

### REQUEST FOR PROPOSAL (RFP) #2020-003102

# FAIRBANKS HALL RENOVATION – CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)

ISSUE DATE: March 17, 2020

RFP DUE DATE/TIME:
April 3, 2020 at 10:00 AM Pacific Time via
electronic submission to bids@oregonstate.edu

MANDATORY PRE-PROPOSAL CONFERENCE: March 24, 2020 at 10:00 AM Pacific Time via Zoom

QUESTION DEADLINE: March 27, 2020at 5:00 PM Pacific Time

PROJECT NUMBER: 2126-20

#### **CONTRACT ADMINISTRATOR:**

Brooke Davison, Construction Contracts Officer
Construction Contracts Administration
Oregon State University
644 SW 13<sup>th</sup> Street.
Corvallis, OR 97333

Email: <a href="mailto:constructioncontracts@oregonstate.edu">constructioncontracts@oregonstate.edu</a>

#### **APPEALS:**

Hanna Emerson, Construction Contracts Manager Construction Contracts Administration Oregon State University 644 SW 13<sup>th</sup> Street Corvallis, OR 97333

Phone: (541) 737-7694

Email: hanna.emerson@oregonstate.edu

It is the Proposer's responsibility to continue to monitor the <u>OSU Business and Bid Opportunities</u> website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Proposal to be considered non-responsive.

OSU standards and policies govern this solicitation (<u>Procurement Thresholds and Methods</u>, <u>Procurement Solicitations and Contracts</u>) unless otherwise referenced or stated.

#### 1.0 INTRODUCTION

**1.1** Oregon State University ("OSU" and/or "Owner") is conducting a competitive TWO-STEP process to retain ONE (1) Construction Manager/General Contractor ("CM/GC") for the Fairbanks Hall Renovation project (the "Project").

OSU will be accepting Proposals via email at <a href="mailto:bids@oregonstate.edu">bids@oregonstate.edu</a>, until 10:00 AM Pacific Time, April 7, 2020 for the project located on the campus of Oregon State University, Corvallis, Oregon.

**A MANDATORY PRE-PROPOSAL CONFERENCE** will be held on March 24, 2020 at 10:00 AM Pacific Time via zoom.

When selected, the CM/GC firm will be a part of a construction team composed of OSU, the Architect (Opsis Architecture) 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, 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 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.

**1.2 Background.** Founded in 1868 as Oregon's land grant institution, OSU serves the state, the nation and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only two land, sea, space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

The university's 570-acre main campus is located in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon's Willamette Valley. Corvallis consistently ranks among the safest, most highly educated and greenest small cities in the nation.

- **1.3 Location.** Fairbanks Hall, located near the corner of Jefferson Way and 26<sup>th</sup> Street, is one of the most historic and enduring buildings on the Corvallis campus. Built in 1892, and considered a contributing resource in OSU's national historic district, the 3-story, 26,000 SF wood structure has been in continuous use as a residency hall, classrooms, faculty offices and (more recently) a gallery space. OSU intends to renew the structure so it can continue to play a role on campus long into the future.
- **Summary of Work.** Oregon State University intends to renew the structure of Fairbanks Hall so it can continue to play a role on campus long into the future.

The Project scope of work includes renovation activities necessary for the structure to meet current building code requirements, including seismic, fire, life safety, HVAC systems and accessibility.

Additionally, the scope includes the demolition of the metal annex building west of Fairbanks Hall, replacing it with new landscape features. Finally, the attic space is to be converted into useable office and/or teaching spaces.

- **1.4.1** Key components of the Project include the following:
  - 1. Seismic, electrical, and HVAC system upgrades to comply with current building codes.
  - 2. New elevator capable of moving between basement and fourth floor.
  - 3. Modifications to exterior entrance that meet accessibility requirements.
  - 4. Upgrades to attic space on the fourth floor to make the space habitable.
  - 5. New roof.
  - 6. Demolition of metal annex.
  - 7. Landscaping, parking and sidewalk modifications as necessary.
- **1.5 Scope of Services.** Contractor shall provide preconstruction services including cost estimating, constructability analysis and life cycle cost analysis as well as standard general construction services i.e. bidding, subcontractor hiring and management and physical construction activities necessary to renovate the building per the design.
- **1.6 Compensation.** 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 14.0** of this RFP entitled "**Exhibits**".

#### 2.0 SCHEDULE

Issue Date March 17, 2020

Mandatory Pre-Proposal Meeting

Question Deadline

March 24, 2020 at 10:00 AM via Zoom

March 27, 2020 at 5:00 PM Pacific Time

Final Addendum Issuance (if necessary) March 31, 2020

Proposal Due Date/Time April 3, 2020 at 10:00 AM Pacific Time

Presentations/Interviews April 15, 2020

#### The following dates are tentative and subject to change without notice:

Estimated notification of finalists (short list)

Notice of Intent to Award

Estimated Contract execution

Estimated Notice to Proceed

Estimated Date of GMP Amendment

April 9, 2020

April 16, 2020

April 30, 2020

Summer 2021

OSU will make every effort to adhere to the above schedule. It is however, subject to change.

#### 3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION, APPEALS

#### 3.1 Questions.

**3.1.1** All questions and contacts with OSU regarding any information in this RFP must be addressed in writing or email to the **Contract Administrator** at the address or email listed in this document no later than the **Question Deadline** as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

#### 3.2 Solicitation Process Revision Requests.

- **3.2.1** Proposers may submit a written request for change of particular solicitation process provisions to the **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** listed above.
- **3.2.2** Such requests for change shall include the reasons for the request and any proposed changes to the solicitation process provisions.

#### 3.3 Change or Modification.

- **3.3.1** Any change or modification provided by the Owner for this RFP or the documents included as exhibits to this RFP shall be made by a duly issued Addendum made available to all firms on the OSU Business and Bid Opportunities website. It is the responsibility of each Proposer 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. Any request for clarification or change or appeal of anything contained in an addendum not received by the date and time stated in the addendum will not be considered.
- **3.3.2** OSU will not be responsible for any other explanation or interpretation of this RFP or the documents included as exhibits to this RFP.

#### 3.4. Appeals.

**3.4.1** Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards (<u>Procurement Thresholds and Methods, Procurement Solicitations and Contracts</u>). All written appeals must be delivered to the **Construction Contracts Manager**, at the address given in this RFP.

#### 4.0 PUBLIC RECORD

**4.1** OSU will retain an electronic copy of this RFP and one electronic copy of each Proposal received, together with electronic 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."

- **4.2** 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."
  - **4.2.1** 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.
- 4.3 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 may be considered non-responsive and be rejected.

#### 5.0 FORM OF AGREEMENT

A Sample CM/GC Contract is included as an exhibit and contains contract terms and conditions applicable to the work. The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

#### 6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

The Oregon BOLI Prevailing Wage Rates applicable to this Project are the rates in effect at the time the contract enters the construction phase through the execution of the first Early Work Amendment or Guaranteed Maximum Price (GMP) Amendment. Those rates will then apply throughout the Project.

#### 7.0 INSTRUCTIONS TO OFFERORS

**7.1 Summary of Work.** The Work contemplated in this document shall be for OSU in connection with the Project described in the Summary of Work in Section **1.0** of this document.

#### 7.2 Pre-Proposal Conference.

**7.2.1** The Proposer must attend the mandatory Pre-Proposal Conference, which will be administered virtually. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference. Attendance will be documented utilizing a combination of checking in with the **Contract Administrator** at the beginning of the virtual Conference and an email to the **Contract Administrator** after the conclusion of the virtual Conference. Prime Proposers will be required to check in and provide their name, firm name, and email address to the **Contract Administrator** at the beginning of the virtual Pre-Proposal Conference. An email is also required to be sent to the **Contract Administrator** no later than 5 PM on the day of the Pre-Proposal Conference. Representatives who sign in to the virtual Conference more than ten (10) minutes after the start time of the meeting (as stated in the RFP and by OSU's clock) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to check in and will not

be permitted to submit a response to this RFP. Prime Proposers who check in and do not email the Contract Administrator by 5 PM the day of the Pre-Proposal Conference will be not be permitted to submit a response to this RFP.

- **7.2.1.2** The Pre-Proposal Conference will be administered virtually via Zoom. Proposers <u>must</u> contact the **Contract Administrator** to request virtual Conference access. This request must occur no later than fifteen (15) minutes prior to the meeting time, as stated in this RFP.
- **7.2.2** No statement made by any officer, agent, or employee of OSU in relation to the physical conditions pertaining to the Work site will be binding on OSU, unless included in writing in the documents included as exhibits to this RFP or an Addendum.
- **7.2.3** Date and Time of a Pre-Proposal Conference is located on the cover sheet of this RFP.

#### 7.3 Proposal Submission.

- **7.3.1** Submit one (1) electronic version via email to be received by the Due Date/Time listed in this document to bids@oregonstate.edu as stated in this RFP. Electronic versions must be sized appropriately for transfer (under 10 mb).
- **7.3.2** All Proposals must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Proposal received after the Due Date/Time will be rejected and will be retained and made part of OSU's archive records in accordance with OSU Standards.
- **7.3.3** All Proposers 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.

#### 7.4 Proposal Submission Requirements.

- **7.4.1** Your Proposal must be contained in a document not to exceed Ten (10) double sided (Twenty (20) single sided) pages 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 page limit and must be appended to the end of your Proposal. No supplemental information to the 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, exceptions and blank section dividers will not be counted in the Ten (10) page limit.
- 7.4.2 Your Proposal must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and must also acknowledge receipt of all addenda. <u>Include an email address</u> for communication purposes.
- 7.4.3 Any/all exceptions to the Terms and Conditions included in the Sample Contract

including, but not limited to, the General Conditions shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

- **7.4.4** The electronic Proposal should be **should** be **sized appropriately for transfer (under 10 MB)** and formatted with page size of **8** ½ **x 11 inches** with no fold-outs (except for project schedule or other large format document required by evaluation criteria). The basic text information of the Proposal should be presented in standard business font size, and reasonable margins.
- **7.4.5** 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.
- **7.4.6** Note that throughout this procurement process, OSU will not accept Proposals that require OSU to pay the cost of production or delivery.
- **7.4.7** Telephone, facsimile transmitted **Proposals will not be accepted**. Proposals received *after* the Due Date/Time **will not be considered**.
- **7.4.8** Each Proposal shall be emailed to <a href="mailto:bids@oregonstate.edu">bids@oregonstate.edu</a>. Proposals must be received at the time and in the format specified herein. The email line should contain the RFP No. and RFP Title. Only those Proposals received at this email address by the Proposal Due Date/Time shall be considered responsive. Proposals submitted directly to the **Contract Administrator**, either in physical format or via email will NOT be considered responsive. It is highly recommended that the Proposer confirms receipt of the email with the **Contract Administrator**. **The Contract Administrator** may open the email to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall responsiveness of the Proposal.
- 7.5 Acceptance or Rejection of Solicitation Responses by OSU.
  - **7.5.1** The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by OSU.
  - **7.5.2** OSU reserves the right to reject any or all Proposals and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.
- 7.6 Withdrawal of Solicitation Response.
  - **7.6.1** At any time prior to the Due Date/Time, a Proposer may withdraw its Proposal in accordance with OSU Standards. This will not preclude the submission of another Proposal by such Proposer prior to the Due Date/Time.
  - **7.6.2** After the Due Date/Time, Proposers are prohibited from withdrawing their Proposal, except as provided by OSU Standards.
- **7.7 Evaluation Process.** The written response to this RFP is the first 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 advance to further evaluation steps including on-site Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Thirty (30) minute** presentation period, immediately followed by a separate **Thirty (30) minute** Q&A session.

After all of the Presentations/Interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the Presentations/Interviews. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Proposers submitting responsive proposals or all Proposers in the competitive threshold.

Final scoring of the Interviews will be separate and not cumulative from the short-listing.

**7.8 Evaluation Criteria.** The following items constitute the evaluation criteria for the selection committee to score Proposals. For ease in reviewing, provide tabs keyed to each of the following criteria:

#### 7.8.1 Firm Background and Experience (10 Points)

Describe your firm's history and capabilities. Describe concerns, if any, to the financial/bonding capacity impact to your firm, if awarded this Project. Explain relevant experience particularly with working on projects of similar scope for public entities. Information identifying the firm's strengths along with special capabilities that may be appropriate to this Project will assist in the evaluation.

#### 7.8.2 Key Personnel (20 Points)

Provide the names of the Project Manager and Superintendent that you will commit to this Project. Demonstrate their specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with the GC process and working under OSU 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.

#### 7.8.3 Proposed Project Schedule/Approach (20 Points)

Describe your company's approach to the construction activities. Prepare a proposed Project schedule that identifies milestones and duration for each proposed activity.

#### 7.8.4 Proposed Site Logistics and Site Safety Plan (20 Points)

Describe your firm's approach to the management and administration of on-site construction activities for this Project. Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise, material storage, onsite offices, security, etc. 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.

In addition, 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.

## 7.8.5 Firm Experience with Total Cost of Ownership Analysis and Sustainable Construction Process (10 points)

Describe your firm's experience with total cost of ownership analysis relative to mechanical system (in particular) selections and innovative sustainable design and construction practices as related to renovation of buildings. Provide examples of how your firm plans to reduce environmental impacts during construction and while operating on campus.

#### 7.8.6 Workforce Diversity Plan (10 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 team and a description of your nondiscrimination practices. 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.
- (b) 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/subconsultants needing or requesting such services.

The CM/GC must perform the Work according to the means and methods described in the workforce plan described in its 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.

#### 7.8.7 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 five (5) 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 five (5) 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: (Low Fee or Fee%/ Fee or Fee%) x Points Available

#### 7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Experience	10 Points
Key Personnel	20 Points
Proposed Project Schedule/Approach	20 Points
Proposed Site Logistics and Site Safety Plan	20 Points
TCO and Sustainable Construction	10 Points
Workforce Diversity Plan	10 Points
Preconstruction & CMGC Fee	10 Points

#### 7.10 Presentations/Interviews and Reference Checks (35 Points).

#### 7.10.1 Presentations/Interviews (30 Points)

Presentations/Interviews will be conducted to aid in determining the Apparent Successful Proposer. Information regarding the Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be **separate and not cumulative** from the short-listing.

#### 7.10.2 Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, provide the names, addresses, phone numbers and e-mail addresses of three (3) references. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel. OSU may check with these references and with other references associated with past work of your firm.

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

**7.11 Equity Contracting.** OSU will require the successful Proposer 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.

#### 7.12 Negotiations.

- **7.12.1** OSU may commence General and/or Best and Final Offer (BAFO) Negotiations in accordance with OSU Standards (<u>Procurement Thresholds and Methods, Procurement Solicitations and Contracts</u>) following final scoring under either a one or two-step process.
- **7.12.2** Any/all exceptions to the Term and Conditions included in the Sample Contract including, but not limited to, general conditions shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.
- **7.12.3** OSU reserves the right to deny contract term negotiations with the Apparent Successful Proposer if such contract terms were not received by OSU in the Solicitation response pursuant to Section **7.12.2** above.
- **7.12.4** OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.
- **7.12.5** If OSU and the Apparent Successful Proposer are unable to reach agreement, OSU may cease negotiations with the Apparent Successful Proposal and enter negotiations with the next highest scoring Proposer, etc.
- **7.12.6** 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 Proposer to enter into a CM/GC Contract specifying a mutually agreed upon GMP.

#### 8.0 FINANCIAL RESPONSIBILITY

- **8.1** OSU reserves the right to investigate, at any time prior to execution of the contract, the Proposers financial responsibility to perform the anticipated services. 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 Proposers, 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 Proposal.
- **8.2** OSU may postpone the selection of finalists or execution of a contract 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 Proposal rejection.

#### 9.0 PROJECT TERMINATION

OSU is seeking to award a contract to a CM/GC for pre-construction phase services. However, OSU reserves the right to terminate the Project or contract with other parties during any phase in the Project.

#### 10.0 INSURANCE PROVISIONS

During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the contract.

#### 11.0 NONDISCRIMINATION

By submission of a Proposal, the Proposer certifies under penalty of perjury that the Proposer will not discriminate against minority, women, emerging small business or service-disabled veteran owned business enterprises in obtaining any required subcontracts.

#### 12.0 AA/EEO EMPLOYER

OSU is an AA/EEO employer

#### **13.0** (RESERVED)

#### 14.0 EXHIBITS

Exhibit 1 – Sample CM/GC Contract

**END OF RFP**