



REQUEST FOR PROPOSALS

RFP #2021-07

OMIC R&D ADDITIVE CENTER PHASE 2 CM/GC

ISSUE DATE: September 20, 2021

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OREGON INSTITUTE OF TECHNOLOGY
REQUEST FOR PROPOSALS
OMIC R&D Additive Center Phase 2 CM/GC

I. INTRODUCTION

Oregon Institute of Technology (“**Oregon Tech**”) is seeking proposals from firms interested in providing Construction Manager/General Contractor (“**CM/GC**”) services to the Oregon Manufacturing Innovation Center for Research and Development (“**OMIC R&D**”) by submitting a response to this Request for Proposals (“**RFP**”) for the OMIC R&D Additive Center project described below (the “**Project**”).

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/GCs 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 proposers should 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 Oregon Tech, the architect, and other Project consultants through the completion of the Project. The CM/GC firm will 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 Oregon Tech 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.

Oregon Tech will require the successful CM/GC to comply with Oregon Tech 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 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 G, as detailed in Part XVIII 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 Oregon Tech. Oregon Tech will use the February 1, 2017 Oregon Tech General Conditions for Public Improvement Contracts (the “**Oregon Tech General Conditions**”) as the basis for the final agreement. The Oregon Tech 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 Oregon Tech is unable to successfully agree upon a GMP or contract terms or conditions for the Project with the highest ranked proposer, Oregon Tech 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 a GMP, Oregon Tech will be entitled to obtain services from any other source available to it under the relevant contracting laws, Oregon Tech Standards and policies, including negotiating with the next highest ranked proposer to enter into a CM/GC Contract specifying a mutually agreed upon GMP.

If Oregon Tech 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 Oregon Tech 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 Oregon Tech.

Oregon Tech 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:

- a. The CM/GC will solicit sealed bids or quotes from subcontractors in a manner consistent with industry practice, and make award decisions based on cost or, if not cost, on another identified alternative competitive basis as approved in advance by Oregon Tech. 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 Oregon Tech will be required.
- b. The CM/GC will use its best efforts to obtain at least three bids or quotes for the particular work to be subcontracted. Oregon Tech may make exceptions to this practice in advance of the procurement.
- c. The solicitation of subcontractors will be made according to the terms of Sample CM/GC Contract.

II. PROJECT DESCRIPTION

OMIC R&D Background

OMIC R&D was created to serve two core missions, first, work with manufacturing companies globally in collaboration with local universities to solve challenges that would allow them to grow their economic competitiveness. Teach the next generation in the manufacturing industry advanced techniques that they can utilize during their careers.

Additional information can be found at www.omic.us

OMIC R&D is hosted by Oregon Tech, Oregon's Polytechnic University. OMIC R&D is a campus within the Oregon Tech system

OMIC R&D received additional funding from the State of Oregon as well as philanthropic organizations to complete Phase 2 construction of the OMIC R&D Additive Center. OMIC R&D originally opted to begin construction of the building knowing that Phase 1 activities only included core & shell, a couple of classrooms and a restroom. Now that additional funding has come in OMIC R&D would like to hire a CM/GC to complete the collaboration space, offices, labs, staff restrooms, and powder processing rooms.

P&C Construction has been contracted for the Phase 1 construction services and any bidding General Contractor must be able to coordinate construction efforts with the Phase 1 General Contractor to limit undue delays in the effort to complete the facility.

Preconstruction Phase

1. General

- a) Consult with, advise, assist and make recommendations to the Owner, Architect and Project Manager (collectively the “Project Team”) on all aspects of the design and planning for construction.
- b) Attend all Project meetings and actively participate in identification and resolution of design, construction, scheduling, budget and historic preservation issues as they emerge.
- c) Conduct investigations of existing conditions, as directed by the Project Manager.
- d) Provide information, schedule estimates, phasing schemes and participate in decisions regarding construction phasing.
- e) Provide input for the Project Schedule prepared by the Project Manager to assure proper coordination of design work, cost estimates, permitting, bidding and commencement of construction. Contractor will be responsible for creation and maintenance of the detailed construction schedule for use during construction activities.
- f) Provide input as to current construction industry practices and participate in decisions regarding historic preservation, value engineering, delivery schedules, construction costs, construction methods, materials and systems.
- g) Review in-process design documents and provide input and advise with respect to constructability, alternative materials and methods, availability of materials and labor, and time requirements of procurement and construction.
- h) Develop a construction phasing plan to assure project delivery in conformance with Owners desired occupancy date.
- i) Review completed construction documents and suggest modifications to improve completeness or clarity.
- j) Recommend division of the work to facilitate bidding and award of subcontracts.
- k) Continuously monitor the Project Schedule and advance procurement of long lead items to ensure delivery by required dates.

2. Pre-Construction Cost Management Services

- a) Bid/Negotiation: Prior to completion of the construction documents, the Contractor will contact potential subcontractors and suppliers to encourage their interest in bidding. The Contractor will develop a detailed sub-bidding plan for the project and will present the plan to the Owner for review and approval. When final Construction Documents are available, or at an earlier time if agreed to by the Owner, the Contractor will conduct an open sub-bidding process consistent with the agreed-upon plan with the goal of obtaining a minimum of three sub-bids for each Project element. The Contractor will bid all work, including work the Contractor would like to self-perform.
- b) Guaranteed Maximum Price (GMP): At a point in time agreed upon by the Owner and Contractor, the Contractor will present a proposed GMP to the Owner. The Owner and Contractor shall negotiate in good faith to establish the GMP. Upon determination of the GMP for construction of the Project, Owner and the Contractor shall enter into a construction agreement. If Owner and the Contractor cannot agree on the terms of the GMP or the construction agreement, Owner reserves the right to negotiate with another general contractor.

Construction Phase

1. Background

The newest addition to the campus, the OMIC Additive Center is poised to become a center of innovation with no rival. Not only will the center be aimed as showcasing an extremely broad range of additive technologies, it will also be researching improvements in the technologies / materials, as well as improvements in how additive is used in manufacturing. By increasing the confidence of manufacturers to use additive in aerospace, automotive, orthopedic, and the die-mold industry companies will be able to adopt methods of manufacturing that will launch the next greatest era in manufacturing, one that is

cognizant of dwindling natural resources and open to new and complex designs in technology. OMIC will become a mecca of industrial knowledge and this new facility will become a key chapter in the story that is US manufacturing Innovation

2. Construction Activities

The entirety of Phase 1 and 2 efforts will be undertaken in accordance to plans and drawings generated by AKAAN Architecture and Design with input from PlanB (Owners Rep) and OMIC R&D (Owners). This will be a new facility at approximately 30,000 square feet consisting of a shop and office space. The shop will be utilized for research into additive manufacturing, robotics, metrology and mold making. The office space will have two (2) large multi-purpose rooms for meetings, teaching, presentations or board gatherings. The office space will also have an open and inviting entrance, a collaborative space for industry and academia to work together, a kitchen, offices, lab spaces, and storage.

Phase 1 Construction as determined by P&C Construction as the Phase 1 CM/GC, Owner, and Project team includes: building shell, mechanical areas, two (2) multi-purpose rooms, the entry, Mechanical rough-ins that pass into the space (excludes mechanical and electrical that is contained within the area designated as Phase 2 construction) and the two (2) bathrooms adjoining the entry. As noted some, MEP work may be progressed to the rough-in stage in preparation for Phase 2 should it pass from the Phase 1 area into the Phase 2 area. Phase 2 consists of any work necessary to finish the project including additional a collaborative space for industry and academia to work together, a kitchen, offices, additional restrooms, lab spaces, connection of certain machines to building utilities (power, data, water, air, etc.) and powder processing areas.

3. Coordination with Phase 1 General Contractor and Project Team

P&C Construction is responsible for all pre-construction services and Phase 1 Construction along with construction related to the renovation of the current OMIC building, the Subtractive Innovation Center.

PlanB Consultancy is the owner's representative and will be responsible for upholding the timeline of the project as well as managing communications between all parties including the architect, general contractors, engineers, and owner. PlanB will help ensure schedules are maintained to avoid any unknowing scheduled overlap of contractors within the same space.

Akaan Architecture and their contracted engineers are responsible for supporting both phases of construction.

Joshua Koch is the onsite Project Manager for OMIC R&D. Joshua Koch is employed by Oregon Tech and will work on a daily basis with Plan B, Akaan, and the General Contractor(s) to ensure timely responses of submittals and RFI's.

4. General Activities

- a) Provide a qualified Project Manager, a full-time Superintendent, and needed staff at the job site to coordinate and provide general direction of the work.
- b) Prepare and maintain a detailed Critical Path Schedule for monitoring project progress and keep OMIC R&D and the Project Team advised during weekly construction team meetings.
- c) Make available all cost and budget estimates, including support material, to OMIC R&D and the Project Team. Provide monthly reports of actual costs and schedule progress compared to estimated and projected costs and progress for the project.
- d) Conduct, or assist Owner in conducting, competitive bidding processes to identify subcontractors for the Project.
- e) Provide timely information regarding cost changes, claims or in response to Proposal Requests from Owner.
- f) Inspect the work as it is being performed to assure that materials furnished, and quality of work performed are in accordance with Construction Documents.
- g) Work with OMIC R&D and the Project Team to establish and implement procedures for expediting and processing all shop drawings and other submittals.

- h) Establish effective programs relative to safety, job site records and labor relations.
- i) Prepare and distribute monthly progress reports at construction team meetings.
- j) Review and process all applications for payment by trade contractors and material suppliers in accordance with the terms of the contract.
- k) Schedule and conduct contractor/subcontractor coordination meetings to ensure orderly progress of the work.
- l) Resolve, on behalf of Oregon Tech, all disputes that may arise between subcontractors or suppliers as a result of the construction.
- m) Formulate punch list(s), provide training to OMIC R&D staff, create and submit O&M manuals, submit as-built drawings and provide warranty coordination for all CM/GC and subcontractor work.

III. DESIGN TEAM

AKAAN Architecture and Design LLC has been selected as the project Architect. MKE & Associates Inc. is contracted to the Architect and handles all Mechanical and Electrical Design. AKS Engineering & Forestry is contracted to the Architect and handles all Civil Design. Peterson Structural Engineers is contracted to the Architect and handles all Structural Design. Coffman Engineers is contracted to the Architect and handles fire engineering services related to the metal powders that will be stored in the new facility.

IV. BUDGET

The construction budget for this Project is currently estimated to be \$7,700,000.00. This budget will include all materials and labor costs, escalation, the CM/GC fee, general conditions costs, limited CM/GC reimbursable expenses, payment and performance bonds and the CM/GC contingency.

V. SELECTION PROCEDURE AND TIMETABLE

A mandatory pre-proposal site visit/walk-through will be held on Wednesday, September 29th at 1:00 pm Pacific Time at OMIC R&D, 33701 Charles T. Parker Way, Scappoose, Oregon 97056. A representative of each proposer's firm is required to attend. Company representatives are encouraged to notify owners representative Samra Egger, PlanB Consultancy, at (503)-481-9760 or by email to segger@planbconsult.net that they will be attending. The pre-proposal site visit will be the proposers' main opportunity to discuss the Project with OMIC R&D. Proposals will not be accepted from proposers who have not had a representative attend the mandatory pre-proposal site visit/walk through.

Beginning with responses to this RFP, the selection procedure will be used to evaluate the capabilities of interested CM/GC firms to provide CM/GC services to Oregon Tech for the Project. The responses to this RFP will be evaluated by the selection committee, which will be comprised of representatives from Oregon Tech. Interviews of short-listed finalists and further investigation of references will occur following the receipt and review of the proposals.

Oregon Institute of Technology's Office of Procurement and Contract Services will make the award and present the agreement to the selected CM/GC firm for its signature.

Selection timetable is approximately as follows:

September 20, 2021	Issue RFP
September 29, 2021, 1:00 pm PT	Mandatory site visit
October 4, 2021, 1:00 pm PT	Protest of Specifications Due
October 6, 2021, 1:00 pm PT	Last chance to submit questions to Oregon Tech
October 11, 2021, 1:00 pm PT	Proposals submitted to Oregon Tech
October 25, 2021	CM/GC selection / notification

November 1, 2021

December 6, 2021

Q2 2022

Q4 2022

Contract execution

Commence pre-construction phase

Commence on-site work

Project substantial completion

VI. INSTRUCTIONS TO PROPOSERS

Your response should be contained in a document not to exceed **ten (10) single sided pages** including pictures, charts, graphs, tables and text you deem appropriate to be part OMIC's review of your response. Resumes of key individuals proposed to be involved in this Project are not exempted from the 10-page limit. No supplemental information to the 10-page proposal will be allowed. The transmittal letter, table of contents, front and back covers, and blank section dividers will not be counted in the 10-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 electronically with page size of 8 ½ x 11 inches. The Project schedule and one site logistics plan (not to exceed 11 x 17 inches each) are exempt from the 8 ½ x 11 inch requirement. The basic text information of the response should be presented in standard business font size, and reasonable (no less than one inch) margins.

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

Please note that throughout this procurement, Oregon Tech will not accept responses or queries that require Oregon Tech to pay the cost of production or delivery.

Telephone or facsimile 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. 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. OMIC R&D is particularly interested in experience relative to general manufacturing buildings especially ones in which additive manufacturing is being conducted and/or research facilities. Use specific examples, including the role of your key proposed personnel on past projects and explain their responsibilities for this Project. (Weight: 10)

3. CM/GC Role

Describe your firm's relevant experience with construction management at risk work, including your firm's relevant experience with public Construction Management (CM) and Construction Manager/General Contractor (CM/GC). Describe how your firm will provide construction management expertise and leadership for the Owner and the Owner's design team. (Weight: 10)

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 to successfully implement these processes concurrently and throughout the schematic design, design development, and construction document phases of construction document preparation. 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. Describe in detail your processes to develop a GMP budget, and the specific project controls you will employ to control costs during construction. (Weight: 10)

5. Project Management

Describe your firm's processes for managing this Project including how you will manage construction teams in order to ensure that the Project is completed safely, on schedule and within the contract budget and with the high quality expected by OMIC R&D. Provide a description of your processes for managing changes in construction, including your proposed methods that will mitigate construction change orders and construction claims. (Weight: 10)

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, utilities and other related factors. Also, describe how your firm will work on the OMIC R&D campus to mitigate construction delivery, and construction activities on our students, faculty, staff, and visitors. (Weight: 10)

Describe your firm's approach to how it will provide a seamless transition of occupancy from the P&C Construction team to your firm. Describe your approach to co-occupancy of the building as P&C Construction finished Phase 1 of the construction. Including how you would correlate schedules, make requests for access (if required), stage materials, and ensure the safety of all. (Weight: 20)

6. Management Plan

Describe your company's approach to providing the desired management services for the project, answering, at a minimum, each of the following questions:

- a) How will your company maintain good relations and foster open and productive communications with Oregon Tech, OMIC R&D, the Project Team, and other parties directly involved in the Project? How will you avoid or resolve conflicts?
- b) What actions do you consider necessary to achieve the cost objectives of the project? What potential constraints do you foresee, and how would you resolve them?
- c) How would you track and control project costs during design? How would you track and control costs during construction? What steps will you take to minimize change orders?
- d) Describe your company's approach to building start-up, post-construction warranty work and ongoing service to OMIC R&D.

(Weight: 10)

7. 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.
- e) Your COVID-19 procedures and guidelines for all staff and sub-contractors. (Weight: 10)

8. Fee Proposal

a) Preconstruction Services Fee

Provide a fee proposal for Preconstruction Services, including reimbursable expenses, for a maximum not-to-exceed amount. Reimbursable costs are subject to published Oregon Tech limitations on travel and per diem expenses. (Weight: 5)

b) CM/GC Fee

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 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 shall mean (i) that portion of the Work required supporting construction operations that is not included within overhead or general expense but is called out as GC Work as identified in the Matrix, and (ii) any other specific categories of Work approved in writing by the Owner's Authorized Representative as forming a part of the GC Work. See the attached Sample CM/GC Contract for details. (Weight: 10)

c) General Conditions Fee

Using the "General Conditions" line items listed in the Matrix as an example and taking into account the project description and project timeline submit a monthly cost reimbursable maximum not-to-exceed fee for the portion of the Costs of General Conditions Work associated with the project during the Construction Phase. (Weight: 5)

d) Performance/Payment Bond Rate

Provide your bond rate for this project using the direct construction budget in Section IV. (Weight: 5)

9. Schedule

Describe your company's projected construction schedule for the project, describing your approach if possible, for both of the following scenarios:

- a) P&C Construction completes their scope of work and demobilizes, when will your company be able to start work and what is the schedule for completing the work.
- b) Upon reviewing the Phase 1 project schedule identify a time that your company could share occupancy with P&C Construction, when would your company be able to start work and what is the schedule for completing the work.

(Weight: 20)

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

VIII. PROPOSAL EVALUATION

This Request for Proposals (RFP) is the first step in a two-step process in the selection of a Construction Manager/General Contractor for this Project. The responses to this RFP will be evaluated by the selection committee, which will be comprised of representatives from Oregon Tech and members of the design team. 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. Oregon Tech will utilize this RFP process to obtain information to enable selection of the most qualified proposer through evaluation of:

- a. The proposers' responses to questions contained in this document;
- b. Information obtained during an interview of the proposers by the selection committee; and
- c. The results of discussions with the proposers' 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 RFP also requires reference information for your firm. Oregon Tech 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 RFP 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 proposals. Interviews will include a presentation period for the proposers to highlight their original Proposal 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 proposers based on all information received, presented, found and heard.

IX. FINANCIAL RESPONSIBILITY

Oregon Tech 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 Oregon Tech to obtain any credit report information Oregon Tech deems necessary to conduct the evaluation. Oregon Tech 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.

Oregon Tech 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

Proposals may be submitted as follows:

An electronic copy of the complete Proposal must be emailed to purchasing@oit.edu. The complete Proposal must be received on or before ***1:00 P.M. Pacific Time, October 11, 2021***. The subject line of the email must be clearly marked **“Response to RFP #2021-07 OMIC Additive Center Phase 2.”**

The electronic proposal should be sized appropriately for transfer (under 8 mb).

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals may not be submitted by telephone or fax. Proposals must be emailed to:

Email: Purchasing@oit.edu

Proposals will be publicly opened by a designee in the Purchasing and Contract Services Office. Telephone or facsimile submittals will not be accepted.

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

XI. QUESTIONS

All questions and contacts with Oregon Tech regarding any information in this RFP must be addressed in writing to the Procurement and Contracting Office, 27500 SW Parkway Avenue, Wilsonville, OR 97070 or email at purchasing@oit.edu. 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 the Procurement and Contracting Office, 27500 SW Parkway Avenue, Wilsonville, OR 97070 or email at purchasing@oit.edu. Such requests for change and protests shall be received no later than 1:00 P.M. on October 4, 2021. 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 RFP and will be made available to all firms by publication on the Public University Procurement web site (<https://www2.wou.edu/nora/orpu.bid.home>). It is the responsibility of each firm to visit the website and download any addenda to this RFP. 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.

XIV. SELECTION PROTESTS

Protests must be in accordance with Policy 580-061-0145. Any respondent to this RFP who claims to have been adversely affected or aggrieved by the selection of a competing respondent will have seven (7) days after notification of that selection to submit a written protest of the selection to Procurement and Contracting Office, 27500 SW Parkway Avenue, Wilsonville, OR 97070 or email at purchasing@oit.edu. Protests may not be faxed. Any such protests must be received by the office no later than seven (7) calendar days after the selection has been made. Protests of the RFP must include the reason for the protest.

XV. PROPRIETARY INFORMATION

Oregon Tech will retain this RFP and electronic copies of each 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 Oregon Tech has announced its intent to award a contract. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), such information must be listed on a separate sheet capable of separation from the remaining proposal and must be clearly marked with the following legend: **“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure 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

Oregon Tech is seeking to award a contract to a Construction Manager/General Contractor for the Preconstruction and all construction phases; however, Oregon Tech reserves the right to terminate the Project or contract during any phase in the Project.

XVII. CERTIFICATION OF NONDISCRIMINATION AND COMPLIANCE WITH TAX LAWS

By submission of the proposal, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC, that CM/GC, as part of its proposal, has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that CM/GC is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

XVIII. ENCLOSURES

Sample CM/GC Agreement Form
Exhibit A – Oregon Tech General Conditions
Exhibit B – Form of GMP Amendment
Exhibit C – Supplemental General Conditions
Exhibit D – Direct Costs/General Conditions Work Costs Matrix
Exhibit E – Performance Bond
Exhibit F – Payment Bond
Exhibit G – Architectural Drawings
Exhibit H – Electrical Drawings
Exhibit I – Mechanical / Plumbing Drawings
Exhibit J – Civil Drawings
Exhibit K – Draft OMIC Additive Specifications
Exhibit L – OMIC R&D Additive Preliminary Schedule (MILESTONE)

END OF RFP