



**REQUEST FOR PROPOSALS (RFP) S-P00590-00007495**

**DESIGN-BUILD: REMODEL AND CONSTRUCTION WORK – HOUSING PROPERTIES**

ISSUE DATE: Thursday, July 18, 2023

**NO LATE RESPONSES WILL BE ACCEPTED**

**MANDATORY PRE-PROPOSAL CONFERENCE:**

July 26, 2023, beginning at 9:00 AM Pacific Time (PT)  
704 Cass Street, Roseburg, Oregon

**RFP DUE DATE/TIME:**

August 16, 2023 at 2:00 PM Pacific Time (PT)  
Electronic Submission to [Purchasing@umpqua.edu](mailto:Purchasing@umpqua.edu)

QUESTION DEADLINE: August 7, 2023 at 12 Noon Pacific Time (PT)

**PURCHASING MANAGER-RFP CONTACT**

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**CONTRACT ADMINISTRATOR:**

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RFP Submission and Questions: [Purchasing@umpqua.edu](mailto:Purchasing@umpqua.edu)

It is the proposer's responsibility to continue to monitor the [UCC Solicitation Documents](#) website for Addenda.

UCC policies and procedures govern this solicitation ([UCC Board Policies](#)) unless otherwise reference or stated.

**Electronic Bids Only**  
**Electronic bids must be received prior to the Closing Date/Time**

## **SECTION 1 INTRODUCTION**

**1.1 Introduction.** Umpqua Community College (“UCC” and/or “Owner”) is conducting a competitive Request for Proposal (RFP) under the provisions of ORS279B.060 and Oregon Community College Procurement Rules. The College’s intent is to award a Design-Build contract for the remodel and construction work on three properties that will be used primarily for student housing.

**UCC WILL ONLY BE ACCEPTING SEALED PROPOSALS ELECTRONICALLY** – Proposals are to be submitted to [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu) by the Due Date/Time.

**MANDATORY PRE-PROPOSAL CONFERENCE** – A Mandatory Pre-Proposal Conference will be held at 9:00 AM PT on July 26, 2023, at 704 Jackson Street, Roseburg.

**1.2 Background.** Umpqua Community College is a comprehensive two-year public college, supported by tuition, local property taxes, and state revenue, founded in 1964 to provide training and college level educational opportunities. The college is directed by a seven-member Board of Education elected by the citizens of the district. The district is in Douglas County in southwestern Oregon.

The college serves more than 8,625 students each year of which approximately 2,105 are credit students. The main campus is located six miles north of Roseburg on 100 acres of donated land overlooking the North Umpqua River. The main campus is comprised of 15 buildings located on park-like grounds with 3 additional campus locations and housing properties.

**1.3 Location.** Located in Roseburg, Oregon the UCC properties will provide housing as well as limited classroom and office space. The three properties are located within the Roseburg City Limits:

1034 SE Oak Avenue  
729 SE Jackson Street  
704 SE Cass Avenue

**1.4 Summary of Work.** Design, renovate and/or remodel three properties with a student-center focus for living and learning. The College envisions collaborating with the awarded Design-Build team to conceptualize, develop, plan and build student housing, instructional and workspaces within the properties described in the RFP.

**1.4.1** The properties are diverse in size, age, length of vacancy, as well as structural, electrical, HVAC and other renovation needs. Work may be done in tandem for cost and worktime efficiency, as to be determined by the College and Design-Build Team.

**1.4.2** The Design-Builder shall diligently provide the required services, including, but not limit to: evaluation of Owner’s criteria, preliminary design, and design-builder’s proposal to reach a guaranteed maximum Contract Sum.

**1.4.3** The Design-Builder shall provide and/or coordinate all necessary project management work and services including, but not limited to: architectural, engineering and related services; construction services, including built-in and owner furnished contractor installed equipment and materials (whether demolition, remodel, new construction, or any combination); quality control services, and project close-out.

**1.4.4** The College is providing information to the best to their abilities and will be relying upon the expertise of the awarded Design-Build team for collaboration and guidance of the development of properties with student focus in mind. Areas of discussion are below and not all inclusive.

- 1.4.4.1** Design remodel plans and specifications
- 1.4.4.2** Emphasis will be placed on financial responsibility for all aspects and phases of the project.
- 1.4.4.3** Coordinate with the College Project Manager and to prepare project proposals designed to meet all permit requirements and the College’s desire for public involvement.
- 1.4.4.4** Coordinate with the College Project Manager the solicitation of any subcontractors and subconsultants for the project as needed. The proposer is responsible for contracting and oversight of all design and build components of the project-
- 1.4.4.5** UCC is committed to building energy efficient and sustainable buildings and meeting those goals for these projects is desired, if it can be accomplished within the budget.
- 1.4.4.6** Attend public hearings and make presentations as needed, including presentations to the UCC Project Team, City Planning Commission, County Planning Department and College Board of Education.
- 1.4.4.7** Prepare materials for an appeal if one is required.
- 1.4.4.8** Assist in development of all planning and implementation steps to comply with environmental regulations. Complete the City and County application and submittal as necessary to meet all land use requirements.
- 1.4.4.9** Provide and incorporate all permit conditions, all authority having jurisdiction decisions and requirements into contract documents.

**1.4.4.10** Tentative Schedule:

Phase 1 – Upgrade Facilities 1034 SE Oak Avenue, Roseburg	Start 2023
Phase 2 – Begin remodel work and Initiate Design further design work. 729 SE Jackson Street, Roseburg	Start 2023
Phase 3 – Initiate Project Development 704 Cass Avenue, Roseburg	TBD

**1.4.5 1034 SE Oak Street – Built 1912 – 18,864 square feet** – The College desires to improve the overall conditions of the building which houses students and provides an area for student activities. In addition to 1.4.4, upgrade(s) to the building include, but not restricted to, items within 1.4.5. Students are currently residing at property.

- 1.4.5.1** Additional Power – Necessitate supplementary power allocation for the HVAC system
- 1.4.5.2** Redesign and refigured HVAC system
- 1.4.5.3** Upgrading plumbing and installation of new plumbing as needed
- 1.4.5.4** Drywall, painting, flooring upgrades
- 1.4.5.5** Privacy walls for students (currently space for 52 students)
- 1.4.5.6** Elevator repairs

**1.4.6 729 SE Jackson Street - Built in 1955 - 24,300 square feet** – Design and remodel building to reflect a student-focused use. In addition to 1.4.4, the awarded Design-Build team will provide design and remodel to include, but not restricted to, items within 1.4.6. Currently building is vacant.

- 1.4.6.1** 28 student beds

- 1.4.6.2 Student classroom and living space
- 1.4.6.3 New Roof
- 1.4.6.4 Relocation of elevator or installation of new
- 1.4.6.5 Modify and upgrade existing HVAC system
- 1.4.6.6 Security and access development
- 1.4.6.7 Bring Fire Alarm and sprinkler up to code
- 1.4.6.8 Update property façades
- 1.4.6.9 Conduct charette with stakeholders

**1.4.7 704 SE Cass Street - Built in 1916 – 18,900 square feet** - The College desires a collaboration with the awarded Design-Build team to envision the use of this building. The building is multi-floored, vacant, and has numerous possibilities for student-centered use. In addition to 1.4.4, the awarded Design-Build team will provide design and remodel to include, but not restricted to, items within 1.4.7.

- 1.4.7.1 65 student beds in various room, studio and apartment configurations.
- 1.4.7.2 Conduct charette with stakeholders
- 1.4.7.3 Upgrade electrical
- 1.4.7.4 Upgrade heating and cooling system
- 1.4.7.5 Security and access development
- 1.4.7.6 Bring Fire Alarm and sprinkler up to code

## **1.5 RESERVED**

**1.6 Budget.** Estimated Contract Value is \$4,000,000.00

**1.7 Compensation.** Final Contract to be negotiated with the highest ranked proposer. The contract sum is the cost of the work plus Design Builder's fee with a Guaranteed Maximum Price (GMP). The projects will be phased and include amendments with an overall GMP.

**1.8 Design-Build Methodology.** The College will utilize a Design-Build process under a modified AIA A141 - 2014 and its Exhibits Standard Form of Agreement between the Owner (UCC) and the selected Design-Builder sample attached. The selected Design-Builder will work with UCC to finalize the terms and conditions of the modified A141-2014 with regard to the Owner's Criteria, Project Team, Compensation (work performed prior to and after the Design-Build Amendment), and Schedules (work, submittals).

**2.0 SCHEDULE**

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Issue Date	July 18, 2023	
Deadline for Protest	July 24, 2023	12:00 Noon Local Time
<b>Mandatory Pre-Proposal Meeting</b>	July 26, 2023	9:00 AM Local Time
Deadline for Questions/Request for Clarification	August 7, 2023	12:00 PM Local Time
Issue final addendum (if required)	August 10, 2023	
RFP Closing date and time	August 16, 2023	2:00 P.M. Local Time

<b>The following dates are tentative and subject to change without notice</b>	
Evaluation of Proposals	August 17, 2023
Interviews/Presentations if applicable	TBD
Notice of Intent to Award Issued, Contract Negotiations	August 28, 2023
Notice of Intent to Award Protest Period ends	September 5, 2023
Recommendation to Board for Contract Award	September 13, 2023
Contract Negotiations/Award	September 14, 2023

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

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 Contract must be received within seven (7) days of the date of the Notice of Intent to Award above.

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

**3.1 Clarifications and Questions.** All questions shall be submitted via e-mail to [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu) by the Question Deadline in order to be addressed. The email subject line should contain the Solicitation Number/Name and Firm Name.

**3.2 Modifications.** Modifications, if any, to this RFP will be made by written Amendment(s) published on the UCC Purchasing website and OregonBuys. Prospective proposer is solely responsible for checking UCC Purchasing website and OregonBuys to determine whether or not any Amendment(s) are incorporated into the RFP by this reference.

**3.3** The College reserves the right to cancel all or any portion of the procurement. In addition, the College reserves the right to reject any or all proposals and to cancel all or any portion of the procurement.

### **4.0 PUBLIC RECORD**

**4.1 Retention and confidentiality.** UCC will retain an electronic copy of this RFP and one electronic copy of each proposal received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after UCC has announced its intent to award a contract. If a proposal contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

**4.2** Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.”

**4.2.1** Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

**4.3** In order to facilitate public inspection of the non-confidential portion of the proposal, material designated as confidential shall accompany the proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any proposal marked as a trade secret in its entirety may be considered non-responsive and be rejected.

### **5.0 FORM OF AGREEMENT**

A Sample Design Build Agreement is included as an exhibit of intent to use the A141-2014. UCC is currently reviewing the sample agreement, with the expectation of making modifications. The modified agreement will be reviewed during negotiations.

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

The Design-Builder shall ensure all contractors and subcontractors abide by the 2022 determination of the minimum wage rates as scheduled and published for this region by the U.S. Department of Labor and the Oregon Department of Labor and will abide by all amendments, decisions, and related regulations of these agencies. Specifically:

- a. The Design-Builder is required to pay workers prevailing wage rates for the Region #2 through the contract period.
- b. The 2022 BOLI PWR publication is hereby incorporated by reference and can be viewed at [http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/BOLI/WHD/PWR/Pages/pwr_state.aspx)

## **7.0 INSTRUCTIONS TO OFFERORS**

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

**7.2 Mandatory Pre-proposal Conference.** Thursday, July 26, 2023, 9:00 am, Local Time, at 704 Cass Street, Roseburg, Oregon 97470. Proposer's failure to attend the Pre-proposal Conference will result in rejection of any proposal submitted. The purpose of the mandatory pre-proposal conference is to:

- 7.2.1** No statement made by any officer, agent, or employee of UCC in relation to the physical conditions pertaining to the work site will be binding on UCC, unless included in writing in the documents included as exhibits to this RFP or an Addendum.
- 7.2.2** The purpose of the mandatory pre-proposal conference is to:
  - 7.2.2.1** Provide additional description of the project.
  - 7.2.2.2** Tour locations.
  - 7.2.2.3** Answer any questions proposers may have related to the project.
  - 7.2.2.4** Date and Time of a mandatory Pre-proposal Conference is located on the cover sheet of this RFP.
- 7.2.3** Statements made at the Pre-proposal conference are not binding upon the College. Proposers may be asked to submit questions in Writing.

**7.3 Proposal Submission.** Submit **one (1) electronic version via** email to be received by the Due Date/Time listed in this document to [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu) as stated in this RFP. **Electronic versions must be sized appropriately for transfer (under 10mb).**

- 7.3.1** If proposer believes any of its proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), proposer shall submit a fully redacted version of its proposal, clearly identified as the redacted version.
- 7.3.2** All proposers must be registered and licensed with the Oregon Construction Contractors Board and have on file with the Construction Contractors Board the required public works bond prior to submitting proposals. Failure to be licensed and have the bond in place will be sufficient cause to reject proposals as non-responsive.

## 7.4 Proposal Submission Requirements

- 7.4.1** Your proposal must be contained in a document not to exceed Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of UCC's review of your proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.
- 7.4.2 Proposer Response Form.** Proposer shall complete and submit the Proposer Response Form (Exhibit C). **Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Response Form may result in a finding of non-Responsibility.**
- 7.4.3** Your proposal must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and must also acknowledge receipt of all addenda. *Include an email address* for communication purposes.
- 7.4.4** Any/all exceptions to the Terms and Conditions included in the Sample Contract shall be clearly identified and appended to the proposal in order to be considered by UCC during the negotiation period.
- 7.4.5** The electronic proposal **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches** with no foldouts (except for any large format documents required by evaluation criteria). The basic text information of the proposal should be presented in standard business font size, and reasonable margins.
- 7.4.6** Proposal should not include extensive artwork, unusual photographs, or other materials not essential to the utility and clarity of the proposal. Do not include marketing or advertising material in the proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if required information is difficult to locate.
- 7.4.7** Proposals may be rejected for failure to comply with the law applicable to submission, failure to comply with the rules adopted by the Local Public Contract Review Board concerning the submission of proposals or failure to comply with the requirements of the RFP.
- 7.4.8** UCC will not accept proposals that require UCC to pay the cost of production or delivery.
- 7.4.9** Telephone and facsimile transmitted **proposals will not be accepted**. Proposals received *after* the **Due Date/Time will not be considered**.
- 7.4.10** Each proposal shall be emailed to [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu). Proposals submitted electronically to any email address other than [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu) may be rejected. It is highly recommended the proposer confirms receipt of the email. The email may be opened to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the proposal, or address the overall responsiveness of the proposal.

**7.5 Acceptance or Rejection of Solicitation Responses by UCC.** The College reserves the right in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no



effect on price, quality, quantity, fitness, delivery, or any matter to be evaluated in making a selection and confer no material advantage on the proposer whose nonconformity is waived.

#### **7.6 Withdrawal of Solicitation Response.**

**7.6.1** If a proposer wishes to withdraw a submitted proposal, a Written notice is to be submitted via email, signed by an authorized representative of its intent to withdraw to [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu). This will not preclude the submission of another proposal by such proposer prior to the Due Date/Time.

**7.6.2** No proposer may withdraw its proposal within sixty (60) days after the hour set for the RFP Closing.

**7.7 Evaluation Process.** The written response to this RFP is the first in a two-step process in the selection of a firm for this Project. The proposals received in response to this RFP (Step 1) will be evaluated by a selection committee with the top scoring firms being invited to further advance evaluation steps (Step 2) to a presentation/interview with the selection committee.

**7.7.1 Step 1 -** Proposals that appear to materially satisfy all Mandatory Requirements will be submitted to the Selection Committee for scoring based upon the Scored Criteria identified in this RFP. The evaluation process will be based on the information submitted, obtained, received, presented, found, and heard in response to this RFP. The College will be the sole judge of the merits of each proposer's submission.

**7.7.2 Step 2 –Presentations/Interviews.** A formal Presentation/Interview with the selection committee will occur at a time to be determined by the owner. The Presentation/Interview will be held in-person, at UCC. The Presentation/Interview will be limited to 55-minutes per finalist, with at least 25 minutes reserved for a question-and-answer period. The agenda will be dictated by the finalists but must include a prescribed set of topics to be provided to each finalist at the time of finalist selection.

After all the Presentations/Interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented, and heard during the Presentations/Interviews. Upon completion of final scoring, negotiations may commence with the top-ranking proposer. Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

**7.8 Evaluation Criteria.** The following items constitute the evaluation criteria for the selection committee to score proposals.

#### **7.8.1 Firm Background and Experience (20 points)**

Describe your firm's history. Include information identifying the firm's annual volume, financial/bonding capacity for this Project, and speak to the firm's stability in the marketplace. Demonstrate experience working on phased projects which contain a student-center focus, require stakeholder engagement, and highlight experience working with County and City planning agencies. Explain relevant experience particularly with working on projects of similar scope and delivery approach, i.e. design build for public entities. Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project will assist in

the evaluation. Provide discussion of firm’s record change orders (low or high) and accuracy of proposal bids to actual cost/delivery at job completion.

**7.8.2 Key Personnel (15 Points)**

Identify key personnel, including Design Build Manager (or Design Manager), Project Manager, Superintendent, and Architect, along with those subconsultants, if known, proposed to be assigned to this Project. Demonstrate their specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with the Design Build process and working under UCC or similar large public contracting agencies’ contracting rules. Identify their length of employment with your firm and, if less than three years, recent prior firm(s), their responsibility on this Project, and their primary office locations.

**7.8.3 Innovative cost-reduction design and construction methods (15 Points)**

Identify creative solutions to the development of the project that reduces construction costs or project time. Provide narrative of examples of previous work that demonstrates experience with, and value of, application of such innovative methods.

**7.8.4 Proposed Project Schedule (10 Points)**

Prepare a proposed Project schedule that identifies the milestones and duration for each proposed activity. Include discovery meetings, stakeholder engagements, permitting, etc.

**7.8.5 Proposed Site Logistics and Site Safety Plan (10 Points)**

Describe your firm’s approach to the management and administration of on-site construction activities for this Project. Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise, material storage, onsite offices, security, etc. Describe how you will keep construction workers, students, and community members safe while minimizing impact to the day-to-day operations of surrounding businesses.

**7.8.6 Design Builder Fee Proposal (20 Points)**

Provide your team’s **Design Builder Fee as a percentage of the Estimated Cost of Work**. This fee shall cover, at a minimum, the Construction Management elements, and Costs Excluded from Cost of the Work. Include a matrix or schedule as to how developed the DB Fee and providing description of items to be considered a direct cost of the work or GC Work costs and which items are not reimbursable, but which will be recovered through the D-B Fee. Provide a current rate sheet for your firm. Include rates for consultants proposed to perform the design and construction services under the Agreement.

**7.9 Point Summary Table.**

Firm Background and Experience	20 Points
Key Personnel	15 Points
Innovative cost-reduction design and construction methods	15 Points
Project Scheduling and Coordination	10 Points
Proposed Site Logistics and Site Safety Plan	10 Points
DB Fee Proposal	20 Points

**7.10 Presentations/Interview and Reference Checks.** Presentations/Interviews *will* be conducted to aid in determining the apparent successful proposer. Proprietary Discussions may also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be **separate and not cumulative** from the short-listing.

**7.11 Reserved.**

**7.12 Negotiations.** Upon Board of Education approval of the Selection Committee's recommendation, the College will proceed to negotiate a contract with the approved firm. If negotiations are not successful within 14 business days, UCC may break off negotiations and begin negotiations with the number two ranked firm, and so forth until a contract is negotiated. The Board of Education must approve and make final award of Contract.

Pursuant to OAR 137-049-0420, UCC may conduct discussions or negotiations with proposers only in accordance with the requirements of OAR 137-049-0650

- 7.12.1** UCC may commence General and/or Best and Final Offer (BAFO) Negotiations in accordance with UCC Policies and Procedures (*Procurement Thresholds and Methods, Procurement Solicitations and Contracts*) following final scoring under either a one or two-step process.
- 7.12.2** Any/all exceptions to the Term and Conditions included in the Sample Agreement shall be clearly identified and appended to the proposal in order to be considered by UCC during the negotiation period. Sample Agreement is for reference only and is currently in modification.
- 7.12.3** UCC reserves the right to deny contract term negotiations with the apparent successful proposer if such contract terms were not received by UCC in the Solicitation response pursuant to Section **7.12.2** above.
- 7.12.4** UCC reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

## **8.0 MISCELLANEOUS**

### **8.1 Financial Responsibility.**

- 8.1.1** UCC reserves the right to investigate, at any time prior to execution of the contract, the proposers financial responsibility to perform the anticipated services. Submission of a proposal will constitute approval for UCC to obtain any credit report information UCC deems necessary to conduct the evaluation. UCC will notify proposers, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the proposal.
- 8.1.2** UCC may postpone the selection of finalists or execution of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsible and constitute grounds for proposal rejection.

### **8.2 Project Termination.**

- 8.2.1** UCC reserves the right to terminate the Project or contract during any phase in the Project.

**8.2.2** Should the Agreement be terminated prior to the first GMP Amendment, UCC reserves the right to obtain services from any other source available to it under the relevant contracting laws and UCC policies and procedures, including negotiating with the next highest scoring proposer(s).

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

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

**8.5 Reserved.**

**8.6 Compliance with Applicable Law.** Proposer agrees to comply with all federal, state, county, and local laws, ordinances, and regulations as well as all applicable UCC policies and procedures while on college-owned properties.

**8.7 Reserved.**

**8.8 Execution of Agreement.**

**8.8.1** The proposer shall be required to execute the Contract as provided, within any time period provided in an award notification. The Contract Documents shall be delivered to UCC in the manner stated in an award notification.

**8.8.2 Work/Services Commencement.** Work/Services shall not commence until execution of a Contract and subsequent issuance of a notice to proceed letter with the selected proposer.

**8.9 Reservation of UCC's Rights.** In connection with this procurement process, including the receipt and evaluation of proposals and award of the Agreement, UCC reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- 8.9.1** Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Agreement, without incurring any obligations or liabilities.
- 8.9.2** Modify the procurement schedule.
- 8.9.3** Waive deficiencies, informalities, and irregularities in a proposal and accept and review a non-conforming proposal.
- 8.9.4** Suspend and terminate the procurement process or terminate evaluations of proposals received.
- 8.9.5** Permit corrections to data submitted with any proposal.
- 8.9.6** Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the proposers to seek an improved understanding of any information contained in a proposal.
- 8.9.7** Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the proposals.
- 8.9.8** Seek clarification from any proposer to fully understand information provided in the proposal and to help evaluate and rank the proposers.
- 8.9.9** Reject a proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to UCC.

- 8.9.10** Conduct an independent investigation of any information, including prior experience, included in a proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- 8.9.11** Request additional information from a proposer during the evaluation of its proposal.
- 8.9.12** Negotiate with one or more proposers regarding any particular or all aspects of the Agreement as determined by UCC in its sole discretion. However, UCC does not have to negotiate with any proposer. The successful proposer may be required to sign the Agreement with UCC without negotiation of any terms or conditions.

## **9.0 RFP PROTESTS**

A prospective proposer may protest the procurement process or the solicitation document ("RFP Protest") for an Agreement solicited under ORS 279C.100 to 279C.125, in accordance with this Section 9. Before seeking judicial review, a proposer must file a written protest with the College and exhaust all administrative remedies.

**9.1 RFP Protest Submission Requirements.** To be considered, prospective proposer's written RFP protest must be submitted to the Issuing Office marked as follows:

RFP Protest  
RFP for Design-Build Services (UCC Housing Properties)  
RFP Protests must be submitted via email to [Joy.Yori@umpqua.edu](mailto:Joy.Yori@umpqua.edu)

**9.2 Time Limitation on Protest.** A RFP Protest shall be presented to the College no later than 12 Noon on July 24, 2023. The College will not consider a protest submitted after this date and time.

**9.3 Right to Protest RFP.** The College will consider a RFP Protest filed in compliance with the requirement of this Section 9 if it: 1) identifies this RFP as the solicitation that is the subject of the protest 2) 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; 3) provides evidence or supporting documentation that supports the grounds on which the protest is based; and 4) states the relief sought by prospective proposer.

**9.4 College's Response to RFP Protest.** The College will issue a written disposition of the RFP protest no less than three (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 137-048-0240 or may cancel the RFP in the public interest under and in conformance with, OAR 137-048-0250.

**9.5 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 9.

**Submittals shall include Proposer's response to:**

- Exhibit A - Mandatory Requirements
- Exhibit B – Response Form
- Exhibit C – Sample A141- 2014 Contract and Exhibits (separate document)
- Attachment A – Signature

**Submittals shall also include:**

- Any exceptions taken to Exhibit C – Sample Contract

**Exhibit A  
Mandatory Requirements**

The following constitute the Mandatory Requirements. Proposals failing to materially satisfy all "Mandatory Requirements" will be rejected as non-responsive. You must respond to each criterion in numerical order. For ease in scoring the responses, provide section item number to each of the following criteria numbers.

**Item #1 - Proposal Submittal Requirements**

**Proposer(s) must provide the following:**

1. One ORIGINAL set of submittals in PDF format with the document named "**Vendor Name – Remodel and Construction Work - UCC Housing Properties.**"
2. Submit Proposals electronically to [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu). Proposals submitted electronically to any email address other than [purchasing@umpqua.edu](mailto:purchasing@umpqua.edu) may be rejected and returned to the proposer unopened.

*For Official Use Only*                      *Pass*                      *Fail*

**Item #2 - Required Exhibits/Attachments**

<b>Required Exhibits</b>	<b>Yes</b>	<b>No</b>
Mandatory Requirements of the Proposal (response to Exhibit "A")	<input type="checkbox"/>	<input type="checkbox"/>
Response Form, (response to Exhibit "B")	<input type="checkbox"/>	<input type="checkbox"/>
<b>Required Attachments</b>	<b>Yes</b>	<b>No</b>
Attachment A – Signature Page	<input type="checkbox"/>	<input type="checkbox"/>
Attachment B – Exceptions to the Sample A141-2014 Contract	<input type="checkbox"/>	<input type="checkbox"/>

**Exhibit B  
RESPONSE FORM**

**Alternative Contracting Method: Design-Build:  
Remodel and Construction Work –  
Umpqua Community College (UCC) Housing Properties  
Closing Date: August 16, 2023, 2:00 pm, Local Time**

I, the undersigned, an authorized representative of \_\_\_\_\_  
(Company Name)

whose address is \_\_\_\_\_  
(Number and Street) (City and State) (Zip)

have read and thoroughly understand the RFP Solicitation Document issued by Umpqua Community College for furnishing the Work required by the RFP for Alternative Contracting Method: Design-Build: Remodel and Construction Work – Umpqua Community College (UCC) Housing Properties.

Acting on behalf of my firm, which is listed above, I do attest that the services offered by us meets Umpqua Community College's specifications in every respect except those described on the attached list of "Exceptions." We attach listing of Exceptions: \_\_\_\_\_ **(A "Y" or "Yes" response indicates Exceptions to the Specifications have been taken and have been attached and indicated as such.)**

**Addenda:** Proposer acknowledges, agrees, and certifies to the following: If any Addenda are issued in connection with this RFP, proposer has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB. **Receipt of addenda is hereby acknowledged as follows:**

<u>Addendum No.</u>	<u>Date of Addenda</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Oregon Business Registration:** Oregon law requires people and businesses transacting business in Oregon under an assumed name to register it as a public record with the Oregon Secretary of State. Please indicate your business' current registration type with an "X" in the appropriate space:

- Corporation     Professional Corporation     Partnership     Limited Partnership  
 Limited Liability Company     Limited Liability Partnership     Sole Proprietorship  
 Other \_\_\_\_\_

Registration No. \_\_\_\_\_

**Exhibit B – continued on next page.**



**Exhibit B – Continued**

**Oregon Reciprocal Preference Law:** (ORS 279.029): In compliance with ORS 279.029, each Bidder must state in its Bid whether it is a Resident or Non-resident Bidder. Bids that fail to provide this information may be considered nonresponsive and may be rejected.

**Definition Resident Bidder:** A Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the Bidder is a "Resident Bidder."

**Definition Non-Resident Bidder:** A Bidder who is not a Resident Bidder as defined above. Indicate by an "X" in the appropriate space whether you are an Oregon Resident Bidder or Non-resident Bidder:

**Oregon Resident Bidder** \_\_\_\_\_ **Non-Resident Bidder:** \_\_\_\_\_

If a Non-resident Bidder, indicate the state in which the Bidder resides, and the preference discount given by that state:

**State:** \_\_\_\_\_ **Preference Discount (percentage):** \_\_\_\_\_%

The preference discount listed must be specifically for the type of product work or service proposed. In determining the lowest responsible proposer, this percentage will be added to bids of Non-resident bidders that are given a preference discount.

**Prevailing Wage:** The proposer agrees to comply with the provisions of Prevailing Wage Laws ORS 279C.840.

**Construction Contractors Board:** Proposer is registered with the Construction Contractors Board - license number: \_\_\_\_\_. (The College will not consider a proposal for a Public Improvement unless the proposer is registered with the Construction Contractors Board, as required).

Respectfully submitted \_\_\_\_\_:  
(Date)

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Physical address)

\_\_\_\_\_  
(City, State, Zip)

**Attachment A**  
**Signature**

The Undersigned certifies that this proposal has been arrived at independently, without consultation, communication, collusion designed to limit independent bidding or competition, or agreement as to any matter relating to this proposal that would in any way interfere with fair competition except as otherwise stipulated by Oregon Statute.

The Undersigned certifies that prices submitted herein have been arrived at in an entirely independent and lawful manner by the proposer without consultation with other proposers or potential proposers or foreknowledge of the prices to be submitted in response to this solicitation by other proposers or potential proposers on the part of the proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

The College will in no case be responsible for any loss for any unanticipated costs which may be suffered by the proposer as a result of the proposer's failure to fully inform himself/herself in regard to all conditions pertaining to the completion of the contract.

The undersigned and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the Umpqua Community College Board of Education or college officer, employee, or person whose salary is payable in whole or in part by Umpqua Community College, has a direct or indirect financial interest in the award of this proposal, or in the services to which this proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Proposer represents by submitting its proposal that it will comply with all statutes, regulations, executive orders, and college policies as are hereby incorporated by reference.

Qualifications submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Qualifications and its subsequent Contract.

I have read and understood the attached Solicitation Document and agree to abide by and fulfill its requirements if awarded the Contract as a result of this proposal:

Proposer (Firm's name): \_\_\_\_\_

DBA (if any): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By (print name): \_\_\_\_\_ Title: \_\_\_\_\_

Proposer Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Proposer Address: \_\_\_\_\_