



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2020-000165

### ARTS AND EDUCATION COMPLEX (AEC) CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)

ISSUE DATE: July 11, 2019

RFP DUE DATE/TIME: August 12, 2019 at 2:00  
PM Pacific Time

**\*Office is closed Noon to 1:00 PM Daily**

MANDATORY PRE-PROPOSAL CONFERENCE: July  
29, 2019 at 2:00 PM Pacific Time. Location to be  
determined.

QUESTION DEADLINE: August 2, 2019 at 5:00 PM Pacific Time

PROJECT NUMBER: 2219-19

#### **CONTRACT ADMINISTRATOR:**

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#### **AWARD DECISION APPEALS:**

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It is the Bidder's responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Bid to be considered non-responsive.

*OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.*

## **1.0 INTRODUCTION**

Oregon State University (“OSU”) is conducting a competitive **TWO-STEP** process to retain ONE (1) Construction Manager / General Contractor (“**CM/GC**”) for the Arts & Education Complex (“**AEC**”) described below (the “**Project**”). Firms interested in providing these services to OSU may submit a proposal in response to the Request for Proposals (“**RFP**”).

OSU is seeking proposals from CM/GC firms for the construction a new facility, two building renovations, one partial building renovation, and site work (including parking lot(s), service courtyard, activity lawn, pedestrian/art walkways). All four buildings are located within close proximity to each other. The primary new building will be a new facility located on a site bound by SW Washington Way, SW 15<sup>th</sup> Street and SW Benton Place.

OSU will be accepting sealed proposals at Construction Contracts Administration, Oregon State University, 644 SW 13th St., Corvallis, Oregon, until 2:00 PM Pacific Time, August 12, 2019 for the project located on the campus of Oregon State University, Corvallis, Oregon. Solicitation documents are available at the [OSU Business and Bid Opportunities](#) website.

**A MANDATORY PRE-SUBMITTAL CONFERENCE** will be held on July 29, 2019 at 2:00 PM Pacific Time, location to be determined. Proposals will not be accepted from those firms who have not had a representative attend the mandatory pre-proposal site visit/walk through. Attendance will be documented through a sign-in sheet prepared by OSU. Representatives who arrive more than five (5) minutes after the start time of the meeting (as stated in this solicitation and by OSU’s Authorized 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 response to this RFP.

The attached “**Sample CM/GC Contract**” contains contract terms and conditions applicable to the work, and will form the basis of the final CM/GC contract.

The Oregon Bureau of Labor and Industries Prevailing Wage Rates applicable to this Project will be identified at the time the initial set of construction specifications are made available and are incorporated into the CM/GC sub-bidding efforts for the first Early Work Amendment, or, if no Early Work Amendment occurs, then at the time of the Guaranteed Maximum Price (“**GMP**”) Amendment. Those rates will then apply throughout the Project.

All Offerors must 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 proposals. Failure to be licensed and have the bond in place will be sufficient cause to reject proposals as non-responsive.

When selected, the CM/GC firm will be a part of a construction team composed of OSU, the Architect and other Project consultants through the completion of the Project. The CM/GC firm must 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 gift-in-kind work and materials, 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 CM/GC will be expected to communicate the construction-related aspects of the Project to all team members throughout

**RFP Due Date: August 12, 2019 at 2:00 PM Local Time**

the design and construction phases. In addition, the CM/GC will 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 CM/GC to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business or service-disabled veteran owned business enterprises.

Compensation will be based upon certain fees and reimbursable costs, as set forth in the Sample CM/GC Contract attached, including use of a GMP and the form of GMP Amendment included with the Sample CM/GC Contract. The successful CM/GC will provide "**Preconstruction Services**". Preconstruction Services include, but are not necessarily limited to, constructability reviews, value engineering, cost estimating, development of phasing programs and development of the GMP. Related contracting provisions, which will serve as the basis for the final agreement, are contained in Exhibits A through E as detailed in **Section 20.0** of this RFP entitled "**Enclosures**".

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 June 30, 2017 OSU General Conditions for Public Improvement Contracts (the "**OSU General Conditions**") as the basis for the final agreement. The OSU General Conditions, and the Supplemental General Conditions contained in the Enclosures, shall apply to the work of all subcontractors and to the work of the CM/GC to the extent that they do not conflict with the CM/GC Contract.

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

If OSU chooses not to continue the CM/GC Contract beyond the completion of Preconstruction Services, the CM/GC's compensation will be limited to the costs of the Preconstruction Services, not exceeding the maximum not-to-exceed fee stated in the Contract.

The prospective CM/GC should note that OSU will also require as a part of CM/GC Preconstruction Services a full description of items that will be contained in the proposed GMP and the activities that make up the proposed GMP. After preparation, a complete copy of the GMP estimate will be provided to OSU.

OSU will monitor the competitive processes used to award subcontracts by the CM/GC in accordance with the Sample CM/GC Contract. The following minimum requirements will be used:

1. The CM/GC will solicit sealed bids or quotes from subcontractors according to the terms of the Sample CM/GC Contract in a manner consistent with the open and competitive nature of public procurement, taking into account industry practice, and make award decisions based on cost or, if not cost, on another identified alternative competitive basis as approved in advance by OSU. When there are single fabricators of materials or special packaging requirements for subcontractor work other than low price, advance approval of the alternative selection criteria by OSU will be required.

2. The CM/GC will use its best efforts to obtain at least three bids or quotes for the particular work to be subcontracted. OSU may make exceptions to this practice in advance of the procurement.

## **2.0 PROJECT DESCRIPTION**

OSU intends to construct a new facility, renovate two entire buildings, renovate one partial building, and construct site work (including parking lot(s), service courtyard, activity lawn, pedestrian/art walkways). All four buildings are located within close proximity to each other. The primary new building will be a new facility located on a site bound by SW Washington Way, SW 15<sup>th</sup> Street and SW Benton Place.

### **Background:**

OSU is committed to advancing the fundamental role the performing and visual arts play in creating a prosperous, healthy future for all Oregonians. Exposure to the arts enriches student learning, enhances communities and enlivens culture. OSU launched an Arts Initiative with the intent to elevate OSU's academic reputation as an internationally recognized public research university, enrich student learning, and expand its cultural impact on the region and beyond. This undertaking will enable OSU to fulfill its strategic mission by bringing the arts to all people of Oregon through teaching, research, performance, and community outreach and engagement. As a result, OSU's students will have expanded cultural opportunities in the musical, dramatic, and theatrical arts that include experiential learning and training in new technologies.

The AEC will create a prominent new gateway to OSU on the southeast side of campus, starting on the NW corner of Washington Way and SW 15<sup>th</sup> Street, with a new one (1) to two (2) story structure, improved parking lot, and greenspace. The Project will renovate the Anderson and Keeling Memorial Target Range ("AKTR"), portions of Snell Hall ("Snell") and Gladys Valley Gymnastics Center ("GVGC"). The Project will bring together programs in the arts, including music, theater, the visual arts, and digital communications arts, creating a thriving center of creativity infused with science and technology.

### **Key components of the Project include the following:**

1. New Arts and Education building: Approximately 57,515 GSF of new construction, one (1) to two (2) stories.
  - a. Recital hall: acoustically superior concert hall that doubles as a classroom with stage/performance support, and front of house support spaces.
  - b. Black box studio: performance space that can be configured in multiple ways, including as a theater and a teaching space with front of house support spaces, stage/performance support and back of house support spaces.
  - c. Box office
  - d. Public student gathering space, including catering kitchen and potential café space.
  - e. Possible 15,180 SF museum with art gallery and support spaces. This is a secure, dramatically lit environment with appropriate climate control galleries and storage facilities.
2. GVGC (currently Gymnastics Practice): Approximately 20,845 GSF renovated on all two (2) floors.
  - a. Rehearsal space and practice rooms: spaces for choir, symphony, band, and ensemble rehearsals, as well as for chamber music, individual lessons, and practice sessions.
  - b. Mentoring space –seminar rooms for reactive work and one-on-one student attention.

- c. Percussion storage
  - d. Lockers
  - e. Piano repair space
  - f. Music and theater libraries
3. Snell: Approximately 4,500 GSF of renovation space on the first floor.
    - a. Theater rehearsal: spaces for choir, symphony, band, and ensemble rehearsals, as well as for chamber music, individual lessons, and practice sessions.
    - b. Technical suite: electronic and computer studio for designing sound, lighting, animation, and video projections.
  4. AKTR: Approximately 5,180 SF of 1 ½ stories renovated space (entire building).
    - a. Scene shop: studio for construction props, sets, and other scenic items.
    - b. Costume shop
    - c. New windows & doors
  5. Potential partial building demolition between Heating Plant, McAlexander Fieldhouse and AKTR.
  6. Site work:
    - a. Parking lot(s) for 120 vehicles with landscaping and walkways.
    - b. Active greenspace with possible drop-off driveway, including hard and soft landscaping.
    - c. Art walk: Refresh existing walkway from north face of Kerr Administration Building (facing SW Jefferson Way) to the new building.
    - d. Service courtyard, student walkway/courtyard between new building and existing Heating Plant and AKTR.
    - e. Potential street improvements as required by the City of Corvallis.

#### **Use and Occupants:**

The existing buildings on the new building site (including underground tank) will be demolished by others. The AKTR and GVGC will be vacated prior to construction renovation. Portions of Snell will be occupied during construction renovation.

### **3.0 ENERGY EFFICIENCY**

The project will be designed and constructed to OSU's Requirements for Sustainable Development ("RSD") and must meet the state building code for energy efficiency. The OSU requirements can be found on the [OSU website](#). In addition, the Project will be designed to applicable LEED silver equivalency and must meet the state building code for energy efficiency.

### **4.0 DESIGN TEAM**

Holst Architecture, Inc. has been selected as the Architect of Record.

### **5.0 BUDGET**

The construction budget for this Project is currently estimated to be \$42.5 million (without the museum mentioned above) or \$52.5 million (with the museum mentioned above). This budget will include all materials

**RFP Due Date: August 12, 2019 at 2:00 PM Local Time**

and labor costs, a design estimating contingency, escalation, the CM/GC fee, general conditions costs, limited CM/GC reimbursable expenses, payment and performance bonds and the CM/GC contingency.

## **6.0 SCHEDULE**

The proposals for this RFP will be evaluated/scored by a qualified committee, which may include other non-scoring members who serve as advisors but do not score proposals or interviews.

Interviews of short-listed finalists will occur following the receipt, review and scoring of the proposals. In addition, further investigation of references may occur following interviews of the short listed finalists.

Schedule is approximately as follows:

July 11, 2019	Issue RFP
July 29, 2019 at 2:00 PM Pacific Time	Mandatory Site Visit Location to be determined
August 2, 2019 at 5:00 PM Pacific Time	Question Deadline
August 6, 2019	Issuance of Final Addenda (if necessary)
August 12, 2019 at 2:00 PM Pacific Time	Proposal Due Date/Time
August 21, 2019	Notification of Finalists (short list)
August 30, 2019	Interviews
September 3, 2019	Estimated Notice of Intent to Award
September 20, 2019	Estimated Contract execution
February 1, 2021	Estimated Date of GMP

## **7.0 INSTRUCTIONS TO OFFERORS**

Your proposal must be contained in a document not to exceed **twenty (20) pages (double sided preferred on hard copy)** including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the twenty (20) page limit and must be appended to the end of your proposal. No supplemental information to the twenty (20) page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references and blank section dividers will not be counted in the twenty (20) page limit.

**Your proposal must follow the format outlined below and include a Transmittal/Cover Letter 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 and acknowledge your receipt of all solicitation addenda.**

The proposal must 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) may be included. The basic text information should be presented in standard business font size, and reasonable (no less than one-inch) margins.

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

**RFP Due Date: August 12, 2019 at 2:00 PM Local Time**

Note that throughout this procurement, OSU will not accept proposals 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. Proposals received after the closing date and time will not be considered.

## **8.0 PROPOSAL EVALUATION**

The written response to this RFP is the first step in a two-step process in the selection of a CM/GC for this Project. The proposals received in response to this RFP will be evaluated by the selection committee with the top scoring firms being invited to participate in on-site interviews.

Interviews will include a **TWENTY-FIVE (25) minute** presentation period, immediately followed by a separate **TWENTY-FIVE (25) minute** Q&A session.

After all of the interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the interviewed finalists. The members of the selection committee will then score the interviewed finalists based on all information received, presented and heard during the interviews. Final scoring will be based on finalist's response to questions during the interview stage, and through that response, how well each firm can meet the Project and University needs. The firm that has the highest overall interview score will be deemed the Apparent Successful Proposer and enter into negotiations for a contract. Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

## **9.0 EVALUATION CRITERIA**

The following questions constitute the evaluation criteria for the selection committee to score proposals. Respond to each criterion in numerical order. For ease in scoring, 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. Experience and Qualifications of the Team (25 Points)**

- a. Identify the personnel in your firm that would be 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 performance, performance education and art gallery/museum buildings on active campus environments. Use specific examples, including the role of your key proposed personnel on past projects and explain their responsibilities for 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* (do not include your corporate management organized chart).

### **2. Experience and Qualifications of the Firm (20 Points)**

- a. 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. List the major

projects (>\$10M) 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.

- b. Describe your firm's experience working with higher education, corporate, or other institutional clients in the Pacific Northwest, and specifically your firm's experience with theaters and music halls. Include information about the physical scale, construction type, building use(s), construction budget, and project schedule durations from preconstruction to final completion.
- c. Describe your firm's relevant experience with construction management at risk work, including your firm's relevant experience with public Construction Management (CM) and CM/GC projects. Describe how your firm will provide CM expertise and leadership for the OSU and OSU's design team.
- d. Describe your firm's regular sustainable construction practices.

### **3. Project Approach (30 Points)**

- a. Describe your firm's processes for managing this particular Project. Provide a description of your processes for managing changes in construction, including your proposed methods that will mitigate construction change orders.
- b. Describe your firm's approach to the management and administration of on-site construction activities for this Project. Include how you will manage the occupied portion of the site during construction and manage multiple sites (including site work, parking lots, new building, and three renovated buildings). 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.
- c. Describe your firm's approach to the special construction requirements of this project including but not limited to acoustics and mechanical/electrical in regards to theaters, music halls and rehearsal rooms and renovation in existing historically significant structures.
- d. This project will proceed on a set budget. Costs cannot exceed the approved budget amount. How will your firm help the decisions that need to be made to keep on budget? Describe your firm's methodology and experience with preconstruction services on a budget conscience project of this size. Identify successful experiences or unique services you offer in these areas. Describe how your firm will work with OSU and OSU's design team to successfully implement these processes concurrently and throughout the schematic design, design development, and construction document phases of the Project. Describe in detail how your team will manage and communicate ongoing regular construction costs and budget status with OSU and OSU's design team. Describe in detail your processes to develop a GMP budget, and the specific project controls you will employ to control costs during construction.
- e. Describe the planning, scheduling, phasing, and project monitoring skills and processes you will employ, including how the Project schedule will be monitored and time optimized for this fast-paced project.



**4. CM/GC Fee/Preconstruction Services Fee (10 Points)**

- a. Provide your firm's **CM/GC Fee as a percentage of the Estimated Cost of the Work** for this Project. This fee shall cover, at a minimum, the Construction Management elements and Costs Excluded from Cost of the Work, as specified in the CM/GC Contract and specifically identified in the Direct Costs/ General Conditions Work Costs Matrix at Exhibit C ("**Matrix**"). Items identified in the Matrix as applicable to the CM/GC Fee shall not be reimbursed as General Conditions Work ("**GC Work**"). GC Work means (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is specifically identified as GC Work as identified in the Matrix, and (ii) any other specific categories of Work approved in writing by OSU as forming a part of the GC Work. See the attached Sample CM/GC Contract for details.

The Matrix is included in the RFP as guidance in developing the CM/GC Fee and understanding which items will be considered a direct cost of the work or GC Work costs and which items are not reimbursable, but which will be recovered through the CM/GC Fee. After contract award and prior to construction work being performed under the first Early Work Amendment or the GMP Amendment, as applicable, the maximum not-to-exceed amount for General Conditions Work items for the Project will be established and set forth in the applicable amendment. **(Maximum of seven (7) of the ten (10) Points available)**

- b. Provide a **separate Fee Proposal for Preconstruction Services** on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount. **(Maximum of three (3) of the ten (10) Points available)**

**NOTE: Formula for scoring Fee Points will be as follows: Lowest Fee will receive full points with higher fees receiving proportionally lower points according to this formula:**

$$\text{(Low Fee or Fee\%/ Fee or Fee\%)} \times \text{Points Available}$$

**5. Workforce Diversity Plan (15 Points)**

- a. Provide a description and identification of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB), or Disabled Service Veterans (DSV) certifications for your firm and a description of your nondiscrimination practices.
- b. Provide historical information on MBE, WBE, ESB, or DSV Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed by your firm within the past three (3) years.
- c. 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 CM/GC will perform the Work and the CM/GC Contract with respect to diversity according to the means and methods described in the workforce plan described in the proposal, unless changes are requested and approved in writing in advance by

OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

**6. Safety Record and Safety Plan (5 Points)**

Provide the following safety record information. If you are a division of a larger corporation doing business both within the Pacific Northwest and outside the Pacific Northwest, your proposal must reflect your Pacific Northwest experience and your corporate experience, separately.

- 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 to an Injury Free Environment (“IFE”) including a description of how this philosophy is implemented from senior management to all building trades workers.

**7. Recent Project Safety Record (5 Points)**

- a. Provide the safety record information listed below for a project within the last three years that had elements of work similar to this project.
  - i. Lost Time and Recordable Incident Rates for the duration of the project.
  - ii. OSHA fines on the project (including any fines initially imposed, but later rescinded). Include a brief summary and amount of each fine.
  - iii. Example after action (incident) reviews from recordable as well as minor incidents. Specifically highlight the tone of the review sessions and what was learned from the incidents as well as actions taken following the incidents to ensure an IFE.

**10.0 INTERVIEWS AND OPTIONAL REFERENCE CHECKS**

**INTERVIEWS (50 POINTS)**

Interviews will be conducted to aid in determining the Apparent Successful Proposer. Information regarding the Interviews is provided below, and is subject to change. Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

- a. Describe your detailed approach as relates to this Project specifically.
- b. Describe what you see as challenges to this Project and describe your approach to resolution.
- c. Describe your detailed draft schedule for this Project.
- d. Why should OSU choose your firm?

**OPTIONAL REFERENCE CHECKS (10 POINTS)**

Provide three (3) professional references from similar projects, including the project name, the name of the design team, key personnel for whom this reference is relevant, and contact name and phone number. Information from references may be utilized for the evaluation of any of the above criteria. Reference checks, if performed, shall only be checked and scored for interviewed firms. Do not include references from OSU personnel.

OSU may check with these references or other references associated with past work of your firm.

### **11.0 FINANCIAL RESPONSIBILITY**

OSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firms financial responsibility to perform the anticipated contract. Submission of a proposal 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 rejection.

### **12.0 SUBMISSION**

Submit **one (1)** copy of your written proposal, along with **one (1) electronic version on a thumb drive**, to be received by the due date and time listed in this document to the **Contract Administrator** as stated in this RFP.

Telephone, facsimile, or electronically transmitted submittals will not be accepted. **The electronic copy must be sized appropriately for transfer (under 8 mb).**

### **13.0 QUESTIONS**

All questions and contacts with OSU regarding any information in this RFP must be addressed either in writing or email to the **Contract Administrator** at the address or email listed in this document no later than 5:00 PM Pacific Time on August 2, 2019. If you are unclear about any information contained in this document or its exhibits (Project, scope, format, agreement terms, etc.), you are urged to submit those requests for formal clarification.

### **14.0 SOLICITATION REVISIONS**

Prospective Offerors may submit a written request for change or change of particular solicitation provisions and specifications and contract terms and conditions to Hanna Emerson, Construction Contracts Manager at the address or email listed in this document. Such requests for change shall be received no later than the Question Deadline identified in Section 6.0 of this RFP. Such requests for change shall include the reasons for the request and any proposed changes to the solicitation provisions and specifications and contract terms and conditions.

### **15.0 CHANGE OR MODIFICATION**

Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to all firms by publication on the [OSU Business and Bid Opportunities](#) web site. It is the responsibility of each firm to visit the website and download any addenda. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information.

## **16.0 APPEALS**

Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards ([\*Procurement Thresholds and Methods, Procurement Solicitations and Contracts\*](#)). All written appeals must be delivered to Hanna Emerson, Construction Contracts Manager, at the address given in this RFP.

## **17.0 PROPRIETARY INFORMATION**

OSU will retain this RFP and one copy of each original proposal 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 proposal contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“This data constitutes a trade secret under ORS 192.345(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 proposal 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 proposal, material designated as confidential shall accompany the proposal, 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 proposal marked as a trade secret in its entirety shall be considered non-responsive and shall be rejected.

## **18.0 PROJECT TERMINATION**

OSU is seeking to award a contract to a CMGC for Preconstruction Services and all construction phases; however, OSU reserves the right to terminate the Project or contract during any phase in the Project.

## **19.0 CERTIFICATION OF NONDISCRIMINATION**

By submission of a proposal, the Offeror certifies under penalty of perjury that the Offeror has not discriminated against minority, women, emerging small business or service-disabled veteran owned business enterprises in obtaining any required subcontracts.

## **20.0 ENCLOSURES**

Conceptual Program Distribution Diagram  
Conceptual Site Plan

Sample CM/GC Agreement Form including the following:

- Exhibit A – OSU General Conditions for Public Improvement Contracts
- Exhibit B – Sample Form of GMP Amendment
- Exhibit C – Direct Costs/General Conditions Work Costs Matrix

Exhibit D – OSU Supplemental General Conditions to the Public Improvement General Conditions  
Exhibit E – Travel Reimbursement Policy  
Attachment 1 - Sample Performance Bond  
Attachment 2 - Sample Payment Bond

END OF RFP