THE ACADEMIC AND STUDENT RECREATION CENTER (ASRC)
- 4.25 SBA BUILDING DESIGN AND SUSTAINABILITY VISIONS