



# Portland Community College

## REQUEST FOR PROPOSALS

### Construction Manager/ General Contractor for Rock Creek Campus

**DUE DATE AND TIME:**  
*2:00 P.M., November 14, 2011*

*Issuing Office: Portland Community College  
Capitol Park  
9700 SW Capitol Hwy., Suite 260  
Portland, OR 97219  
<http://www.pcc.edu/bond>*

*Contact Name: Avelina Gulmatico  
Bond Procurement  
Phone: 971-722-8416  
Fax: 503-459-4701  
Email : [agulmati@pcc.edu](mailto:agulmati@pcc.edu)*

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**COPY OF LEGAL ADVERTISEMENT:**

Notice is hereby given that Portland Community College (“PCC” or “College”) is requesting sealed proposals from contractors with the knowledge and expertise to provide Construction Manager/General Contractor (CM/GC) services associated with the expansion and renovation of PCC Rock Creek Campus located at 17705 NW Springville Road, Portland OR 97229. Services include and are not limited to capital improvements, renovations, storm water and site improvements, and selected maintenance projects at the Rock Creek Campus. This Request for Proposals (RFP) will be used to evaluate and select qualified CM/GC for the Rock Creek Campus Bond Construction and Renovations projects.

A complete description of the project, requirements, and specific conditions for this RFP is available to download from the PCC Solicitation Opportunities link: <http://www.pcc.edu/purchasing>. Interested proposers who are not equipped to download the document may request a copy of the RFP by contacting Avelina Gulmatico, Bond Procurement Coordinator, phone: 971-722-8416 or by sending an email request to [agulmati@pcc.edu](mailto:agulmati@pcc.edu).

A mandatory pre-proposal conference will be held on October 25, 2011 starts at 11:00 A.M. The attendance sign-up sheet must contain, at least, a firm representative’s signature to participate in the process thereafter and to be considered for award. Following the conference, a tour of the site and existing facility will be held.

Sealed proposals will be received at the issuing office, Bond Procurement Office, Capitol Park Suite #260, 9700 SW Capitol Highway, Portland OR 97219. Deadline for submitting a proposal will be no later than **2:00 P.M., November 14, 2011**. The office is open Monday to Friday from 8:00 A.M., thru 5:00 P.M.

State of Oregon Prevailing Wage Rates for Public Works Contracts in Oregon shall be utilized for all labor involved in this Contract, including Wage Rates and Certification of payroll as required by the Bureau of Labor & Industries.

The Board of Directors reserves the right to reject any and all proposals and to waive irregularities. The College may also reject any proposal not in compliance with the prescribed public procedures and requirements, and may reject for good cause any and all proposals upon finding of the College that it is in the public interest to do so.

Each proposal must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.

Minority-owned, Women-owned, and Emerging Small Business Enterprises will be afforded full opportunity to submit their proposal in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

Dated this 14<sup>th</sup> day of October, 2011

Published in the following publications:

Daily Journal of Commerce                      State of Oregon ORPIN System  
PCC Solicitation website: <http://www.pcc.edu/purchasing>

## **SECTION 1. INTRODUCTION**

### **1.1 Project Introduction**

PCC is requesting sealed proposals from contractors with the knowledge and expertise to provide Construction Manager/General Contractor (CM/GC) services associated with the expansion and renovation of PCC Rock Creek Campus located at 17705 NW Springville Road, Portland OR 97229. Services include and not be limited to capital improvements, renovations, storm water and site improvements, and selected maintenance projects for the Rock Creek Campus. This Request for Proposal (RFP) will be used to evaluate and select qualified CM/GC for the Rock Creek Campus Bond Construction and Renovations projects.

Renovations to buildings will include energy efficient upgrades as part of the College's Sustainability initiatives. Surface water runoff and landscape improvements are planned, as well as circulation improvements. The College intends to enter into a Contract with the selected CM/GC, which will include a fee based on negotiated construction management labor rates per hour for the activities up through submittal of a guaranteed maximum price (GMP), and a fixed fee for all other work through construction and completion of the project.

It is the goal of the College to provide opportunities for smaller general contractors for portions of the construction projects on the Rock Creek campus. One of the primary considerations for selection of a CMCG will be the demonstrated willingness and ability of the proposer to work creatively with the College to identify projects and establish procedures to successfully engage smaller general contractors.

This RFP may contain detailed description of the required goods and services, as well as specifications, scope of work, timelines, requirements for a proper response, and any other applicable requirements of the College.

Proposers should read the entire RFP before taking any action. It could be very misleading to review only limited sections of the document.

### **1.2 PCC Introduction**

PCC is a two-year college with several major campuses and a number of satellite locations offering programs in a metropolitan area covering 1,500 square miles. It has an open admissions policy and enrolls approximately 105,000 students annually, with a curriculum that includes career-technical programs, community education, academic transfer courses, and classes in basic skills. Credits from other institutions may be accepted toward degree requirements. PCC employs approximately 3,000 faculty, staff, and administrators.

PCC has grown substantially over the past decade. Distance education is increasing rapidly and continued growth in enrollment is expected over the next five years.

PCC has an annual budget of over \$100,000,000 from a variety of sources. The funding is derived primarily from property tax support, state reimbursement, grants, contracts, and tuition. In November 2008, a \$374 million bond measure was approved, giving the College funds for capital improvements to take it through the next decade.

Although PCC addresses the needs of a well-defined district, it is increasing its relationship with those who are beyond the metropolitan area. For example, PCC participates in electronic links among regional libraries and has established joint admission and instructional programs with Oregon State University, Portland State University, and the Oregon Institute of Technology. Approximately one million people

live in the greater Portland area.

A locally elected Board of Directors governs PCC. The Board of Directors appoints the District President. There is one District President, two Vice Presidents, two Associate Vice Presidents, and four Campus Presidents. A Campus President leads each of the College major campuses.

### **1.3 Sustainability:**

In December 2006, the College Board of Directors approved the PCC Sustainable Use of Resources Policy (Policy B-707). The Sustainable Use of Resources Policy states that “PCC is committed to becoming a leader in academic programs and operational practices that model the sustainable use of resources, so that the needs of current generations are met without impairing the ability of future generations to meet their own needs.” To view more about the College’s commitment to sustainability please see the following link:

<http://ww.pcc.edu/about/sustainability/projects/documents/FY2008Annual2.pdf>. The College would like the proposing firm to consider our commitment to sustainability; and the energy consumption of their proposed equipment or any other energy efficiency offered when submitting their proposal. 2008 Bond building projects aspire to meet the silver LEED building certification.

### **1.4 Rock Creek Campus Information:**

Rock Creek Campus is about 12 miles west of downtown Portland, in the rapidly growing Beaverton-Hillsboro area of Washington County. Rock Creek is nestled amid farm and wetland, perfect for PCC’s veterinary, landscape, building construction and biology programs, which use the natural areas for their outdoor learning labs. It houses Tualatin Hills Parks and Recreation’s sports complex where students have access to softball and lacrosse fields, tennis courts and soccer pitches. The campus is home to a fully functioning farm with sheep, rabbits, llamas and cows.

Spacious, open malls highlight Rock Creek, which opened in 1976. Today, it features diesel service, auto collision repair, building construction, veterinary and welding, among other programs. The campus has been the epicenter of partnerships with green energy giant Solar World, biotechnology firm Genentech (Roche) and Hillsboro Aviation, where student pilots have access to two FAA certified flight schools. Rock Creek also is home to federal programs that serve primarily first-generation Latino college students to develop leadership and educational opportunities. Its recycling initiative, where cafeteria scraps are degraded via a worm compost to eventually nourish the burgeoning organic garden, is a model loop system.

The seven main buildings are clustered around an outdoor quad, complete with benches and metal sculptures. Parking is confined to two main areas on the campus perimeters. The design creates a liberal arts college feel and makes the 256-acre campus distinctive in PCC’s system of more urban settings. The abundant green spaces double as important learning tools. The farm helps veterinary technology students study large animal medicine. The wetland and forests behind buildings and the aviation hanger provide countless opportunities for biology students to observe plant and wildlife.

See campus website for additional information: <http://www.pcc.edu/about/locations/rock-creek> and <http://bond.pcc.edu/category/category-list/rock-creek>.

### **1.5 CM/GC Approach:**

The College finds that the Rock Creek Bond Program is well suited to the CM/GC contracting method, because the Rock Creek Bond Program is complex and will require careful planning and coordination of multiple projects in several buildings including a new building, a major addition, interior renovation work, and infrastructure work affecting the entry, circulation and parking lots. The projects involve

facilities that will be occupied and remain occupied for the duration of the program. Further, the program is envisioned as a team effort between PCC, the Campus Architects, and the General Contractor.

## **SECTION 2. PROJECT INFORMATION:**

### **2.1 Bond Program background:**

In November 2008, PCC District voters approved a capital bond measure. This approval allows PCC to engage in comprehensive planning, design, engineering and construction contracting over a multi-year period of time. The bond initiatives will support College growth through new construction and facility improvements to enhance educational capabilities throughout the district: Cascade Campus, Sylvania Campus, Southeast Center, Rock Creek Campus and other PCC District centers. Refer to Bond website: <http://pcc.edu/bond> for additional information and updates on Bond Projects.

### **2.2 Overview of the Rock Creek Bond Program:**

The 2008 Bond Program includes plans for capital improvements, renovations, and selected maintenance projects at the Rock Creek Campus.

Projects planned for the Rock Creek Campus include an addition to Building 7, a new academic building, renovations to Buildings 2, 3 and 9, a second campus egress, and storm water and site improvements.

The College has several critical needs related to the work going forward at the Rock Creek Campus:

Clean Water Services (CWS) is requiring a campus storm water master plan to be implemented for the complete campus as part of the first phase of construction work on campus; this will require extensive coordination of all site work to be done on campus;

Multiple projects are anticipated to take place at the same time, which will require a campus coordinated plan by a contractor to ensure campus services are not impacted.

The new academic building, currently building 5, is dependent upon the building 7 addition completion and the ability to use it as swing space to relocate the users out of building 5 for that construction to begin. Once the new building 5 is complete, some of the users will move back into it and the building 7 addition will be completed for its final intended use; these are the two major projects on campus and they require close coordination to ensure the projects are completed on schedule;

The service to students at Rock Creek Campus must, to the maximum extent possible, continue unimpeded through the anticipated five-plus years of construction; public, student, and staff safety must be protected in a complex, construction environment.

Opsis Architecture is currently under contract to complete the design and construction documents for this work.

### **2.3 Scope of work:**

PCC has need for a Construction Manager/General Contractor (CM/GC) firm to coordinate and manage the construction process as a member of a team with the Owner, hired Architect and other project consultants. The CM/GC firm is expected to be completely skilled in developing schedules, preparing construction estimates, performing value engineering, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, and coordinating and communicating the activities of the Team throughout the design and construction phases to all members of the

construction team. In addition, the CM/GC must be familiar with the total local labor and subcontracting market particularly Minority Owned, Woman Owned, and Emerging Small Business Enterprises (MWESB), and be capable of soliciting subcontracts without discrimination against race, color, or national origin for consideration of any contract entered into pursuant to this project.

It is the goal of the College to provide opportunities for smaller general contractors for portions of the construction projects on the Rock Creek campus. One of the primary considerations for selection of a CMCG will be the demonstrated willingness and ability of the proposer to work creatively with the College to identify projects and establish procedures to successfully engage smaller general contractors.

The project involves the expansion of the PCC Rock Creek Campus, as previously described herein. The work involves a new building, and several sizeable renovations. The construction effort will have to be carefully sequenced so that the campus on-going educational and administrative activities may proceed without major interruption. As an example, a new building may have to be completed before existing buildings can be renovated. Other renovations will have to be completed to allow the relocation of existing PCC programs to the renovated facilities so that the necessary remodel of those buildings may occur. Because of the sequencing necessity, the possibility exists that the project may have to occur in several phases. Very close coordination between the Owner, hired Architect, and the contractor is thus an absolute necessity.

The budget for the work is approximately \$38,000,000, inclusive of the Construction Management Fee and the Guaranteed Maximum Price (GMP). Removal and disposal of Regulated Building Material(s) will be by Owner. The specific project schedule for construction is yet to be determined, but will be a series of phased projects beginning in Spring 2012. The CM/GC shall provide the services according to the terms and conditions identified in AIA document (Appendix B), standard form of agreement between owner and Contractor.

#### **2.4 Additional Requirements:**

##### **1. Non-Interference with School:**

The successful proposer's use of the site shall be limited to the areas directed by the College.

Existing driveways and entrances shall remain clear and available to College personnel, students, and the general public at all times. These areas shall not be used for parking or storage of materials.

The successful proposer shall not encumber the site with materials or equipment. Successful proposer shall confine stockpiling of materials and location of storage sheds to the areas directed by the College. If additional storage is necessary, Successful proposer shall obtain and pay for such storage off-site at no additional cost to and College.

##### **2. College Responsibilities:**

The College will provide, to the successful proposer, reasonable accessibility and timely response. The successful proposer must provide the location, email address, and phone/fax numbers of the main contact, responsible for managing the project.

The owner representative for the College is Barbara Linn, Rock Creek Campus Bond Project Manager.

## 2.5 Proposal Procedures:

### 2.5.1 Definitions:

As used in this Request for Proposal, unless the context requires otherwise:

Award of the Contract: The decision by the College that indicates which Proposer the College has chosen to enter into an agreement with.

College: PCC, its board of directors, departments, employees, and agents.

College Representative: PCC Bond Project Manager, or designee, acting as the administrator of the Contract and the primary College contact for the Contractor after the execution of the Contract.

Contract: Once a Successful Proposer has been chosen, this is the agreement that PCC and the Successful Proposer will enter into, at which point the Successful Proposer will become the Contractor. That agreement will include the Provisions of this RFP and the Contract Provisions in similar form to those attached, and also any Appendices attached hereto, as well as the Provisions of the Proposal of the Successful Proposer, all of which will be incorporated therein in that Contract. That Contract will constitute the entire agreement between the parties. The Contract may also include any purchase orders, bonds, and addenda incorporated in the documents before their execution, and all other agreements of a supplemental nature, in writing, signed by both parties, entered into during the progress of the work.

Contractor: The Contractor is the Successful Proposer that signs, executes, and enters into a Contract with PCC.

Limited Liability Entity: Any corporation, limited liability company, limited liability partnership, or other business entity that must register with a state agency in order to do business as that entity.

Notice of Intent to Award: A document proclaiming intent to award the Contract to a specified party

OAR: Oregon Administrative Rules

ORS: Oregon Revised Statutes.

Owner: Portland Community College

PCC Rules of Procurement: Rules of Procurement adopted February 24, 2005.

Performance Bond: means a bond in form and with corporate surety satisfactory to the College in an amount equal to the full contract sum, conditioned upon the faithful performance of the contract and all provisions thereof.

Proposal: A response to an RFP, created and submitted by a Proposer, which outlines the goods/services the Proposer wishes to create, manufacture, and/or deliver, or the services the Proposer wishes to render to PCC.

Proposer: Any corporation, limited liability company, limited liability partnership, other limited liability entity, company, partnership, firm, sole proprietorship, or individual that creates and submits a Proposal. A Proposer is a prospective Offeror / Contractor.

Provisions: Refers to all directions, terms, conditions, specifications, and requirements, etc., of the referenced subject.

QRF: Qualified Rehabilitation Facility. This is a nonprofit organization that puts Oregonians with disabilities to work. See [www.oregonrehabilitation.org/qrf/](http://www.oregonrehabilitation.org/qrf/) for more information.

Responsible Proposer: The proposer who meets the standards requirements and has not been debarred or disqualified by the College.

Responsive Proposal: An offer that substantially complies in all material respects with applicable solicitation requirements.

Request for Proposal (RFP): Used for contracts with an estimated cost of \$150,000 and over. This is an official publication/statement by PCC which outlines goods or services of which PCC is in need. It outlines the general needs and goals of PCC, but the means and methods used to achieve those ends will generally be left up to each Proposer to suggest in the Proposal.

Successful Proposer: The Proposer whose goods or services Proposal is accepted by PCC, and upon acceptance, it is the Successful Proposer who is offered the Contract and who is obligated to sign the Contract for such goods or services, thus becoming the Contractor.

### **2.5.2 Issuing Office:**

This RFP document is issued by the Issuing Office of the College and that office shall be the sole point of contact for this RFP. Please contact the following person:

Contact Name: Avelina Gulmatico  
Bond Procurement Coordinator  
Capitol Park, Suite 260  
9700 SW Capitol Highway  
Portland, OR 97219  
Phone: 971-722-8416 Fax: 503-459-4701  
Email: [agulmati@pcc.edu](mailto:agulmati@pcc.edu)

### **2.5.3 Contact Information:**

All communications related to this RFP should be made by mail or preferably by e-mail to RFP contact Avelina Gulmatico, Bond Procurement Coordinator. The firms submitting the questions will be responsible for their prompt delivery to the Bond Procurement Coordinator. Responses to such questions will be made by a formal Addendum posted on the PCC Solicitation website. PCC will not be responsible for any other explanation or interpretation of the proposed documents.

Between the periods this RFP is published or issued and the time the contract is awarded and approved, all request and questions regarding this RFP and the CM/GC process or the evaluation process must be directed to Avelina Gulmatico, Bond Procurement Coordinator.

#### 2.5.4 Addenda:

If it becomes necessary to modify, revise, or clarify any part of this RFP, addenda will be provided to all Proposers who completed a vendor registration form.

1. PCC will not be responsible for any other explanation or interpretation of the proposed documents. The electronic copy of the RFP document on the PCC Solicitation website (<http://www.pcc.edu/purchasing>) and its addenda maintained by PCC shall be the master and controlling document.
2. Any addenda posted on other Web sites are not official. Proposers should monitor the College Purchasing Solicitation Web site regularly until the RFP Submission Deadline to assure that they have not missed any addenda announcements.
3. Proposers shall acknowledge receipt of all addenda in the appropriate area of the Certification and Contract Offer Form (Appendix A), which must be returned as part of the Proposal requirements. All addenda issued during the RFP period are incorporated into the Contract resulting from this RFP by this reference.

#### 2.5.5 Pre-proposal conference:

A mandatory pre-proposal conference will be held on October 25, 2011, starts at 11:00 A.M., Rock Creek Campus, Bldg 2, Room 243. A sign-up sheet will be available. The College will accept proposal from contractors represented at this meeting. Proposal received from contractors who were not on the list of attendees will be rejected and returned.

This meeting is designed to clarify the information that is contained in this RFP and give an opportunity for questions and answers. College department representatives and A/E hired consultant will be at this meeting to give an overview of the project and answer questions. For Campus map and driving direction, refer to: <http://www.pcc.edu/about/locations/rock-creek>

#### 2.5.6 RFP Timetable:

<u>Event</u>	<u>Deadline Dates</u>
Publication of the RFP	10/14/11
Mandatory pre-proposal meeting and project site tour	11:00 A.M., 10/25/11
Deadline for submitting written questions, requests, and/or protest to specifications, terms and conditions, and contract provisions of the RFP.	10/26/11
Deadline to publish College response to written questions/requests/inquiries, issued as an addendum and posted on the purchasing website.	10/31/11
Deadline for submitting proposal	2:00 P.M., November 14, 2011

Proposal Evaluation/Review (tentative)	November 14-18, 2011
Optional, interviews of top proposers (tentative)	November 21 -22, 2011
Board of Directors contract approval (tentative)	December 8, 2011

All written inquiries or protests of the RFP process must be received by the deadline as indicated above. Clarifications and responses to written inquiries or protests regarding this RFP will be sent within one week of receipt of written inquiries or protests.

All protests of the award of the contract must be received prior to the contract execution date. This is also the date on which the successful proposer must sign, execute and enter into the contract with the College.

The College may, at its discretion, schedule interviews with the Proposers, and will contact any Proposers at that time.

### 2.5.7 Obtaining RFP Documents

RFP documents may be reviewed or obtained from the "Solicitation Opportunities" link on the College issuing office Website: <http://www.pcc.edu/purchasing>. Interested Proposers who are not equipped to download the document may request a copy of the RFP by contacting the following:

Contact's Name: Avelina Gulmatico  
Contact's Title: Bond Procurement Coordinator  
Phone: 971-722-8416  
E-mail: [agulmati@pcc.edu](mailto:agulmati@pcc.edu)

### 2.5.8 Submittal requirements:

All proposers must prepare their proposals according to the format outlined in this RFP and provide a response to the requirements. ***It is the sole responsibility of the Proposer to ensure that Proposals are received prior to the above stated Submission Deadline. PROPOSALS MUST BE TIME STAMPED AT THE ISSUING OFFICE RECEPTION DESK ON OR BEFORE THE STATED DEADLINE. The College will not consider late materials received after the Submission Deadline and those materials will be returned unopened.***

1. One (1) original, five (5) complete paper copies, and one (1) electronic .pdf version of the proposal shall be included in the proposal package. The sealed proposal must be received and stamped in the issuing office, within the specified deadline.
2. The Proposer's name and address must appear on the outside of the container. In addition, the words, "RFP for CM/GC for Rock Creek Campus" as the title must be clearly identified outside of the container.
3. Proposers should allow mail delivery time to make sure proposal is received by the issuing office, within the specified deadline.
4. Each Proposal shall be signed and sealed in an opaque envelope or box, addressed and delivered as follows:

Hand Delivered or Certified U.S. Mail:

Avelina Gulmatico  
Bond Procurement Coordinator  
Capitol Park, Suite 260  
9700 SW Capitol Highway  
Portland, OR 97219

5. Proposals not arriving within the submission deadline will not be considered. The College will not accept faxed Proposals.
6. Materials should be prepared simply, economically, and neatly. Special bindings, colored displays, and other similar accoutrements are not desired. Proposers are encouraged to be complete and concise.
7. This RFP document is not to be distributed or made available by the Proposer to anyone outside their company. The RFP document is to be released only by the Issuing Office, or the College cannot ensure delivery of addenda to all holders of the document.
8. All proposals shall be typed and single-spaced, letter format, with font size no smaller than 11 point. Proposal pages shall be numbered consecutively and shall not exceed 30 pages.

Items that are not counted as part of the 30 page limit: certification and contract offer, cover letter, staff resumes, certified letters from bonding/surety, and additional supplemental information (project related). Supplemental information may include photographs of past projects, charts, graphs, letters of reference supporting your firm's performance from past clients, and other materials you consider beneficial.

#### **2.5.9 Certification and Contract Offer:**

The Certification and Contract Offer (Appendix A) must be signed before any award of the Contract will be made. A Proposal will not be considered for any Award of the Contract where the Certification has been deleted or modified or not properly signed prior to the Date of Notice of Intent to Award as specified above.

All Proposers who submit a Proposal must agree that the Provisions of this RFP and attached copy of the Contract Provisions are acceptable and that, within ten (10) days after receipt of a Notice of Intent to Award, any Proposer to whom a Contract is awarded will sign the Contract including those Provisions. Any objections to such Provisions must be stated in writing and received by the Issuing Office prior to the Deadline to Withdraw.

#### **2.5.10 Erasures**

Any and all erasures or corrections in the Proposal documents must each be initialed by the Proposer.

#### **2.5.11 Signature:**

Any signature or initialing relating to this RFP certifies that the individual signing or initialing has read and fully understands all provisions. Anything relating to this RFP shall be deemed to have been properly signed or initialed if the procedures below are adhered to:

1. In the case of an individual Proposer, by each such individual Proposer.
2. In the case of a partnership, the name of the partnership must appear directly above the initial or signature, and the initial or signature must be that of one of the authorized partner(s) of said partnership, signing for and in the name of the partnership. In addition, the names of all partners shall be stated in the document.
3. In the case of a Limited Liability Entity, the entity's name shall be subscribed to by the president or other authorized managing officer, and the name of the office held in (or the capacity in which they act for) such corporation shall be listed under the signature of such officer.
4. All signatures must be in ink.

#### **2.5.12 Withdraw a proposal:**

A Proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received by the College prior to 2:00 P.M., November 15, 2011.

#### **2.5.13 Proposal format:**

The proposal shall be organized in the manner and presented in the same sequence as indicated below. Any deviation from the format may result in the evaluation committee being unable to locate specific information, which may result in a loss of points.

1. **Cover letter:**

A letter introducing the company and including a statement that the proposer wishes to be considered for the project. Include full name of the firm or joint venture, contact person, email address, mailing address, telephone and fax numbers. If a joint venture, the relationship of the two parties shall be indicated in terms of percentage participation in the work and in the fee.

2. **Certification and Contract Offer (Appendix A):**

Completed and signed by authorized person within the organization.

3. **Response to Questions and/or Requirements on Section 4.**

#### **2.5.14 Wage Rates and Certificate of Payroll (if applicable):**

The State of Oregon Prevailing Wage Rates for Public Works Contracts in Oregon shall be followed for all labor performed in this Contract, including Wage Rates and Certification of payroll as required by the Bureau of Labor and Industries (**BOLI**). For additional information, see BOLI website: [http://www.oregon.gov/BOLI/WHD/PWR/W\\_PWR\\_Pwrbk.shtml](http://www.oregon.gov/BOLI/WHD/PWR/W_PWR_Pwrbk.shtml).

The hourly rate of wage to be paid by successful CM/GC or any sub-contractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The latest prevailing wage rates with an effective date of July 1, 2011, refer to the BOLI website for additional information.

## **SECTION 3: PROPOSAL TERMS AND CONDITIONS**

### **3.1 Codes, Ordinances, Regulations and Permits:**

- a. Successful proposer shall be licensed by the State of Oregon to do the work required under this Contract.
- b. Successful proposer shall comply with all applicable requirements of County and State of Oregon Departments of Health, and Environmental Quality.
- c. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard.
- d. Successful proposer shall obtain and maintain in current status all applicable permits and licenses.

### **3.2 Liability for Damages:**

- a. The College shall not accept any liability or responsibility, in whole or in part, for any damage which may be sustained by any PCC machinery or equipment; or injury to any employee, agent, representative, assignee or guest of the successful proposer, regardless of cause.
- b. The performance bond, properly executed has been delivered to and accepted by the College. The certified check or bid bond of each bidder who was not awarded a Contract will be returned immediately after the contract and bond of all successful bidders, properly executed, have been delivered to and accepted by the college.
- c. Any proposer or proposers to whom a Contract is awarded and who shall default in executing said formal written Contract or in furnishing a satisfactory performance bond as stipulated above within the time and manner required by these specifications shall be liable to the College for whatever damages, including expenses and attorney fees incidental thereto, the College sustains as a result thereof, and also for whatever expenses and attorney fees may be incurred by the College in recovering same. The certified check or Bid Bond of any defaulting proposer or proposers shall be security for the payment of the aforesaid damages and expenses, including attorney fees, and the College shall have the right to apply any such certified check to payment thereof without action and to enforce any such bid bond by whatever means it deems appropriate.

### **3.3 Inquiries and RFP Requests for Clarifications:**

- a. This RFP and the Anticipated Contract Provisions attached as Appendices C and all subsequent written modifications and addenda issued by the designated contact for the College thereto are hereby designated as the sole reference and authority for the preparation of Proposals and take precedence over any other source, either verbal or written.
- b. No College employee or officer is authorized to make any oral interpretation of any Provisions within the RFP or Contract documents. The College will not be responsible for any oral remarks related to this RFP. Prospective Proposers who are in doubt about or who have any objection to any aspect of this RFP, the Anticipated Contract Provisions and all subsequent written modifications and addenda must submit a written

objection or request for clarification by the Inquiries Deadline listed in the RFP Timetable.

- c. To be considered, prospective Proposer's written RFP Request for Clarification must be submitted to the Issuing Office by the Inquiries Deadline in the RFP Timetable in an envelope marked as follows:

RFP Request for Clarification  
RFP Title  
Closing Date

- d. All RFP Requests for Clarification must be in writing. RFP Requests for Clarification may be submitted via facsimile or email.
- e. The College's clarification to a prospective Proposer, whether orally or in writing, does not change the RFP and is not binding on the College unless the College amends the RFP by Addendum.
- f. The College reserves the right to cancel the RFP in lieu of clarification under, and in conformance with, OAR 137-047-0660.

### **3.4 Public Information and Trade Secrets:**

- a. All Proposals and related materials shall be kept by the College for a period of six years and will be considered public information.
- b. Proposers who have concerns about revealing trade secrets or other proprietary information within their Proposal must preface each page of sensitive material with the following text: "This data constitutes a trade secret under ORS 192.501(2) and shall not be disclosed outside the college or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the described products/services or in accordance with Oregon Public Records Law, ORS Chapter 192. This restriction does not limit the College's right to use information contained herein if it is obtained from another source." All Proposers who respond to this RFP authorize the release of all information on any page that does not contain said above text.
- c. Oregon Public Records law exempts only bona fide trade secrets from disclosure, "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Non-disclosure of documents submitted with a Proposal and marked as a trade secret may depend on official or judicial determinations made pursuant to Oregon Public Records Law.
- d. Cost or price information does not constitute trade secrets and must be open to public inspection.

### **3.5 RFP Protests**

- a. A prospective Proposer may protest the procurement process or the solicitation document ("RFP Protest") for a contract solicited under ORS 279B.055, 279B.060, and 279B.085 in accordance with this Section 2.7. Before seeking judicial review, a Proposer must file a written protest with the College and exhaust all administrative remedies.

- b. RFP Protest Submission Requirements. To be considered, prospective Proposer's written RFP Protest must be submitted to the Issuing Office in an envelope marked as follows:

RFP Title  
RFP Closing Date

- c. All RFP Protests must be in writing. RFP Protests may be submitted via facsimile.
- d. Time Limitation on Protest. An RFP Protest shall be presented to the College at least ten (10) calendar days prior to proposal closing. The College will not consider a protest submitted after the time period established in this Section 2.
- e. Right to Protest RFP. The College will consider a RFP Protest filed in compliance with the requirement of this Section 2, if it: 1) states the grounds that demonstrate how the process is contrary to law, or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name; 2) provides evidence or supporting documentation that supports the grounds on which the protest is based; and 3) states the relief sought by prospective Proposer.
- f. College's Response to RFP Protest. The College will issue a written disposition of the RFP protest no less than 3 business days before proposals are due, unless a written determination by the College determines that circumstances exist that require a shorter time limit. If the College upholds the protest, in whole or in part, the College may in its sole discretion either issue an Addendum reflecting its disposition under OAR 137-047-0430 or may cancel the RFP in the public interest under and in conformance with, OAR 137-047-0660.
- g. Extension of Closing. The College may extend Closing if it determines an extension is necessary to consider and respond to a properly filed Protest under this Section 2.7.

### **3.6 Contact Information:**

The Contract administrator will be Avelina Gulmatico, Bond Procurement, 971-722-8416. Contract administration will be responsible for monitoring of all terms of the contract. This includes record management, obtaining certificates of insurance and bond documents, contract execution, and executing extensions, renewals, amendments and cancellations.

### **3.7 Sufficiency:**

All requested and required information must be provided. Proposal(s) which do not have all required information may be rejected.

### **3.8 Rejection of Proposals:**

The College reserves the right to cancel the procurement or to reject any and all Proposals if it is determined to be in the interest of the College to do so. The information obtained will be used to help determine the suitability of the proposed products and services. The College reserves the right to waive any informality or irregularities should such action serve the interest of the College.

Non-acceptance of any Proposal will not imply any criticism of the Proposal or convey any indication that the Proposal or proposed products or services were deficient. Non-acceptance of any Proposal may mean that another Proposal was deemed to be more advantageous to the College or that no Proposal was deemed acceptable.

Proposals will be evaluated and, unless all Proposals are rejected, an Award of the Contract will be made based upon the evaluation process outlined within this RFP. The evaluation may result in the Award of the Contract being made other than to the lowest priced Proposal.

### **3.9 Contract Renewal:**

If the College elects to renew the Contract, it shall provide written notice of such intent to the Contractor a minimum of thirty (30) days' prior to the expiration of the current Contract.

### **3.10 Independent Contractor/Partnerships:**

Nothing in this RFP shall be construed to create a partnership, joint venture or employment relationship between the parties. Contractor will not be, nor hold itself out to be, an officer, employee, agent of the College and will not make any such representations to third parties. Contractor acknowledges that Contractor's employees have no right to participate in College's employee benefit plans. Contractor further acknowledges that College is not responsible for the tax or other withholding of Contractor's employees.

### **3.11 Licenses:**

Contractor or Subcontractor shall demonstrate possession of any license necessary for performance of the work described under this RFP.

If not licensed to do business in the State of Oregon, the Successful Proposer will register as a foreign corporation with the State of Oregon Department of Commerce prior to the Award of the Contract.

### **3.12 Minority, Women-owned, and Emerging Small Business (MWESB):**

- a. It is the policy of the College to achieve race and gender equity and to foster small business opportunity in the award and implementation of contracts and subcontracts. The goal is to build a diverse and prosperous group of community contractors and trained employees who can effectively compete in business, while obtaining quality goods and services in a competitive, efficient, and non-discriminatory manner.
- b. Proposer will certify in its offer that Proposer has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- c. The College aspiration goal for Good Faith Effort MWESB utilization on this project is twenty percent (20%). See link to Good Faith Effort on the Purchasing Solicitation site, click on MWESB, for detail information.
- d. The Workforce Training and Hiring apprenticeship utilization goal on this project is twenty percent (20%). See link to Workforce Training and Hiring on Purchasing Solicitation site, click on MWESB, for detail information.

### **3.13 Immigration Reform and Control Act:**

All Proposers shall comply with the provisions of the Immigration Reform and Control Act of 1986 regarding the verification of employment eligibility.

### **3.14 Cost of Proposal:**

The College will not be responsible for any costs associated with the development or submission of Proposals.

### **3.15 Taxes:**

College is tax exempt. All taxes will be the responsibility of Proposer.

### **3.16 Payment:**

Unless otherwise provided in the terms and conditions of this RFP or of the Anticipated Contract provisions, payment will be made 30 days after receipt of invoice and acceptance of goods and/or services provided under this RFP.

The College agrees to accept and promptly pay billings submitted by the Contractor for the completion and acceptance of said services by the College's representative.

### **3.17 Contract:**

1. The contents of the Proposal of the Successful Proposer, along with this RFP and Contract Provisions (similar in form to those attached) and any clarifications and addenda issued by the College, will become contractual obligations if the College accepts a Proposer's offer. The order of precedence for the Contract documents shall be the Contract, this RFP, its attachments and any addenda, and the Proposal of the successful Proposer, unless otherwise indicated in the Contract.
2. If a Proposer has objections to the RFP documents, terms or conditions, or Anticipated Contract terms or conditions, but fails to follow the RFP Protest procedure described above, the only options available to the Proposer are to either accept all obligations, or to withdraw by the Deadline to withdraw as indicated in the RFP Timetable.
3. A Proposer that fails to object by the inquiries Deadline and to withdraw its Proposal by the Deadline to Withdraw will be deemed to agree that, if chosen as the Successful Proposer, it will accept said obligations in a contract, purchase agreement, purchase order, delivery order, or similar acquisition. Failure to do so may result in cancellation of the Award of the Contract, and may, at the sole discretion of the College, result in liability to the Proposer for whatever damages the College sustains as a result thereof.
4. The Proposal Bond (or certified/cashier check) of any defaulting Proposer shall be security for the payment of the aforesaid damages and the College shall have the right to enforce any such Proposal Bond by whatever means it deems appropriate and to apply any such certified/cashier check to payment thereof, without the need for further action on the part of the College.
5. The formation of the Contract shall not be complete and the College shall not be liable under it until it has been executed both by the Successful Proposer and by the College, and a properly executed Performance Bond, if required, has been delivered to and accepted by the College.
6. The CM/GC agreement between owner and contractor will be the contractual basis for this project.

### **3.18 Financial Interest, Fraud, and Collusion:**

A Proposer filing a Proposal thereby certifies that, with regard to this RFP, no officer, agent or employee of the College who has a pecuniary interest in this RFP or Proposal has participated in the Contract negotiations on the part of the College, and that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer to this RFP. Further, the Proposer certifies that with regard to this RFP, the Proposer is competing solely on the Proposer's own behalf without connection with, or obligation to, any undisclosed individual, partnership, company, or Limited Liability Entity.

### **3.19 Sub-Contractors:**

- a. The successful CM/GC will be required to competitively bid all sub-contracts over \$150,000 and obtain a minimum of three (3) quotes for sub-contracts over \$5,000 and up to \$149,999. The College has the right to waive this requirement in writing when it is determined in the best interest of the College to do so. If the CM/GC elects to compete to for a portion of the work, a College representative must be present at the bid opening meeting. The CM/GC may not exceed the proportion of self-completed work that is established at the determination of the GMP.
- b. The successful CM/GC shall work proactively with the College to identify opportunities for smaller general contractors to be engaged in portions of the construction work at the Rock Creek campus, and will develop appropriate solicitation and contract procedures to succeed in the established objectives.
- c. The successful CM/GC shall bind every sub-firm to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such sub-firm so that the sub-firm assumes toward the firm and toward the work all the obligations and responsibilities that the firm assumes toward the College as to the performance of the sub-firm's portion of the work.
- d. Nothing contained in the contract documents shall be construed to create any contract between the College and any sub-firms.
- e. Subcontracts must be let pursuant to applicable Oregon statutes and administrative rules.
- f. The College reserves the right to select specific Divisions of work to bid exclusively through the Small Business Program via the State certified MWESB program.

### **3.20 Duration of Offer:**

Proposal prices and provisions shall remain firm for ninety (90) calendar days after the Submission Deadline indicated above. The Successful Proposer shall not alter the terms or price of their Proposal if said Proposal is accepted within ninety (90) days of the Submission Deadline indicated above. Price increases or changes in terms by others after the acceptance will not be considered. An Award of the Contract to any Proposer shall not constitute a rejection of any other Proposal and the College will remain free to accept other Proposals.

### **3.21 Risk of Loss and Damage:**

The Proposer will be liable for all damages arising out of the Proposer's negligence or fault in connection with this RFP. The College will not be responsible for the loss or damage of any items during the RFP process, unless negligence on the part of the College has been established in a court of law.

### **3.22 Publicity:**

News releases by any proposer pertaining to this RFP or any award of the contract or other issue resulting from or related to it will be made only with prior written approval from the Issuing Office and Public Affairs Department of the College.

### **3.23 Reservations:**

The College expressly reserves the following rights:

- a. To reject all Proposals.
- b. To reject any Proposal not in compliance with all prescribed public bidding procedures and requirements.
- c. To reject any Proposal not meeting any Provisions set forth herein.
- d. To waive any or all irregularities in Proposals submitted.
- e. To award any or all items or services contained in the Proposal.
- f. To award to more than one Proposer
- g. To consider the competency and responsibility of Proposers in making any Award of the Contract.
- h. To re-award the Contract to another Proposer in the event any Proposer who is chosen by the College as the Successful Proposer defaults in executing said formal Contract within the time and in the manner specified in the RFP documents.
- i. To obtain clarification of any point in a Proposer's Proposal. The failure of a Proposer to make additional information available could result in the rejection of the Proposal. In addition, Proposers must be prepared to make presentations about their products and/or services at the College.
- j. To obtain Proposals from other Proposers for specific jobs.

### **3.24 Ownership of Proposal Documents:**

All Proposals developed specifically for the College shall be the property of the College and all title and interest therein shall vest to the College. All Proposers, at their own expense, may and should retain a copy of their Proposal.

### **3.25 Sufficient Information**

1. All Proposers represent and warrant that by responding to this RFP they have been sufficiently informed in all matters relating to the performance of duties required by this RFP and its attachments- Prior to submitting a Proposal, all Proposers shall make a careful examination of the RFP Provisions, including but not limited to terms and conditions, including any specifications. Failure to take these precautions will not release the Successful Proposer from performing the work in strict accordance with the terms of the Contract.
2. Proposers are welcome and encouraged to make visits during the normal operating hours of the various facilities of the College. Prior arrangements may be made with person listed as the

Contact on the front page of the RFP.

3. The College will not be responsible for any loss or for any unanticipated costs that may be suffered by the Successful Proposer as a result of the Proposer's failure to fully inform themselves in advance in regard to all conditions pertaining to the duties required. No statement made by any officer, agent, or employee of the College will be binding on the College.
4. Additionally, Proposers warrant that they have checked their Proposal for errors and omissions and that the prices stated in the Proposal are correct and as intended and are a complete and correct statement of prices for performing the duties specified herein.

### **3.26 Separate Contracts:**

The College reserves the right to enter into other contracts in connection with this RFP. The Contractor shall afford those other contractors' reasonable opportunity for the introduction and execution of their work, and shall properly coordinate all work efforts.

### **3.27 Headings:**

The Headings in this RFP and all attached documents are for convenience only and do not establish any other meaning or interpretation.

### **3.28 Prevailing Opinion:**

If any doubt or difference of opinion arises between the College and the Contractor as to the interpretation of this RFP, the decision of the College will be final and binding upon all parties.

## **SECTION 4 PROPOSAL EVALUATION AND AWARD PROCESS**

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the requirements of the RFP. If the Proposal is unclear, proposer may be asked to provide written clarification.

### **4.1 Evaluation Criteria:**

The following criteria will be used in ranking of each proposal. Proposal that is ranked the highest will represent the best overall value for PCC. The criteria are not listed in any priority order. The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Weights have been assigned to each criterion in the form of points.

#### **4.1.1 Firm Background: (Maximum points 15)**

- Describe your firm's history and capabilities. Include information identifying annual volume, financial/bonding capabilities, and stability in the marketplace.
- Provide information identifying the firm's strengths and special capabilities.
- Include a company-wide organizational chart.

#### 4.1.2 Experience of Key Personnel (Maximum points 15)

- Provide a construction organizational chart that identifies key personnel and positions that would be assigned to this project.
- Provide resumes for these key people. Indicate the firm's willingness to include a "key personnel" clause in the Contract for those personnel.

#### 4.1.3 Firm Experience and Success (Maximum points 15)

Describe your firm's experience with projects of similar size, type, complexity, and schedule limitations. Identify project(s) you feel to be close to this in terms of schedule, budget, and conditions.

#### 4.1.4 Experience with CM/GC and GMP Work (Maximum points 15)

- Describe your firm's experience with Construction Management/General Contractor (CM/GC) work.
- Describe your firm's experience for the award and performance of GMP construction contracts based on the CM/GC process.

#### 4.1.5 Firm Experience in Partnering (Maximum points 10)

- Give examples of your firm's ability to lead and create an atmosphere of Partnering in an interactive process.
- Describe your firm's expectations for the role of the Owner and Architect.
- Describe how your firm will interact with the Owner and Architect.
- Describe your firm's experience with mentoring smaller general contractors.

#### 4.1.6 Firm Workload (Maximum points 10)

Provide the status of current work within the firm, in time and magnitude.

#### 4.1.7 Job Understanding (Maximum points 10)

Describe your understanding of the project and the role your firm is requested to perform. Specifically address the College's intention to provide opportunities for smaller general contractors.

#### 4.1.8 Administration of Work, Project Scheduling and Coordination (Max points 15)

- How would you approach the administration of this series of projects
- Describe your expertise in project scheduling and coordination. Describe what software or other tools you utilize in controlling schedules and the sequencing of the work for projects with tight time constraints and little flexibility. Give examples of your success with similar projects?
- Describe how costs will be controlled and savings optimized.

- Discuss your firm’s change order history for non-CM/GC work as a percentage of the total project cost.

4.1.9 Value Engineering (Maximum points 10)

Describe your firm’s methodology and experience with Value Engineering (VE). Identify any particular successful experiences and/or unique services in this area.

4.1.10 Management Fee Percentage (Maximum points 20)

- Provide your firm’s anticipated Construction Management Fee as a percentage of the Work for this project.
- Describe what is included in your management fee?
- Describe, in specific detail, those project cost elements your firm considers outside of this Fee.
- This project will include scopes of work for major subcontracts that are mainly independent from GC coordination. Please discuss how your firm might approach fees and/or GMP’s under these circumstances.

4.1.11 Social Responsibility (Maximum points 15)

- PCC is dedicated to encouraging and awarding contracts to Minority-owned, Women-owned, and Emerging Small Business Enterprises (MWESB) and also for Minority and Women workforce development. Provide your strategy on how you plan to address and incorporate MWESB participation and Minority and Women workforce development on this project.
- Provide the following information regarding your firm, at least, five (5) most recent projects. Portland Community College reserves the right to investigate references including customers other than those listed in proposer’s submission.

Project name

Project owner

Project dollar amount.

Percentage of M/W/ESB firms utilized.

Percentage of total M/W/ESB dollar amount.

- Describe the actions and strategies your firm will take regarding Sustainability.
- Describe the actions and strategies your firm will take regarding community service.

## 4.2 References

Include a list of 3 owners who can provide information in support of your team for this project. List the organization, current address, and current contact and phone number for an individual who can take calls and who had direct contact with the referenced project. These references shall be current or recent (not more than five years old) projects with similar size and scope to what is requested in this RFP.

No score will be determined for your references but they may be contacted during the selection process and information provided will be considered. References to be attached with proposal and titled "Firm References".

PCC reserves the right to investigate references including customers other than those listed in proposer's submission. Investigation may include past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers. Supportive references are required.

### **4.3 Evaluation and award process**

#### **4.3.1 Selection/Award Process**

1. Evaluation Committee. A committee consisting of College staff will evaluate the Proposals. Each member will evaluate all aspects of a proposed approach via a scoring system designed to be of internal assistance to the members of the evaluation team. Each Proposal will be scored based on the criteria and points listed herein. A possible 150 points may be accumulated.
2. Initial Scoring. Each of the evaluators shall independently assign a score to each of the written Proposals. Criteria scores will then be summed. The highest scoring Proposals will be identified and those Proposers may be invited to an oral evaluation with the evaluation committee. Proposers eliminated from consideration at this level of evaluation will be notified and may protest elimination in accordance with Item 4.5.
3. Oral Evaluation. If it is determined to be in the best interest of the College, an oral evaluation will be scheduled. If a Proposer is unable to participate in an oral evaluation, the College reserves the right to remove that Proposer from consideration. The selected proposers will be given set of interview questions to prepare for their oral interview presentation. A possible 100 points may be accumulated during the interview process.
4. Final Scoring. The oral interview will also be scored and evaluated. After the oral interview, the committee will tally the oral scores. The award recommendation will be given to proposer(s) with highest oral scores.

4.3.2 The Contract will be awarded to the highest ranking Proposer under the foregoing criteria.

### **4.4 Notice of Intent to Award:**

4.4.1 The College will provide written notice of its Intent to Award to all Proposers at least seven (7) days before the Award of a Contract. The College's Award will not be final until the later of either: 1) the expiration of the Award Protest period provided for in Section 4.5 of this RFP; or 2) the College provides written decisions to all timely-filed protests denying the protests and affirming the Award.

4.4.2 The apparent Successful Proposer will be notified in writing of its apparent winning proposal, and a contract will be drawn that will include reference to this RFP, its attachments and addenda, the Proposer's proposal, and any additional contract language that may be required by College or by law. All other Proposers will be notified that the apparent winning proposal has been selected.

## 4.5 Award Protest

- 4.5.1 An adversely affected Proposer may protest the Notice of Intent to Award the Contract for any and all contracts solicited under ORS 279B.055, 279B.060, and 279B.085 if the Proposer can demonstrate that it would be eligible to be awarded the public contract in the event the protest were successful. Before seeking judicial review of an Award of the Contract, an adversely affected Proposer must file a written protest with the College and exhaust all administrative remedies.
- 4.5.2. Right to Protest Award: In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must itself claim to be eligible for Award of the Contract in the event the Protest were successful and must be next in line for the Award. In addition, the adversely affected Proposer must demonstrate that the reason for the Protest is that : (a) all higher-ranked Proposers are ineligible for Award of the Contract because their Proposals were non-responsive; or (b) the College has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in this RFP; (c) the College has abused its discretion in rejecting the Protesting Proposer's proposal as nonresponsive; or (d) the College's evaluation of the proposals or its subsequent determination of award it otherwise in violation of ORS Chapter 279A or 279B. In addition, the written protest shall specify the grounds upon which the protest is based and suggested changes that may remedy the defects.
- 4.5.3 Award Protest Submission Requirements. To be considered, Proposer's written Award Protest must be submitted to the Issuing office in an envelope marked as follows:
- RFP Award Protest  
RFP Title  
Notice of Intent to Award Date
- All Award Protests must be in writing. Award Protests may be submitted via facsimile.
- 4.5.4 Time Limitation on Protest: To be considered by the College, a written protest must be received by the College within seven (7) days after issuance of the Notice of Intent to Award Contract.
- 4.5.5. Authority to Resolve Protests: The President of the College, or such person's designee, shall have the authority to settle or resolve a written protest submitted in accordance with the requirements of this Section 4.5.
- 4.5.6 Decision: If the protest is not settled or resolved by mutual agreement, the President of the College, or such person's designee, shall issue a written decision on the protest in a timely manner.
- 4.5.7 After the College has issued its response, Proposer may seek judicial review in the manner provided in ORS 279B.415.
- 4.5.8 The College reserves the right to cancel the RFP in conformance with OAR 137-047-0060.

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**APPENDIX A**  
Certifications and Contract Offer  
For  
Construction Manager/General Contractor  
for Rock Creek Campus

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**PROPOSAL PRICING:**

The Undersigned hereby proposes to furnish to Portland Community College (the "College") all materials, services, and labor necessary to perform all work for PCC in strict accordance with the terms, conditions, and requirements as specified in the RFP for CM/GC for Rock Creek Campus.

Undersigned agrees to honor this proposal for ninety (90) days from date of signature below.

**ADDENDA:**

Addenda \_\_\_ through \_\_\_ received. (proposer will be required to provide total # of addenda received).

**BID/PROPOSAL BOND:**

Required  Not Required

**PERFORMANCE BOND/PAYMENT BOND**

Required  Not Required

The undersigned agrees, if awarded a Contract, to execute and deliver to the College, within ten (10) days after the receipt of Notice of Intent to Award the Contract, a satisfactory performance and payment bond in an amount equal to one hundred percent (100%) of the Contract Amount. In addition, Certificates of Insurance for the coverage specified in the Proposal Document must be submitted at the same time.

**CONTRACT EXECUTION**

Required  Not Required

The undersigned agrees that the proposal security accompanying this Proposal is left in escrow with the Owner, that the amount thereof is the measure of liquidated damages which the Owner will sustain as a result of the failure of the undersigned to execute and deliver the above-named Contract and performance and payment bond; and that if the undersigned defaults in either executing the Contract or providing a performance and payment bond within ten (10) days after forms are provided to him/her, then the proposal security may become the property of the Owner at the Owner's option; but if this proposal is not accepted within forty-five (45) days of the submission date, or if the undersigned executes and timely delivers said

PREVAILING WAGES

Required  Not Required

The undersigned agrees, pursuant to ORS 279.350, that workers in each trade or occupation employed in the performance of any Contract awarded hereunder either by the Prime Contractor or any subcontractor, or any other person doing or contracting to do the whole or any part of the work, shall be paid not less than the minimum hourly wage rate set forth in the document entitled "Prevailing Wage Rates for Public Works Contracts in Oregon," effective July 1,2011, as issued by the State of Oregon, Bureau of Labor and Industries.

MINORITY AND WOMEN-OWNED SUBCONTRACTOR PARTICIPATION

Required  Not Required

The undersigned agrees that if he/she is selected to perform the Work, he/she shall, by the close of the next working day following such notification, submit to the College a listing of names of minority-owned and women-owned subcontractors who will be used and the nature and dollar amounts of their participation.

Proposer certifies that it will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small business enterprise.

CONSTRUCTION CONTRACTORS BOARD REGISTRATION

Required  Not Required

Proposers must be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board prior to submitting proposals for emergency work, minor alterations, ordinary repair, or maintenance projects.

Construction Contractors Board Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

STATE OF OREGON OFFICE OF MINORITY, WOMEN & EMERGING SMALL BUSINESS (OMWESB) CERTIFICATION

If your firm is currently certified by OMWESB in any of these categories, please indicate that certification:

- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)
- Emerging Small Business (ESB)

FIRST-TIER SUBCONTRACTOR DISCLOSURE

Required  Not Required

Within the two (2) working hours after the date and time of the deadline when the proposals are due, for public improvement contract, proposers must submit first-tier subcontractors. The disclosure of first-tier subcontractors must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. See Appendix E for the form

**PROPOSER'S SIGNATURE AND IDENTIFICATION:**

I hereby certify that this Proposal is genuine and that I have not entered into collusion with any other vendor(s) or any other person(s).

Please print or type all information requested below (except where signature is required) and attach Proposal Security (if required) to this form:

Name of Proprietor, Partnership, or Corporation	Signature of Proprietor, Partner, or Corporate Officer:
Name:	Signature
Street Address:	Name of Signatory
Mailing Address:	Date Signed
City, State, and Zip Code	Employer ID Number
Phone Number:	

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## APPENDIX B

Standard Form of Agreement between Owner and  
Construction Manager & General Conditions of the  
Contract of Construction

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