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OREGON STATE UNIVERSITY

REQUEST FOR QUALIFICATIONS

#181373

**Cascade Hall, Snell Hall and Kerr Administration
Building Renovation and Improvement Projects
General Contractor RFQ**

CONTRACT ADMINISTRATOR:

Oregon State University

Brooke Davison

Construction Contracts Officer

Brooke.Davison@oregonstate.edu

ISSUE DATE: March 24, 2016

RFQ CLOSING (DUE) DATE: April 6, 2016, 2:00 PM, Pacific Time

NO LATE RESPONSES WILL BE ACCEPTED

SUBMITTAL LOCATION

Oregon State University

Procurement, Contracts & Materials Management

Construction Contract Administration

Attention: Brooke Davison

644 SW 13th Ave

Corvallis, OR 97333

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I. INTRODUCTION

Oregon State University (“OSU”) is seeking responses from firms interested in providing general contracting services to OSU by submitting a response to this Request for Qualifications (“RFQ”) for renovation and improvement projects in Cascade Hall, Snell Hall and the Kerr Administration Building (collectively, the “Project”). The selected general contractor shall develop multiple cost proposals for the various projects in these three buildings and OSU intends to issue separate (lump-sum) construction contracts to the selected contractor for each of these cost proposals. Project scopes and construction documents for the cost proposals will be created by OSU to facilitate timely and cost effective construction, usually involving a professional designer, but also using narratives or other means when appropriate. The successful general contractor may be asked to include a “pre-construction” service proposal for more complicated projects.

The attached sample contract contains contract terms and conditions applicable to the work, and will form the basis of the contracts.

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this RFQ:

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates as outlined in Sections C.1 and C.2 of the General Conditions. This RFQ and the resulting Contracts are subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

- January 1, 2016 PWR Apprenticeship Rates
- January 1, 2016 Prevailing Wage Rates for Public Works Contracts in Oregon
- January 1, 2016 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available on line at:

http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml

All respondents shall be registered and licensed with the Oregon Construction Contractors Board and have on file with the Construction Contractors Board the required public works bond prior to submitting responses, unless exempt under ORS 279C.836 (4), (7), (8), or (9). Failure to be licensed and have the bond in place will be sufficient cause to reject responses as non-responsive. All subcontractors subsequently hired by selected contractor must also be registered and licensed with the Oregon Construction Contractors Board and have on file with the Construction Contractors Board the required public works bond prior to any work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9).

When selected, the general contractor will be a part of a construction team composed of OSU, its architects and other project consultants through the completion of the work. The general contractor shall be skilled in construction, developing schedules, preparing construction estimates, performing value engineering, analyzing the constructability of alternative designs, studying labor

conditions, understanding construction methods and techniques, selecting subcontractors, coordinating construction processes, managing construction activities in an occupied building, and be capable of providing assistance to OSU in procuring long lead equipment and materials. The general contractor will be expected to communicate the construction-related aspects of the work to all team members throughout the design and construction phases. In addition, the general contractor shall be familiar with the local labor and sub-contracting market and be capable of working and contracting directly with sub-contractors to generate viable pricing.

OSU will require the successful general contractor to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with emerging small businesses, and minority and women owned businesses in the Project.

Compensation shall be based upon lump sum amounts, as set forth in the sample contracts attached to this RFQ. The successful general contractor may be asked to provide "**Preconstruction Services**" for some of the component projects. Preconstruction Services include, but are not necessarily limited to, constructability reviews, value engineering, cost estimating, development of phasing programs and development of a cost proposal.

The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU. OSU will use the July 1, 2014 OSU General Conditions for Public Improvement Contracts (the "**OSU General Conditions**") as the basis for the final agreements. The OSU General Conditions, and the Supplemental General Conditions attached to this RFQ, shall apply to the work of all subcontractors and to the work of the general contractor to the extent that they do not conflict with the contracts.

If OSU is unable to successfully agree upon contract terms or conditions for the work with the highest ranked proposer, OSU may terminate discussions and enter into discussions with the next highest ranked proposer. If for any reason the parties are not able to reach agreement on contract terms, OSU will be entitled to obtain services from any other source available to it under the relevant contracting laws, OSU Standards and policies, including negotiating with the next highest ranked proposer to enter into a contract specifying a mutually agreed upon terms.

If OSU chooses not to continue a segment of the work beyond the completion of Preconstruction Services, the general contractor's compensation will be limited to the costs of the Preconstruction Services, not exceeding the maximum not-to-exceed compensation stated in the contract.

OSU will monitor the competitive processes used to award subcontracts by the contractor. The following minimum requirements will be used (in this context Owner means OSU):

1. The selection of all Subcontractors and suppliers shall be made by competitive Offers in a manner that will not encourage favoritism or substantially diminish competition. While not subject to the competitive procurement requirements of ORS Chapter 279C, the process shall

conform to the following procedures, in general compliance with the open and competitive nature of public procurement, taking into account industry subcontracting practices.

a. Contractor shall submit to Owner's Authorized Representative its proposed procurement documents for review and comment before they are issued for solicitation. Contractor shall consider and respond to all Owner comments regarding any proposed offer packages. As offers are received, Contractor shall submit to the Owner an offer comparison in a mutually agreeable form together with any specific back-up documentation requested by Owner. The competitive process used to award subcontracts by the Contractor may be monitored by the Owner's Authorized Representative or their designee; provided that such monitoring shall not excuse Contractor from compliance with the subcontracting requirements of the Contract. Contractor shall cooperate in all respects with Owner's monitoring. The Owner's Authorized Representative shall be advised in advance of and be given the opportunity to be present at offer openings, and Contractor shall provide him or her with a summary or abstract of all offers in form acceptable to the Owner's Authorized Representative, and copies of particular offers if requested, prior to Contractor's selection of offerors. Prior to opening Offers, the Contractor agrees to disclose in writing to Owner any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an affiliate of Contractor.

b. Solicitations will be advertised at least 10 Days prior to opening in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach the Minority, Women and Emerging Small Business audience. Contractor also agrees to advertise in a local community newspaper in the area in which the Project is located, in order to allow for local participation in the solicitation process.

c. Unless specific other prior arrangement has been made with Owner, all offers will be written, and submitted to a specific location at a specific time. Contractor shall time-stamp all offers as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.

d. If fewer than three (3) offers are submitted in response to any solicitation (inclusive of any offer submitted by Contractor), prior written approval by Owner shall be required to accept an offer.

e. Contractor may develop and implement a prequalification process for particular solicitations, followed by selection of successful offers among those offerors that Contractor determines meet the prequalification standards, with Owner's prior written approval of such prequalification process.

f. Contractor shall comply, and require Subcontractor compliance with, State of Oregon Bureau of Labor & Industries prevailing wage rates as specified in this RFQ.

- g. Owner may, at its sole discretion, require Contractor to re-solicit for offers based on the same or modified documents.
- h. Contractor shall review all offers and shall work with offerors to clarify offers, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
- i. Contractor shall document any and all discussions with, questions received from, or answers and responses given to, any offeror prior to the receipt of offers, and will ensure that any information provided by Contractor to any offeror that might affect offers submitted by other offerors is shared with all offerors prior to the offer submittal date, and Owner shall be entitled to inspect such documentation on request.
- j. Contractor shall determine the lowest offer for each solicitation that meets Contractor's reasonable performance standards for the components of the Work at issue; provided that if Contractor determines it is unable to execute a suitable subcontract with such offeror, Contractor may, with Owner's prior approval, execute a subcontract with the second-lowest offeror pursuant to paragraph k below.
- k. Under special circumstances and only with prior written authorization by Owner, Work may be subcontracted on other than a low price basis, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require Contractor's agreement to establish and implement qualification and performance criteria for offerors, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for Subcontractor work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner.

II. PROJECT DESCRIPTION

The work in the three buildings is expected to include the following (but changes are possible)

- Snell Hall Roof Replacement
- Snell Hall Interior Improvements (multiple projects)
 - Minor Architectural configuration changes.
 - Replacement of floors, finishes, ceilings and lighting.
 - Data lines and conduit
- Snell Hall Data Rooms
 - Addition of small cooling systems, power, conduit and minor configuration changes within existing rooms.
- Snell Hall ADA Restrooms
 - Convert restrooms/shower areas to ADA compliant restrooms – one per floor
- Snell Hall ADA Path of Travel

- Concrete ADA parking stalls, ramps and side walk path of travel from Kerr west lot to Snell. Work on ADA entrance and landscaping.
- Snell Hall Waterproofing
 - Replacement or modification to exterior windows and walls.
- Snell Hall Fire Alarm Upgrades/Replacement
- Snell Hall 2D Art Tenant Improvements (low rise area)
 - Repurposing of 10,000+ SF of kitchen, craft and dining area to become studio space for art, painting and other classes. Conceptual design is complete
- Kerr Admin Interior Improvements
 - Architectural configuration changes.
 - Replacement of floors, finishes, ceilings and lighting.
 - Data lines and conduit
 - Security cameras
- Cascade Hall INTO Build Out Phase II
 - Repurposing and renewal of 15,000 SF of art studio space to become classrooms and offices
 - Demolition/removal of warehouse and old residence near Cascade Hall
 - Hardscape and landscape improvements around building

The expected total construction cost the work anticipated is between \$5M and \$7M. OSU reserves the right, but not the obligation, to award all work anticipated under this RFQ to the selected contractor. OSU intends to issue multiple contracts for the work to the selected general contractor.

III. DESIGN TEAM

There may be multiple designers for this project. Designers have not yet been chosen.

IV. BUDGET

The construction budget for the components of this project is currently estimated to be between \$5M and \$7M. This budget will include all materials and labor costs, escalation, the contractor's fee, general conditions costs, limited reimbursable expenses, payment and performance bonds and the contractor's contingency.

V. SELECTION PROCEDURE AND TIMETABLE

A mandatory pre-response site visit/walk-through will be held on March 30, 2016 at 10:00 AM. Meet at the north (main) entrance to Cascade Hall. A representative of each proposer's firm is required to attend. The pre-response site visit will be the respondents' main opportunity to discuss the Project with OSU. Responses will not be accepted from respondents who have not had a representative attend the mandatory pre-response site visit/walk through. Attendance will be documented by a sign in sheet distributed by OSU.

Beginning with responses to this RFQ, the selection procedure will be used to evaluate the capabilities of interested general contractor firms to provide services to OSU for the Project. The responses to this RFQ will be evaluated by the selection committee, which will be comprised of representatives from OSU. Interviews of short-listed finalists and further investigation of references will occur following the receipt and review of the responses.

Oregon State University's Office of Construction Contract Administration will make the award and present the agreement to the selected firm for its signature.

Selection timetable is approximately as follows:

March 24, 2016	Issue RFQ
March 30, 2016 10:00 AM	Mandatory site visit Meet at Cascade Hall, main entrance
April 6, 2:00 PM Pacific Time	Responses submitted to OSU
April 6], 2016	Short-list meeting to select finalists
April 8, 2016	Selection committee interview finalists
April 11, 2016	Notice of Intent to Award
[=April 25, 2016	Contract execution

VI. INSTRUCTIONS TO RESPONDENTS

Your response should be contained in a document not to exceed **fifteen (15) single sided pages** including pictures, charts, graphs, tables and text you deem appropriate to be part OSU's review of your response. Resumes of key individuals proposed to be involved in this Project are exempted from the 15-page limit and should be appended to the end of your response. No supplemental information to the 15-page response will be allowed. Appended resumes of the proposed key individuals, along with a transmittal letter, table of contents, front and back covers, and blank section dividers will not be counted in the 15-page limit.

Information should be presented in the same order as the following evaluation criteria. Your response should follow the format outlined below **and be signed by an officer of your firm with the authority to commit the firm. Make sure to include contact information including email for communication purposes**. The response should be submitted in a soft-bound (no three-ring binders) format with page size of 8 ½ x 11 inches. No fold-outs other than one fold out Project schedule and one site logistics plan (not to exceed 11 x 17 inches each) should be included. The basic text information of the response should be presented in standard business font size, and reasonable (no less than one-inch) margins.

OSU may reject any submittal not in compliance with all applicable OSU bidding procedures and requirements, and may cancel this solicitation or reject for good cause, all responses upon a finding by OSU that it is in the public interest to do so.

Please note that throughout this procurement, OSU will not accept responses or queries that require

OSU to pay the cost of production or delivery. OSU is an AA/EEO employer.

Telephone, facsimile, or electronically transmitted submittals will not be accepted.

Responses received after the closing date and time will not be considered.

VII. RESPONSE REQUIREMENTS/EVALUATION CRITERIA

The following questions constitute the evaluation criteria for the selection committee to score responses. Please respond to each criterion in numerical order. For ease in scoring the responses, please provide tabs keyed to each of the following criteria numbers. Indicate in writing the following information about your firm's ability and desire to perform this work.

1. Firm Background

Provide a brief description of your firm, your firm's history, and your firm's business philosophy including the fundamentals that you believe have been key to your success. Include your firm's business management organizational chart (as distinguished from a proposed organizational chart specific to this Project). List the major projects (>\$5M) currently under contract with your firm, your personnel for those projects if the personnel are also proposed for this Project, and the stage of completion for those projects if they include firm personnel proposed for this Project. (Weight 10)

2. Key Personnel

Identify the personnel in your firm assigned to this Project. Provide concise descriptions of their experience that you believe will be relevant to this Project. OSU is particularly interested in experience relative to managing multiple renovations and other building and site improvements. Use specific examples, including the role of your key proposed personnel on past projects and explain their responsibilities for this Project. Describe each key person's knowledge of regional/local subcontractors/material suppliers, and how this knowledge will be beneficial to OSU this Project. For all proposed personnel, identify the length of their employment with your firm, their responsibilities proposed for this Project, and their primary office location during the preconstruction and construction phases of the Project. Indicate the percentage of individual personnel time commitment for this Project during the preconstruction and construction phases. Include your proposed management organization chart for the Project. (Weight: 20)

3. Specific Project Experience

This project consists of a variety of construction types as part of the whole. Identify your firm's experience with the project types listed: exterior maintenance improvements, accessibility upgrades, infrastructure upgrades, quick turn tenant improvements, and adaptive reuse/higher education classroom tenant improvements. (Weight: 20)

4. Cost Control/Risk Management Methods

Describe your firm's methodology and experience with preconstruction services, including value

engineering, cost planning, and constructability analyses, and cost and constructability risk management and risk mitigation evaluations/analyses. Identify successful experiences or unique services you offer in these areas. Describe how your firm will work with the design team(s) to successfully implement these processes concurrently and throughout project scoping and design. Describe in detail how your firm will manage and communicate ongoing regular construction costs and budget status with the Owner and the Owner's design team(s). Describe in detail your processes to develop project budgets, and the specific project controls you will employ to control costs during construction. (Weight: 25)

5. Project Management

Describe your firm's processes for managing multiple projects including how you will manage construction teams in order to ensure that the projects are completed safely, on schedule and within the contract budget and with the high quality expected by OSU. Provide a description of your processes for managing changes in construction, including your proposed methods that will mitigate construction change orders and construction claims.

Describe your firm's approach to the management and administration of on-site construction activities for this Project. Include a site plan or diagram depicting your approach. Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise, material storage, onsite offices, trash/recycling, security, temporary toilet facilities and utilities and other related factors. Also, describe how your firm will work on the OSU campus to mitigate construction delivery, and construction activities on our students, faculty, staff, and visitors. (Weight: 25)

6. Workforce Diversity Plan

Provide a description and identification of Minority Business Enterprise (MBE), Women Business Enterprise (WBE) or Emerging Small Business (ESB) certifications for your firm and a description of your nondiscrimination practices. Provide historical information on MBE, WBE or ESB Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed by your firm within the past three (3) years.

Provide a narrative description of your current workforce diversity program/plan, and the plan for obtaining subcontracting, consulting, and supplier diversity for this Project. Include a description of the outreach program or plan, including a schedule of events and specific steps that will be taken to maximize broad based and inclusive participation and the plan to provide mentoring, technical or other business development services to subcontractors needing or requesting such services.

The contractor will perform the Work with respect to diversity according to the means and methods described in the workforce plan described in the response, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards. (Weight: 10)

7. Sustainability

Describe your firm's regular sustainable construction practices. Include information on previous projects where meeting (minimum) LEED silver sustainability measures were important to the client. The projects that constitute this RFQ will not be required to be LEED certified, but will need to demonstrate sustainable practice using equivalent measures. (Weight: 10)

8. Safety

Provide the following safety information relative to Oregon or Pacific Northwest work experience. If you are a division of a larger corporation doing business outside the Pacific Northwest, your response should reflect only Pacific Northwest or Oregon experience.

- a) Experience Modification Rate (EMR) for each of the last five years.
- b) Lost Time and Recordable Incident Rates for each of the last five years.
- c) OSHA fines for each of the last five years (including any fines initially imposed, but later rescinded). Include a brief summary and amount of each fine.
- d) Your corporate safety philosophy and approach including a description of how this philosophy is implemented from senior management to all building trades workers. (Weight: 10)

10. References

Provide current contact information for references for each of the key personnel you propose for this project. The references should represent at least one of each of the following: owners, subcontractors, and sub-consultants. These references should relate to projects of a size, scope and/or complexity comparable to this project. The references identified should have had direct contact with your team member.

In addition, please provide current contact information for three owners, three sub-contractors, and three sub-consultants to be used as references for your firm for this project. Please verify that the individuals identified have had direct contact with the referenced project. Please do not include references from any firms or individuals included in your team for this Project.

OSU may check with these references or other references associated with past work of your firm. (Weight: 0)

VIII. RESPONSE EVALUATION

This Request for Qualifications (RFQ) is the first step in a two-step process in the selection of a general contractor for this Project. The responses to this RFQ will be evaluated by the selection committee, which will be comprised of representatives from OSU. On the basis of this evaluation, the selection committee will make its best efforts to limit the field of finalists to at least three (3), but not more than five (5), firms to be selected for final consideration through interviews of each finalist and further

investigation of references. OSU will utilize this RFQ process to obtain information to enable selection of the most qualified proposer through evaluation of:

- a. The respondents' responses to questions contained in this document;
- b. Information obtained during an interview of the respondents by the selection committee;
and
- c. The results of discussions with the respondents' references and others.

Each criterion in the first step of the evaluation process has been assigned a weight between 0 and 25. Each member of the evaluation committee will rate each firm in each criterion between 0 and 5 (five being the highest), and multiply that number by the weight assigned to the criterion. The evaluation committee members will then total the weighted score from all of the criteria to obtain the total score. The result of this total score will be used to rank all respondents.

The RFQ also requires reference information for your firm. OSU will utilize this information and any other independently obtained references that can provide background on your firm. This information will not be separately scored, but results obtained from these and/or other reference checks will be utilized in evaluating and scoring in the other criteria and in the final ranking.

In addition, the RFQ response will be used in preparation for interviews of the finalists. Firms chosen to participate in the interviews may be asked to respond to additional questions designed to clarify and/or expand on their responses. Interviews will include a presentation period for the respondents to highlight their original response as well as respond to additional questions or information that may be requested in advance by the evaluation committee, and then a separate Q&A session. After all of the interviews/discussions are completed, the evaluation committee will select the Apparent Successful Proposer by ranking the interviewed respondents based on all information received, presented, found and heard.

IX. FINANCIAL RESPONSIBILITY

OSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract. Submission of a signed response will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify the firms, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the submission.

OSU may postpone the award or execution of a contract or selection of finalists in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsible and constitute grounds for response rejection.

X. SUBMISSION

Submit **Ten (10)** copies of your written response, along with an electronic version on a thumb drive, to be received by the closing date and time listed in this document to:

Brooke Davison
Procurement, Contracts and Materials Management
Construction Contract Administration
Oregon State University
644 SW 13th Ave.
Corvallis OR 97333
Email: Brooke.Davison@oregonstate.edu

Telephone, facsimile, or electronically transmitted submittals will not be accepted.

The electronic response should be sized appropriately for transfer (under 8 MB).

Responses received after the closing date and time will not be considered.

XI. QUESTIONS

All questions and contacts with OSU regarding any information in this RFQ must be addressed either in writing or email to Brooke Davison at the address or email listed in Section X no later than April 1, 2016. If you are unclear about any information contained in this document or its exhibits (Project, scope, response format, agreement terms, etc.), you are urged to submit those questions for formal clarification.

XII. SOLICITATION PROTESTS

Respondents may submit a written request for change or protest of particular solicitation provisions and specifications and contract terms and conditions (including comments on any specifications that a firm believes limits competition) to Debera Massahos at the address listed in Section X of this document or via email (Debera.Massahos@oregonstate.edu). Such requests for change and protests shall be received no later than 3:00 p.m., April 19, 2016. Such requests for change and protests shall include the reasons for the request and any proposed changes to the solicitation provisions and specifications and contract terms and conditions.

XIII. CHANGE OR MODIFICATION

Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFQ and will be made available to all firms by publication on the OSU procurement web site (bid.oregonstate.edu). It is the responsibility of each firm to visit the website and download any addenda to this RFQ. No information received in any manner different than as described herein

shall serve to change the RFQ in any way, regardless of the source of the information.

XIV. SELECTION PROTESTS

Any respondent to this RFQ who claims to have been adversely affected or aggrieved by the selection of a competing respondent will have three business days after notification of that selection to submit a written protest of the selection to Debera Massahos, at 644 SW 13th Ave., Corvallis, OR 97333. Any such protests must be received by the Ms. Massahos no later than three business days after the selection has been made.

XV. PROPRIETARY INFORMATION

OSU will retain this RFQ and one copy of each original response received, together with copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after OSU has announced its intent to award a contract. If a response contains any information that is considered a trade secret under ORS 192.501(2), you must mark each trade secret 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 applies only “unless the public interest requires disclosure in the particular instance.”

Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any response marked as a trade secret in its entirety shall be considered non-responsive and shall be rejected.

XVI. PROJECT TERMINATION

OSU is seeking to award a contract or contracts to a general contractor for all of the work described in this RFQ; however, OSU reserves the right to terminate the project or any contemplated unit of work or any or all contracts during any phase in the project.

XVII. CERTIFICATION OF NONDISCRIMINATION

By submission of the response, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of general contractor that general contractor, as part of its response, has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

XVIII. ENCLOSURES

Sample Public Improvement Contract
Exhibit A – OSU General Conditions
Exhibit B – Supplemental General Conditions
Exhibit C - Sample Performance Bond
Exhibit D - Sample Payment Bond

END OF RFQ

OREGON STATE UNIVERSITY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract for the **(Insert Project Name)** (the "Contract"), made by and between Oregon State University, hereinafter called OWNER, and **(Insert CONTRACTOR's Name)** hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties.

1. Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the sum of _____ (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Request for Qualifications and other Contract Documents (as defined in the Oregon State University General Conditions referenced within the Request for Qualifications), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Cost Proposal adjusted for Alternates____, as indicated in the accepted Proposal.

2. Representatives.

CONTRACTOR has named **(Insert Name)** its' Authorized Representative to act on its behalf. OWNER designates, or shall designate, its Authorized Representative as indicted below (check one):

A. Unless otherwise specified in the Contract Documents, the OWNER designates **(Insert Name)** as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment authorization, and to carry out the responsibilities of the OWNER.

B. Name of OWNER'S Authorized Representative shall be submitted by OWNER in a separate writing.

3. Key Persons.

CONTRACTOR's personnel indicated below are specifically valuable to the Project ("Key Persons"). Key Persons shall not be replaced during the project without the written consent of OWNER, which shall not be unreasonably withheld. If CONTRACTOR intends to substitute personnel, OWNER shall receive the request at least 15 days prior to the effective date of substitution. When replacements have been approved by OWNER, CONTRACTOR shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Upon authorization for the replacement of a Key Person, all subsequent substitutions of that Key Person shall require OWNER's written consent in accordance with this Section. The Key Persons for this Project are the following:

Project Executive: _____ shall be CONTRACTOR's Project Executive, and will provide oversight and guidance throughout the Project term.

Project Manager: _____ shall be CONTRACTOR's Project Manager and will participate in all meetings throughout the Project term.

Job Superintendent: _____ shall be CONTRACTOR's on-site Job Superintendent throughout the Project term.

Project Engineer: _____ shall be CONTRACTOR's Project Engineer, providing assistance to the Project Manager, and subcontractor and supplier coordination throughout the Project term.

4. Contract Dates.

COMMENCEMENT DATE: Within **(Insert # of Days)** days of the execution of the Contract ("Execution").

SUBSTANTIAL COMPLETION DATE: **(Insert # of Days)** from Contract Execution **(or a date certain)**.

FINAL COMPLETION DATE: **(Insert # of Days)** from Contract Execution **(or a date certain)**.

5. Subcontracts and other Contracts.

- A. General Subcontracting Requirements. CONTRACTOR shall subcontract the Work to Subcontractors other than the CONTRACTOR and its affiliates. The CONTRACTOR shall comply with OSU Standards ("OSU STD.") 580-061-0030 and OSU STD. 580-061-0035 in all respects for the solicitation of Minority, Women and Emerging Small Business Enterprises.
- B. CONTRACTOR Obligations under Subcontracts.
1. No use of a Subcontractor or supplier shall relieve the CONTRACTOR of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in the Contract, the CONTRACTOR shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The CONTRACTOR shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the CONTRACTOR and any such Subcontractor or supplier.
 2. The CONTRACTOR shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, all provisions necessary to make all of the provisions of the Contract Documents, including the OSU General Conditions, fully effective as applied to Subcontractors. CONTRACTOR shall indemnify OWNER for any additional cost based on a subcontractor claim which results from the failure of CONTRACTOR to incorporate the provisions of this Contract in each subcontract. The CONTRACTOR shall provide all necessary Plans, Specifications, and instructions to its suppliers and Subcontractors to enable them to properly perform their work.
 3. Retainage from Subcontractors. Except with the OWNER'S prior approval, payments to Subcontractors shall be subject to retainage of no more than 5%. The OWNER and the CONTRACTOR shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.
- C. CONTRACTOR shall notify OWNER in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to OWNER of all offers received for the Subcontract at issue. OWNER reserves the right to disapprove any proposed

Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility.

D. CONTRACTOR'S subcontracting records shall not be considered public records; provided, however, that OWNER retains the right to audit and monitor the subcontracting process in order to protect the OWNER'S interests.

E. Protests. CONTRACTOR, acting as an independent contractor, shall include in the competitive process to award all subcontracts, a protest process for Subcontractors and suppliers that are competing offerors, which process shall be subject to approval by OWNER. CONTRACTOR shall be solely responsible for resolving the procurement protests of Subcontractors and suppliers. CONTRACTOR shall indemnify, defend, protect and hold harmless OWNER from and against any such procurement protests and resulting claims or litigation. CONTRACTOR shall act as an independent contractor, and not an agent of OWNER, in connection with any procurement protest. The provisions of this paragraph are solely for the benefit of OWNER, and do not grant any rights or remedies (including third party beneficiary rights) to any offeror or other protester, in connection with any procurement protest or claim.

6. Integration

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. CONTRACTOR, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, Oregon State University executes this Contract and the CONTRACTOR does execute the same as of the day and year indicated below.

CONTRACTOR DATA:

(Insert CONTRACTOR Name & Address)

CONTRACTOR NAME:

CONTRACTOR FEDERAL ID #

CONTRACTOR CCB #

[Payment information will be reported to the IRS under the name and taxpayer ID # provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.]

CONTRACTOR SIGNATURE

By _____
Name/Title Date

Oregon State University, OWNER

By _____
Ronald L. Adams Date
Interim Vice President for Administration