



**REQUEST FOR PROPOSALS**

**RFP # 2021-01**

**BOIVIN HALL RENOVATION –**

**CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)  
SERVICES**

**ISSUE DATE: MARCH 25, 2021**

**CLOSING DATE: APRIL 15, 2021**

**CLOSING TIME: 1:00 P.M. PACIFIC TIME**

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**OREGON INSTITUTE OF TECHNOLOGY  
REQUEST FOR PROPOSALS  
RFP #2021-01  
Boivin Hall Renovation –  
Construction Manager/General Contractor (CM/GC) Services**

**I. INTRODUCTION**

Oregon Institute of Technology (“**Oregon Tech**”) is seeking proposals from firms interested in providing Construction Manager/General Contractor (“**CM/GC**”) services to Oregon Tech by submitting a response to this Request for Proposals (“**RFP**”) for the Boivin Hall Renovation 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 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, design feasibility, constructability reviews, value engineering, cost estimating, development of phasing and development of the GMP. Related contracting provisions, which will serve as the basis for the final agreement, are contained in Exhibits A through H, 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 meet requirements associated with Senate Bill 5721 that established State of Oregon Bond Founding for this Project, as well as 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 CM/GC shall structure subcontractor and supplier bid packages to maximize participation by M/W/ESB businesses.
- d. The solicitation of subcontractors shall be made pursuant to **Article 11** in the Sample CM/GC Contract.

## **II. PROJECT DESCRIPTION**

The Boivin Hall Renovation Project is a significant renovation that will upgrade Boivin Hall to resolve life safety, health, and accessibility issues, and extend the useful life of the facility.

Boivin Hall, originally built in 1974, is a 47,000 square foot building on the Oregon Tech's Klamath Falls, Oregon campus. Key components and goals of the Project include but are not limited to the following:

- Resolve seismic/structural issues;
- Create a fully ADA accessible facility;
- Resolve life safety and emergency egress issues;
- Replace/upgrade building MEP systems;
- Create new Entrances/Vestibules;
- Full interior/exterior renovation as needed;
- Create new, modern classrooms and lab spaces; and
- Create collaborative, interdisciplinary workspaces;

The Project will be designed to LEED Silver equivalent and will meet the state building code for energy efficiency.

### III. DESIGN TEAM

Opsis Architecture has been selected as the Project's architect.

### IV. BUDGET

The construction budget for this Project is currently estimated to be Fourteen Million Dollars (\$14,000,000). This budget will include preconstruction phase services, the CM/GC fee, general conditions costs, all materials and labor costs, payment and performance bonds and the CM/GC contingency. The aforementioned Project construction budget does not include "soft" costs (i.e., Owner's labor costs, design fees, plan review fees, building permits, special testing services, furniture and other indirect development costs).

### V. MANDATORY, PRE-PROPOSAL SITE VISIT/WALKTHROUGH, SELECTION PROCEDURE, AND TIMETABLE

#### **Mandatory Pre-Proposal Conference & Tour: Thursday, April 8, 2021, 1:00 PM – 2:00 P.M. PT.**

The mandatory pre-proposal conference and tour will begin in the Auditorium located in the College Union of Owner's main residential campus located at 3201 Campus Drive, Klamath Falls, Oregon. The meeting is intended to clarify the requested information and provide an opportunity for questions and answers. There will be additional site data available for review and a site tour. There will be no other site tour opportunities for firms and their team members.

**Attendance and sign-in is required in order to be eligible to submit a proposal.**

***Please RSVP to [Leticia.Hill@oit.edu](mailto:Leticia.Hill@oit.edu) if you plan to attend the Mandatory Pre-Proposal Conference & Tour, so Oregon Tech may arrange logistics and information packages.***

The mandatory pre-proposal site visit/walkthrough will be the proposer's main opportunity to discuss the Project with Oregon Tech. **Proposals received from any proposer who has not participated in a mandatory pre-proposal site visit/walkthrough will not be considered.**

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.

The Project schedule is tentatively as follows and may be subject to change based on Oregon Tech's needs:

March 25, 2021  
March 30, 2021 @ 1:00 P.M. PT  
April 8, 2021 @ 1:00 P.M. PT  
April 15, 2021 @ 1:00 P.M. PT  
April 20, 2021 @ 1:00 P.M. PT  
April 27, 2021 (Time is TBD)  
April 29, 2021  
May 4, 2021

RFP Issue Date  
Protest of Specifications Due  
Mandatory Pre-Proposal Conference & Tour  
Closing Date /All proposals due to Oregon Tech  
Short-list meeting to select finalists  
Selection committee interview finalists  
CM/GC selection and notification  
Contract execution

May 11, 2021  
 On or around August 2, 2021  
 TBD

Commence pre-construction phase  
 Commence on-site work  
 Project completion

## VI. INSTRUCTIONS TO PROPOSERS

Your response must be contained in a document not to exceed **twenty-five (25) single sided pages** including pictures, charts, graphs, tables and text the firm deems appropriate to be part of the review of the firm's response. Resumes of key individuals proposed to be involved in this project are exempted from the 25-page limit and should be appended to the end of your response. No supplemental information to the 25-page Proposal will be allowed.

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. The response should be submitted in a soft-bound (comb or spiral, spiral preferred – no three-ring binders) format with page size of 8 ½ x 11 inches with no fold-outs except one fold out project schedule and one site logistics plan (should not exceed 11 x 17 inches each). The basic text information of the response should be presented in 10 point (minimum) font size, and reasonable 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.**

The scoring breakdown for the proposals is as follows:

Item 1 - Firm Information:	15 Points
Item 2 - Key Personnel:	20 Points
Item 3 - CM/GC Role:	15 Points
Item 4 - Project Management:	20 Points
Item 5 - Cost Control:	20 Points
Item 6 - Senate Bill 5721 Requirements:	20 Points
Item 7 - Proposed Site Coordination/Logistics Plan:	10 Points
Item 8 - Fee Proposal:	30 Points (Contains sub-section scoring)
Item 9 - References:	Non scored section
<b>Total Available:</b>	<b>150 Points</b>

## 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 so that reviewers may easily identify information.** Indicate in writing the following information about your firm's ability and desire to perform this work.

### 1. Firm Information

Provide a brief description of your firm. List the projects your firm is currently contracted for, the "key

personnel” assigned to those projects, and what stage you are in terms of completion. (Weight: 15 Points)

**2. Key Personnel**

Identify the personnel in your firm who would be assigned to this project and describe their specific experience on projects of similar size, complexity, and scope as the Project subject to this RFP. For all project management personnel, identify the length of their employment with your firm, their responsibilities on this Project, and their primary office location during project execution. Indicate their time commitment for this Project during the pre-construction and construction phases. Indicate whether the proposed team has worked together on previous projects. Clearly identify any and all time commitments the proposed project manager and project superintendent will have to projects other than this Boivin Hall Renovation Project. Provide contact information (including email) for all proposed personnel.

Provide the names and current phone numbers of references for each of the key personnel you proposed for this Project in your RFP response. The references should represent at least one of each of the following: owners, subcontractors, and architects. These references should be from projects of a size, scope and/or complexity comparable to the Project subject to this RFP. Verify that the references identified had direct contact with your team member. Results obtained in reference checks may be used to score all evaluation criteria. (Weight: 20 Points)

**3. CM/GC Role**

Describe the proposed role(s) and responsibilities of your firm in the Project. Identify your firm’s expectations of the role of Oregon Tech and the Architect. Describe your firm’s role to ensure that the Project is completed safely, on schedule and within the contract amount and quality requirements. Describe your firm’s relevant experience with negotiated and Guaranteed Maximum Price (GMP) work. Describe your firm’s relevant experience with public Construction Management (CM) and Construction Manager/General Contractor (CM/GC) work. (Weight: 15 Points)

**4. 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 Oregon Tech. Provide a description of your processes for managing changes in construction, including your proposed methods that will mitigate construction change orders and construction claims.

Describe your firm’s approach to the management and administration of on-site construction activities for this Project. Include a site plan or diagram depicting your approach. Also, describe how your firm will work on the Oregon Tech campus to mitigate construction delivery, and construction activities on our students, faculty, staff, and visitors. (Weight: 20 Points)

**5. Cost Control**

Describe your firm’s process for managing cost throughout the project. Describe in detail the pre-construction services you would provide. Discuss your cost estimating processes and describe in detail how estimates are developed and the name the personnel who do the estimating. Describe your proposed level of cost estimating efforts throughout the Project.

Provide a description of your process for managing changes in construction, including efforts made to minimize change orders and claims. Discuss in detail, your process for evaluating change order pricing presented by subcontractors. (Weight: 20 Points)

**6. Apprenticeship Participation; Minority, Women, and Veteran Employees; Insurance and Benefits (Senate Bill 5721 Requirements)**

Funding for the project is through Senate Bill 5721 that established State of Oregon Bond Funding for this Project. The requirements of this section set levels of apprenticeship participation; targets associated with

the employment of minority women and veteran employees; and health insurance and retirement benefits to employees by both the CM/GC and subcontractors, as well as annual reporting requirements associated with these items.

See: <https://olis.oregonlegislature.gov/liz/2020S2/Downloads/MeasureDocument/SB5721/Enrolled>

Please discuss in detail your firm's ability to meet the requirements outlined in Senate Bill 5721, Section 15, as well as any experience with tracking and reporting such requirements. (Weight: 20 Points)

## 7. **Proposed Site Coordination/Logistics Plan**

Describe your firm's approach to the management and administration of on-site construction activities for this Project. Include a site plan or diagram depicting your approach. Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise, material storage, onsite offices, trash/recycling, security, temporary toilet facilities and utilities and other related factors. (Weight: 20 Points)

## 8. **Fee Proposal**

### 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 Points)

### Preconstruction Scoring Methodology:

**Philosophy:** *The firm with the most competitive fee will be awarded the maximum number of points available. Other proposers will receive a score that is calculated by dividing the most competitive fee by their fee and multiplying the result by the total score available.*

### EXAMPLE

*Five proposers with proposed costs for Pre-Construction Services as follows: \$45,000; \$50,000; \$60,000; \$62,000; \$77,000.*

*Most Competitive Fee = \$45,000 → Will be awarded 5 points*

*Point Distribution (5 point total available) as follows:*

- \$45,000 = 5 points
- \$50,000 = 4.5 points
- \$60,000 = 3.75 points
- \$62,000 = 3.6 points
- \$77,000 = 3 points

### CM/GC Fee

Provide your firm's CM/GC Fee as a percentage of the Estimated Cost of the Work for this project.

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: 15 Points)



CM/GC Fee Scoring Methodology:

**Philosophy:** The firm with the most competitive fee will be awarded the maximum number of points available. Other proposers will receive a score that is calculated by dividing the most competitive fee by their fee and multiplying the result by the total score available.

EXAMPLE

Five proposers with proposed CM/GC Fees as a percentage of the Estimated Cost of Work as follows: 2.25%, 2.45%, 2.50%, 2.75%, 3.00%.

Most Competitive Fee = 2.25% → Will be awarded 15 points

Point Distribution (15 point total available) as follows:

- 2.25% = 15 points
- 2.45% = 13.8 points
- 2.50% = 13.5 points
- 2.75% = 12.3 points
- 3.00% = 11.25 points

General Conditions Estimated Cost

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 Points)

General Conditions Scoring Methodology:

**Philosophy:** The firm with the most competitive General Conditions fee shall be awarded the maximum number of points available. The Project requires your firm to perform a given required amount of work as described in the Sample Contract, for the monthly time duration described in the RFP. It is our philosophy that the General Conditions fee should be an accurate reflection of the effort required to perform those services. This scoring methodology will reward the firm in the middle of the group of responsive proposers.

EXAMPLE

Five proposers with Proposed Monthly Costs for Pre-Construction Services: \$35,000; \$37,000; \$40,000; \$41,000; \$72,000.

Median Cost: \$35,000 → Will be awarded 5 points

Point Distribution (5 point total available) as follows:

- \$35,000 = 5 points
- \$37,000 = 4.7 points
- \$40,000 = 4.4 points
- \$41,000 = 4.2 points
- \$72,000 = 2.4 points

Performance/Payment Bond Rate

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

**9. 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.

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

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

## **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.

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 original copy of the Proposal, and an electronic copy (emailed to [Purchasing@oit.edu](mailto:Purchasing@oit.edu) or supplied on a jump drive) of the complete Proposal must be received on or before **1:00 P.M. Pacific Time, April 15, 2021.** The envelope/package containing the response must be clearly marked “**Response to RFP # 2021-01.**”

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 may be hand delivered, mailed, or e-mailed to:

**Mailing Address including  
Hand Delivery, UPS, and FEDEX:**

Procurement and Contract Services  
3201 Campus Drive  
Purvine Hall 288  
Klamath Falls, OR 97601-8801

**Email:**

[Purchasing@oit.edu](mailto: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.

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

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

## **XI. QUESTIONS**

All questions and contacts with 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](mailto: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](mailto:Purchasing@oit.edu). Such requests for change and protests shall be received no later than **1:00 P.M. Pacific Time on March 30, 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 Oregon Tech 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 three calendar 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](mailto:purchasing@oit.edu). Protests may not be faxed. Any such protests must be received by the office no later than three 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 one copy of each original response received, together with copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after 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), you must mark each section of the proposal containing such information 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 – Sample Performance Bond

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Exhibit F – Sample Payment Bond

Exhibit G – Reimbursable Travel and Per Diem Expenses

Exhibit H – Form of Early Work Amendment

**END OF RFP**