



**PUBLIC IMPROVEMENT PROJECT**

**REQUEST FOR PROPOSALS**

**Solicitation No: P&CC25-074R-RFP**

**Rock Creek B7 Chemistry Labs CM/GC**

**RFP Closing:**

**July 22, 2025 at 2:00 PM Pacific Time**

**Issued by:**

**Portland Community College  
Planning & Capital Construction  
9700 SW Capitol Highway, Suite 260  
Portland, OR 97219**

**June 16, 2025**

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# REQUEST FOR PROPOSAL PUBLIC IMPROVEMENT

Solicitation No: P&CC25-074R-RFP  
Rock Creek B7 Chemistry Labs CM/GC

## SUMMARY

The purpose of this Request for Proposal (Solicitation) is to obtain competitive Proposals from qualified Contractors (Proposers) for the purpose of establishing a Construction Manager/General Contractor (CM/GC) contract between the selected Proposer (Contractor) and Portland Community College (College) for the provision of CM/GC services for Rock Creek B7 Chemistry Labs renovation.

This Solicitation will result in a public works contract subject to ORS 279C.800 to 279C.870.

**This is a reposting of solicitation P&CC25-074-RFP that was canceled due to technical issues. Proposers who submitted a Proposal are required to resubmit, and Proposals will only be accepted from Proposers who attended the MANDATORY Pre-Proposal Conference held on June 18, 2025 at 3:00 PM Pacific Time at Portland Community College, Rock Creek Campus, 17705 NW Springville Rd, Portland, OR 97229, Building 9 Event Center-Room 122C.**

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to Gina Dowd, Buyer Contract Specialist, or designee, via Portland Community College's BidLocker page: <https://bidlocker.us/a/pcc/>, **NOT LATER THAN:**

**SOLICITATION DUE DATE AND TIME (CLOSING):  
July 22, 2025 at 2:00 PM Pacific Time**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

Timely received Proposals will be opened and recorded and the names of Proposers announced. The contents of any Proposal will not be disclosed to the public until all Proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

**Proposers are solely responsible for ensuring that Portland Community College receives its Proposal.**

The Solicitation documents can be found on BidLocker at <https://bidlocker.us/a/pcc/>.

**PROPOSERS MUST FAMILIARIZE THEMSELVES WITH THE ENTIRE SOLICITATION.**

**ALL Questions and comments regarding this Solicitation must be directed ONLY IN WRITING to Gina Dowd, Buyer Contract Specialist, by e-mail to: [gina.dowd@pcc.edu](mailto:gina.dowd@pcc.edu).**

**NOTE: This email address is NOT the secure email address to be used when submitting a Proposal.**

**PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION  
THE COLLEGE MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED  
REQUIREMENTS.**

## SECTION I - INTRODUCTION

### 1. INTRODUCTION

- 1.1. This Solicitation is issued pursuant to ORS 279A, ORS 279C and the Portland Community College Rules of Procurement.

### 2. DEFINITIONS

- 2.1. The term "College" or "Owner" throughout this document means Portland Community College. The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. The term "Proposal" or "Offer" means a written response to provide services in response to this Solicitation. "Closing" means the date and time specified in the Solicitation as the deadline for submitting Proposals. The term "Contractor" or "Supplier" means the Proposer awarded a CM/GC contract as a result of this Solicitation. The term "CM/GC" means a project delivery method in which the Contractor provides input during the design phase and acts as the general Contractor during construction.

### 3. SOLICITATION REVIEW

- 3.1. Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the College's attention by protest pursuant to REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS in SECTION IV – PUBLIC CONTRACTING RULES, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award (NOI) may not be favorably considered.

### 4. BACKGROUND

- 4.1. As the largest post-secondary institution in Oregon, Portland Community College serves over 60,000 full-time and part-time students. The College offers high-quality education and opportunities for its students, which in turn contributes to the vibrancy of Portland's economic community.
- 4.2. The College aims to educate a skilled workforce, prepare students to successfully transfer to four-year schools, enrich the community through lifelong learning, build a greener workforce and shrink our carbon footprint, and be a sound financial steward of public dollars.
- 4.3. Four comprehensive campuses, several centers, and dozens of independent locations throughout the community offer courses and provide student services. Online Learning gives students the ability to take classes off campus.

### 5. SCOPE OF WORK

Work at Portland Community College's Rock Creek Campus will incorporate a complete renovation of Chemistry Labs 223 and 225, with limited scope in adjacent lab space, Prep 217 and Support Room 221A. Work in these spaces will include the complete removal and replacement of aging fume hoods, refinishing the existing concrete floors, new DFH, replacement of existing ceiling tile, grid and new lighting, removal and replacement of all existing lab casework and countertops, vacuum systems, gas piping, sinks and plumbing fixtures. All renovation will meet accessibility requirements as outlined per a third-party vendor. MEP to be coordinated and updated in collaboration with third-party commissioning vendor to support new equipment and meet all current code requirements.

## 6. CONTRACT

- 6.1. The successful Proposer, selected by the College, will receive an AIA A133-2017 Contract (contract). A sample contract is enclosed herein (see ATTACHMENT I). The provisions of the contract are in addition to the requirements set forth in this Solicitation.
- 6.2. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- 6.3. The Contractor will be expected to promptly sign a contract including all terms and conditions contained in the sample contract. The College will execute the contract only after it has obtained all applicable required documents and approvals.
- 6.4. Personnel substitution – if the Contractor must substitute personnel included in the original Proposal, they shall obtain written College approval of substituted personnel, prior to substitution.
- 6.5. Any references and/or requirements of the Contractor to the College must apply to sub-contractors' requirements to the College and Contractor.
- 6.6. After selection of a successful Proposer, College may enter into contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including agreement to the terms and conditions of the Sample Contract (**ATTACHMENT I**), with the exception of those terms listed below for negotiation. Proposer shall review the attached Sample Contract and note exceptions. Proposer must submit those exceptions to the College during the Questions / Requests for Clarification period set forth in **Section I, 9. SOLICITATION SCHEDULE** below. Unless the College agrees to modify any of the terms and conditions, the College intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (**ATTACHMENT I**). It may be possible to negotiate some provisions of the final Contract; however, the College is not required to make any changes and many provisions will not be subject to change. Proposer is cautioned that the College believes modifications to the standard provisions constitute increased risk and increased cost to the College. Therefore, the College will consider the Scope of requested exceptions in the evaluation of the Proposal.

## 7. AMENDMENTS

- 7.1. The College may amend a contract without additional competition pursuant to OAR 137-049-0910.

## 8. COLLEGE REPRESENTATIVE/PROJECT MANAGER

- 8.1. The College Representative/Project Manager for the project will be Julie Yeager-Walker, Associate Project Manager. **The College Representative must not be contacted during the Solicitation process.**

## 9. SOLICITATION SCHEDULE

- 9.1. The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. All times are in Pacific time. Required dates for design and contract period milestones are provided elsewhere in this Solicitation. The College reserves the right to deviate from this schedule.

Solicitation Milestone	Date
Closing	July 22, 2025 at 2:00 PM PST
Notice of Competitive Range for interview	On or about August 6, 2025
Interviews	August 11th and 12th, 2025
Notice of Competitive Range for optional 2 <sup>nd</sup> interviews (if needed)	August 12th, 2025
2 <sup>nd</sup> Interviews (optional)	August 19, 2025
Notice of Intent to Award (NOI)	On or about August 19, 2025

## 10. CONTACT DURING SOLICITATION

- 10.1.** Questions must be submitted in writing via email to gina.dowd@pcc.edu, Buyer Contract Specialist as indicated on the Summary page of this Solicitation. **No other contact regarding this Solicitation during the Solicitation process is permitted.** Unauthorized contact regarding this Solicitation may subject the offender’s Proposal to rejection.

## 11. PRE-PROPOSAL CONFERENCE.

- 11.1.** A Mandatory Pre-Proposal Conference was held as indicated on the Summary Page of this Solicitation.

## 12. ELECTRONIC PROPOSALS.

- 12.1.** Electronic Proposals will be accepted and must be submitted no later than the Closing Date and Time via Portland Community College’s [BidLocker](https://bidlocker.us/a/pcc/) page (<https://bidlocker.us/a/pcc/>) as indicated on the Summary Page of this Solicitation. **Please note that BidLocker is NOT to be used for submitting questions, comments, or clarifications regarding this Solicitation.**
- 12.2.** Instructions for submitting a proposal can be found in the Bid Locker Secure Bid Submissions Vendor’s Guide (<https://bidlocker.us/uploads/library-files/29/BidLockerVendorGuide-Nov2020.pdf>)
- 12.3.** A Public Proposal Opening Teleconference will be held immediately after Proposal Closing at 2:00PM on July 22, 2025. Any party wishing to attend this teleconference is invited to attend. Only the Proposer’s firm or company name submitting a Proposal will be read aloud. The contents of the Proposals submitted will not be disclosed, nor will questions be entertained. The link to attend this teleconference is:

Join Zoom Meeting:

<https://portlandcc.zoom.us/j/96926154202?pwd=LNTpYaDmx9AGyolcjOOL0EZAWw1Q3L1>

Meeting ID: 969 2615 4202

Passcode: 063269

## SECTION II – STATEMENT OF WORK

### 1. INTRODUCTION

- 1.1. On February 20, 2025, the Board of Directors of Portland Community College approved the use of the Construction Manager/General Contractor alternative construction contracting procedure for this project.
- 1.2. The intent of this project is to create laboratory spaces that support high quality learning, using current teaching practices with technology and collaborative student work. The project aims to resolve accessibility limitations, as well as, provide durable, long lasting and cost-effective products. The project will provide fully accessible classrooms and lab equipment. The renovation will utilize current Portland Community College standards for construction, equipment and finishes.

### 2. PROJECT DESCRIPTION

- 2.1. Complete renovation of Chemistry Labs 223 and 225, with limited scopes of work in adjacent spaces Lab Prep 217 and Support Room 221A. Please reference the project assessment dated October 2024 (ATTACHMENT P).
- 2.2. The building will be occupied and used for instruction during the course of the project. Keeping the building operational and safe for occupants is critical for the success of the project.
- 2.3. A hazardous materials assessment will be conducted by the College and any abatement work needed will be contracted separately by the College, but close coordination between the Owner, CM/GC, and abatement Contractor will be necessary.
- 2.4. The selected CM/GC will work in collaboration with Owner and with Bassetti Architects and their subconsultants.

### 3. GENERAL REQUIREMENTS

- 3.1. The CM/GC will be required to manage all construction activities associated with this project. This includes but is not limited to the management and coordination of trades, coordination with the College and its ongoing operations on the campus and mitigation of interruptions to College operations and students, staff and faculty. The CM/GC will be required to participate in final design conversations and contribute to the parallel development of schedules and logistic planning.
- 3.2. The CM/GC will manage the bid and solicitation process to procure competitive bids for all pertinent scopes of work and provide the College with a complete project cost. Once accepted, the CM/GC will fully execute the work and turnover to the college a product that meets or exceeds the College's expectations.
- 3.3. All meetings will be remote, in-person or hybrid. Zoom and Google Meets are the only approved virtual meeting platforms for this project.
- 3.4. Holidays – the College will be closed for the holidays listed below. No work should be scheduled at a College Campus or Center on these days.
  - New Year's Day (observed)
  - Martin Luther King Day

- Memorial Day
- Juneteenth
- July 4th (observed)
- Labor Day
- Veterans Day (observed)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (observed)
- Christmas Day

**3.5.** In addition, the College will be closed for a two-week Winter Break each year. Winter Break will include the Christmas Eve, Christmas Day and New Year’s Day holidays. Specific dates will be posted publicly on Portland Community College’s academic calendar and will be communicated to the CM/GC. With the exception of the holiday dates listed in Section 3.4, work may be performed during this time, but only with the written permission of the College Project Manager. Requests to work on these days should be submitted at least 30 days in advance and are contingent on the availability of the College’s Public Safety staff.

#### **4. OTHER REQUIREMENTS**

- 4.1.** Parking permits are required on campus. Contractor is responsible for purchasing parking permits for staff and sub-contractors as required for the project.
- 4.2.** Designated parking for construction and lay-down area can be requested on campus if applicable. Please coordinate with College’s Project Manager prior to mobilization.
- 4.3.** The labs will be closed during construction. Contractor should protect areas not in scope during construction, so operations outside of the project scope boundary can function as needed.

#### **5. PROJECT TEAM**

- 5.1.** The successful Proposer will work closely with the College’s Project Manager and foster constructive working relationships with the design team, staff from the Office of Planning and Capital Construction and others as needed.
- 5.2.** Bassetti Architects has been selected as the architect to develop the design documents for this project.

#### **6. PROJECT CONSIDERATIONS**

- 6.1.** This project will be completed during normal campus hours. Construction work will commence between the hours of 7am-4pm Monday through Friday. If off hours are needed, the College’s Project Manager will need to be notified at least two weeks in advance to coordinate efforts with the College’s Public Safety department. No weekend work is expected or included in this scope of work.
- 6.2.** Areas that are outside of the scope of this project will remain functional during demolition and construction. Contractor is responsible to mitigate all sounds, odors, and vibrations to the greatest extent possible. Coordinate all work and any anticipated impacts with the College’s Project Manager, as alternate working times may be required in order to not adversely affect College operations.
- 6.3.** If access to IT rooms is required, the College Project Manager needs to be notified prior to entry into these spaces. All IT rooms are secured and need to have a College representative available for access.

## 7. DESIGN SCHEDULE

7.1. The design milestones are set forth below. The dates are approximate but will be followed to the extent reasonably possible. The purpose of this schedule is for information only.

Design Phase Milestone	Date
Pre-Design Phase	N/A
Schematic Design Phase	N/A
Design Development Phase	June 1 – August 1, 2025
Contract Document Phase	August 1 – October 15, 2025
Permit Application Submittal	October 15, 2025

## 8. CONSTRUCTION SCHEDULE MILESTONES

11.1 The construction milestones are set forth below. The dates are approximate but will be followed to the extent reasonably possible.

Project Milestone	Date
Contract Award	On or about August 27th
Guaranteed Maximum Price (GMP) Submittal	October 15, 2025
Construction Substantial Completion	September 15, 2026
Construction Final Completion	October 22, 2026

## 9. NOTICE TO PROCEED

9.1. The Contractor must not begin work until a Notice to Proceed is issued by the College Representative.

## 10. AUDIT EXPECTATIONS

- 10.1. The College would like to ensure that Proposers are aware that this project is a part of the 2022 bond program and as such will be subject to audit due to the use of tax-payer supported bonds. Proposers must ensure that their proposed values are in-line with the Solicitation requirements and understand that these values are subject to review/audit as part of the proposal and contracting process.
- 10.2. Throughout the project, Portland Community College will retain full rights to inspect, subject to audit and/or reproduction by the College, College’s representative and/or agents of the College any and all records of the parties to any agreement relating to the project. Examples of such records shall include but not be limited to all accounting records (hard copy, as well as computer readable data in an appropriate Microsoft Office format if it can be made available); subcontract files; original estimates; estimating work sheets; correspondence; change order files and any other supporting evidence deemed necessary by the College to substantiate charges related to this agreement, and all other agreements, sources of information and matters that does in the College’s sole judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document relating to this project (all foregoing hereinafter referred to as “Records”).
- 10.3. Prior to establishing contractually defined rates for supervisory labor, field labor, equipment rentals and purchases, cell phone reimbursement, vehicle reimbursement or any other contractually-established rates, the College will request and analyze Contractor calculation details to ensure rates are calculated in accordance with the terms of the contract. Calculation details will include detailed review of components of burden, markups, and any other variables included in the calculation of these rates.

- 10.4.** The Contractor shall require that their payees (including consultants, subcontractors and suppliers) comply with the provisions of the Right to Audit article by incorporating these requirements in all written contracts. This requirement to include flow down right to audit provisions in contracts with payees shall also apply to Subcontractors and Sub-Subcontractors, and Suppliers. The Contractor shall cooperate fully and will request all of their payees to cooperate fully in furnishing or in making Records available to the College, provided, however, the Contractor shall not be responsible for any failure of Consultants, Subcontractors, or Suppliers to comply with recordkeeping requirements after the date of Final Completion.
- 10.5.** Records may include but are not limited to subcontract documents (to include proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc) documentation covering negotiated settlements; back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; insurance policies, project schedules, project meeting minutes, timecards, payroll records, calculation of labor rates, composition of labor burden, collective bargaining agreements and wage agreements, supplier invoices, receipts, travel documentation, composition of equipment rates, overhead and profit calculations. The College may also conduct verifications such as, but not limited to, counting employees at the job site, verifying and recounting stored materials, witnessing reproduction by College’s representative and/or agents of College, the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, subcontractors, suppliers, and Contractor’s representatives. All records shall be kept for five (5) years after Final Completion.
- 10.6.** If an audit inspection or examination in accordance with this article discloses overpricing or overcharges to the Owner (of any nature) by the Contractor and/or the Contractor’s Subcontractors more than \$100,000 in addition to making adjustments for the overcharges, the actual cost of the College’s audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor’s invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of College’s findings to Contractor.

## **11. BUSINESS & WORKFORCE EQUITY**

### **11.1. Workforce and Contractor Development Requirements**

- 11.1.1.** Portland Community College acknowledges a responsibility to impact the long-term wealth position of skilled craftworkers and small businesses on bond-funded projects and is committed to actively promoting fair access, opportunity and proportional utilization as an extension of the College’s commitment to community development.

### **11.2. Workforce Development and Apprentice Utilization Requirements**

- 11.2.1.** In response to critical workforce shortages as reported in the *2024 Workforce Market Study* commissioned by the Interstate Bridge Replacement Project Program, the College is committed to promoting fair access to construction trade careers and works diligently to ensure craftworker access, opportunity, development and retention on all construction projects. Portland Community College’s Workforce Training and Hiring Program are outlined in detail in ATTACHMENT K but can be summarized by:

- 11.2.1.1.** Every subcontractor with a contract value \$50,000.00 or greater in labor value must submit a Workforce Plan prior to mobilization to the project, which outlines their approach to worker outreach, proportional utilization and that indicates a path to

the College's requirement that 20% of labor hours be worked by registered apprentices, by Contractor, by trade.

- 11.2.1.2. All contracts with a labor value \$50,000.00 or greater in labor value must report labor utilization hours by the 5<sup>th</sup> of each month in LCP tracker.
- 11.2.1.3. Every craftworker and subcontractor must be onboarded to the project's Respectful Worksite Program as outlined in Portland Community College's Respectful Worksite Program Requirement as outlined in ATTACHMENT L.

### 11.3. Small Business Development Program

- 11.3.1. In furtherance of the College's commitment to small business access, capacity-building and shared prosperity, and as a result of the disparate utilization of small businesses as outlined in the 2023 State of Oregon Disparity Study, the College's Small Business Development Program ("SBD Program") promotes the intentional utilization and development of small businesses in the College's district.
- 11.3.2. The details of the College's SBD Program can be found in ATTACHMENT J but can be summarized by:
  - 11.3.2.1. Demonstrating Good Faith Effort outreach to subcontractors as outlined in ATTACHMENT M.
  - 11.3.2.2. Notifying Trade Association in the College's district of all subcontracting opportunities and performing outreach to members.
  - 11.3.2.3. Utilize databases of agencies and organizations that certify small business eligibility and ownership as outlined in the College's SBD Program ATTACHMENT J.
  - 11.3.2.4. Reporting subcontractor payments in the College's tracking system by the 5<sup>th</sup> of each month.

### 11.4. Respectful Worksite Programming Implementation

- 11.4.1. The Contractor shall take all necessary and reasonable steps to ensure that all workers have the opportunity to fully participate on College construction projects and to develop skills in their respective trade, free from behaviors rooted in hostility, racism, sexism, or homophobia, such as exclusion, bullying, harassment or hazing by implementing an approved Respectful Workplace Program (RWP) such as *RISE Up* or *Green Dot for the Trades* on the project. All costs associated with your firm's ongoing implementation and reinforcement of the RWP shall be included in the Cost of Work.
- 11.4.2. A Respectful Worksite is defined as a worksite that is appropriate, productive, safe, and free from behaviors that may undermine workers' job performance, physical safety, psychological safety, productivity, inclusion, retention, the equitable access to meaningful work, and/or efficiency. A person violates a Respectful Workplace when the person exhibits behaviors that a reasonable person should have known would cause a worker to be humiliated, intimidated, or otherwise treated in an inappropriate, unprofessional, discriminatory, disrespectful, exclusionary, or differential manner. The intent of the person who exhibits such a behavior is not relevant to the behavior's effect.

- 11.4.3.** Attributes of an approved Respectful Worksite Program are found in ATTACHMENT L. Note that the continual and systematic reinforcement of the program is required in the same way that physical safety is reinforced continually.

## 12. SUSTAINABILITY COMMITMENT

- 12.1.** Portland Community College is committed to the use and purchase of environmentally and socially responsible materials and products, which are fiscally responsible, reduce resource consumption and waste, perform adequately, and promote human health and well-being. Recognizing its regional economic role, the College will seek opportunities to educate, encourage, and influence their respective markets by utilizing, where feasible, products and services, including new environmentally preferable products, reusable products, recycled content, and recycled products.
- 12.2.** Clean Air Construction Standard (CAC) – The College has collaborated with other Portland based public agencies including City of Portland, Multnomah County, Washington County, Metro, and TriMet to reduce diesel emissions on construction projects.

## 13. E-BUILDER

- 13.1.** The College has implemented the e-Builder Project Management software platform for coordination of efforts, approvals, and expedited communication. All prime project team members will be required to utilize the program to initiate and respond to E-builder construction processes (RFI, Submittal, etc.) in a timely manner.

## 14. ADDITIONAL REQUIREMENTS

- 14.1.** Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this contract for which applicable Oregon Law requires a license.
- 14.2.** The Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the Goods or Services requested by this Solicitation.
- 14.3. Background Checks.** All persons involved in the project who will have a physical presence on site at any time during the course of the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the College Representative. Contractors and sub-contractors must provide a report of who has cleared the background check by an approved agency.
- 14.4. Oregon CAT.** The College considers the Oregon Corporate Activity Tax (OCAT) as a business expense. Therefore, the College will not accept proposals or invoices that specifically cite OCAT as a line item expense.
- 14.5. Local Business Taxes –** All local business taxes, including but not limited to Metro Supportive Housing Service Tax and Multnomah County Business Income Tax, are considered a business expense. Therefore, the College will not accept proposals or invoices that cite any such tax as a line-item expense. The College will not accept these types of taxes as an inclusion in rates.

## 15. INSURANCE REQUIREMENTS

- 15.1.** The College requires the selected Proposer to obtain the below minimum insurances for the project:

- 15.2.** Worker's Compensation: Per statute which includes a minimum of \$500,000 Employer's Liability.
- 15.3.** Commercial Auto Liability – Minimum of \$1 million combined single limit.
- 15.4.** Commercial General Liability – Minimum of \$2 million per occurrence, and no less than \$4 million combined aggregate.
- 15.5.** Pollution Liability Insurance – Minimum of \$1 million
- 15.6.** Professional Liability – Minimum of \$1 million per occurrence and no less than \$2 million combined aggregate.
- 15.7.** The College is currently evaluating the feasibility of implementing an Owner Controlled Insurance Program (OCIP) for this project. Until a final decision is reached, all proposals shall be prepared in accordance with the standard insurance and bonding requirements specified herein. In the event that the College elects to institute an OCIP prior to subcontractor bidding, the OCIP provisions, including any changes to risk allocation and cost recovery, will be incorporated into the final contract through a formal amendment. Proposers are encouraged to include, as part of their submission, any alternative pricing or risk management strategies that would apply under an OCIP scenario. The College reserves the right to modify the insurance requirements or to refrain from implementing an OCIP at its sole discretion, and any changes will be communicated via written addenda prior to award.
- 15.8.** Should the College purchase an OCIP for this project the College will not reimburse Contractor for any Subcontractor Default Insurance costs.

## **16. NO WAIVER OF CONDITIONS**

- 16.1.** Failure of the College to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or waiver of any other default of the Contractor.

## SECTION III – RESPONSE AND EVALUATION

### 1. INTRODUCTION

- 1.1. This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to provide any information requested in this Solicitation may result in rejection of the Proposal.

### 2. PROPOSAL FORMAT

- 2.1. Proposals should be created with a font size no smaller than eleven (11) point sized to print on 8-1/2 x 11 size paper. Spreadsheets may be sized to print on 8 ½ x 14 or 11x17.
- 2.2. Elaborate art work, expensive paper and visuals are not necessary. Brochures or other promotional presentations beyond that sufficient to present a complete and effective Proposal are not desired. Concise and direct answers are encouraged.
- 2.3. Proposal pages must be numbered consecutively and must not exceed twenty (20) single-sided or ten (10) double-sided pages. The required Affidavit, Certifications, Forms, Additional Requirements, Cover Page, Cover Letter, Attachments, Resumes, and Table of Contents are not included in the page count. The College will NOT be obligated to review or consider materials that exceed the maximum number of pages specified. Resumes should be attached at the end of the proposal.
  - 2.3.1. Appendix material is not included as part of the maximum number of pages.
    - 2.3.1.1. **Supplemental attachments required by the College** (specifically requested in this Solicitation). The College WILL review and consider materials included as appendix materials that are specifically requested, for example, Required Affidavit(s), Certifications and Forms.
    - 2.3.1.2. **Supplemental information not College-required** (NOT specifically requested in this Solicitation). The College will NOT be obligated to review or consider materials included as appendix materials unless specifically requested.
- 2.4. A Proposer's submitted Proposal must include all Forms (see Section VI – ATTACHMENTS) and required text (see SECTION III – RESPONSE AND EVALUATION) and must be submitted electronically as follows:
  - 2.4.1. One (1) **unpriced** copy of the Proposal in **searchable PDF format**, labeled with the Firm Name, Solicitation #, and PROPOSAL – NO PRICING
  - 2.4.2. One (1) copy of the Price Schedule in **searchable PDF format**, labeled with the Firm Name, Solicitation #, and PRICING
- 2.5. Proposals are to be submitted via [BidLocker, https://bidlocker.us/a/pcc/](https://bidlocker.us/a/pcc/), and must be identified with the Proposer's Name, Solicitation Number, and Solicitation Title.
- 2.6. **Please note that BidLocker is NOT to be used for submitting questions, comments, or clarifications regarding this Solicitation.**
- 2.7. Failure to submit Proposals in accordance with the provisions of the Solicitation will be grounds to declare the Proposal nonresponsive. Failure to provide any information requested in the Solicitation may result in rejection of the Proposal.

### 3. PROPOSAL CONTENT REQUIREMENTS

- 3.1. REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** - See SECTION VI – ATTACHMENTS. The affidavit, certifications, and forms must be completed and submitted with the Proposal.
- 3.2. DETAILED PROPOSAL CONTENTS:** The Proposer Certification Form (see ATTACHMENTS) shall be completed and submitted as the cover of the Proposer’s response. Proposers are cautioned to provide in their proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the College has any prior knowledge of the Proposer.
- 3.3.** Proposers must present a Proposal containing the specific information requested and submit all attachments as required. Proposers must provide a reply to each of the following items in the order listed below:
- 3.4. Firm’s construction experience and qualifications**
- 3.4.1.** Provide a brief description of your firm’s history and its capabilities. Include annual volume figures for the past five years and current bonding capacity.
- 3.4.2.** Provide a company organizational chart of the proposing company. Include all wholly owned subsidiaries and define what their involvement will be in providing personnel or equipment for the Project, if applicable.
- 3.4.3.** Provide a general description of your firm’s safety and drug and alcohol programs, as well as your most recent Worker’s Compensation Insurance experience modifier.
- 3.4.4.** Provide a listing, in chronological order and in chart format, of your firm’s last completed projects of approximately \$3,000,000.00 to \$5,000,000.00 or more (provide a list of at least 3). The projects should demonstrate the range of preconstruction and construction services that you have provided for higher education, public, or private sector CM/GC projects with a GMP. Include any remodel/renovation work and how the projects relate to your ability to satisfy the requirements of this Solicitation. Information on these projects should include the following:
- 3.4.4.1.** Name of the Owner, contact person, and current phone number.
- 3.4.4.2.** The architect, contact person, and current phone number.
- 3.4.4.3.** Location of the project and completion date.
- 3.4.4.4.** A brief description of the job.
- 3.4.4.5.** Final cost of the work – include a brief description of changes in the GMP.
- 3.4.4.6.** Total project claims going to litigation/arbitration.
- 3.5. Staffing: Personnel construction experience, qualifications, and project commitment**
- 3.5.1.** Provide a project organization chart showing your proposed staff for this job, including all professional staff in the following areas: project management, corporate oversight and administration, engineering and estimating, and onsite construction supervision. The roles should include: (a) firm executive with authority to bind the company; (b) pre-construction and construction manager(s); (c) project superintendent; (d) project estimator; (e) safety; and (f) quality control.
- 3.5.2.** Describe the duties and responsibilities for all key staff related to the project and indicate the proposed percentage that each person will work on this project during the pre-construction and construction phases of the project, as well as each person's primary work location during both phases of the work.

- 3.5.3.** Include resumes for all individuals included on the project organization chart. The resumes must include each individual's education, certifications, work history, length of tenure with the firm, and prior experience in their proposed role with similar projects, and any experience working with public or private sector CM/GC GMP jobs. Project experience examples should include title, description, construction cost, dates, duration of that project, as well as the name, company name, position or title, and client contact info.
- 3.5.4.** For those individuals that are not full time, describe how and when they will work on the Project, as well as which other project responsibilities fill their time. Additionally, describe the prior experience, if any, of the team members working with each other on the Project (be specific) and what roles they will fill on the proposed team for this Project.
- 3.5.5.** By listing individuals in the Proposal, the firm guarantees that these individuals will be available to work on the Project at the approximate percentages shown. Portland Community College reserves the right to approve or reject any changes to the proposed personnel. The College further reserves the right to request a substitution of personnel if deemed to be in the best interest of the College.
- 3.6. Project Management Approach**
- 3.6.1.** Describe how your firm will approach the construction management aspect of this Project. How will you ensure that the College's needs are adequately met? Describe your management information controls, forms, and/or procedures proposed for this Project.
- 3.6.2.** Identify key issues or potential constraints and risks that you anticipate for the Project, including areas such as design, construction, budget, schedule, quality, or safety. Describe your plan for addressing these issues and maintaining the progress of the work.
- 3.6.3.** Describe your firm's knowledge and experience with the local labor market and building conditions in the Portland Metro area.
- 3.6.4.** Describe your plan to establish and maintain good relationships and foster open and productive communication with the College, the design team, and the public, including communication of current and upcoming construction activities.
- 3.6.5. Scope Management:**
- 3.6.5.1.** Describe how you will identify scope to investigate existing conditions.
- 3.6.5.2.** Describe your process of review and coordination of design documents.
- 3.6.5.3.** Value-engineering and alternative construction options for cost savings and life-cycle-cost design considerations.
- 3.6.5.4.** Scheduling, change recommendations, and the advice of long-lead procurement packages.
- 3.6.6. Cost Management:**
- 3.6.6.1.** Describe how you will approach cost estimating, value engineering, and maintaining a contingency.
- 3.6.6.2.** Describe your plan for managing and tracking the cost of the work. Include descriptions of cost-tracking tools and summary reports.
- 3.6.6.3.** Describe your plan to generate sufficient subcontractor or material-supplier competition in the bidding to minimize project costs.
- 3.6.7. Schedule/ Quality Control/Safety:**

- 3.6.7.1. Describe your approach to managing construction schedules. Include a description of the elements of these projects that are likely to put the schedule at risk and how you would proactively manage them.
- 3.6.7.2. Include descriptions of schedule-tracking tools and summary reports.
- 3.6.7.3. Describe and how you would implement, your proposed quality-control plan.
- 3.6.7.4. Describe your proposed general safety program, including training, hazard identification, and audit or inspection. Include specific information relating to subcontractor and employee accountability for safety and formal discipline

### 3.7. Social Responsibility and Craftworker Talent Management

- 3.7.1. A successful proposal will address how the Contractor will achieve the College's workforce and small business development, and culture change objectives:
  - 3.7.1.1. Small Business subcontractor utilization
  - 3.7.1.2. Workforce recruitment, training, proportional utilization and retention; 20% of project hours worked by registered apprentices
  - 3.7.1.3. The active and continual implementation of an approved Respectful Worksite Program such as Green Dot for the Trades or RISE Up.
- 3.7.2. A proposal that does not address each of these three (3) metrics for project success will be deemed unresponsive. Responses for all three objectives will form part of the Social Responsibility scoring criteria.
  - 3.7.2.1. Provide examples of how your firm has met or exceeded small business subcontractor utilization objectives on similarly-sized projects in the last two (2) years. What is the most innovative method your firm utilizes to maximize subcontracting opportunity on your projects?
  - 3.7.2.2. How does your firm intend to meet the College's commitment to recruiting, training and retaining a workforce that reflects identified upcoming shortfall in the construction trades? What relationships does your firm have with workforce development organizations beyond the hiring hall and dispatch to assist with this commitment?
  - 3.7.2.3. **Respectful Workplace Program** (as outlined in ATTACHMENT L). Name the program (such as RISE Up or Green Dot for the Trades) you intend to implement on the site. Explain how program messaging will be reinforced over the duration of the project. How will each new worker and subcontractor be onboarded to the program? Explain why you selected this particular program.
- 3.7.3. Describe the steps you would take to meet the College's sustainability commitment on this project. Include steps you are taking to improve your firm's own sustainability outcomes.

### 3.8. References

- 3.8.1. Provide seven (7) professional references from at least five (5) projects similar to the scope of this Solicitation, and from projects of similar size and complexity (CM/GC projects should be identified). Use of the provided Proposer Reference Form (see SECTION VI – ATTACHMENTS, ATTACHMENT F) is required. At least two of these references shall be subcontractors. At least two of these references shall be owners. At least two of these references must be the respective projects' architects. Every key project team member listed above must be represented in at least two of these references.
- 3.8.2. If the Proposer has performed any project or work with the College in the last ten (10) years, one of the references must be from the Proposer's most recent contact with the College.

- 3.8.3.** Provide the project name, the name of the design team members for who this reference is relevant, a contact name, telephone number, and email address for each of the references. These contacts will be used by the College for reference checks.
- 3.9. Fees and Compensation (ATTACHMENT G - Price Schedule)**
- 3.9.1.** Present a proposed fee for services for anticipated Construction Management. Describe what is included in the management fee per phase and note any project cost elements that are outside of this fee. All proposed fees are subject to final negotiation after issuance of a notice of intent to award the contract.
- 3.9.2. Phase 1 - Preconstruction Services:** Provide a not-to-exceed cost for Phase 1 services. This will be the basis for negotiation of a not-to-exceed price for the preconstruction services. This price will be the maximum amount that the College will owe to the Contractor if the Contractor's services are terminated prior to commencement of the Phase 2, or the project does not proceed to construction for any reason. Refer to the Cost Responsibility Matrix included in SECTION VI – ATTACHMENTS for items to be included in the Phase 1 fee.
- 3.9.3.** Should the College enter into a contract for Phase 2 with your firm: Will this cost for Phase 1 services become a part of your fee quoted in the following section?
- 3.9.4. Phase 2 - Construction Services – CM/GC Fee:** Provide your fee, as a percentage of the estimated construction cost of \$3,500,000.00, for which your firm would contract to perform Phase 2 services. The CM/GC Fee applies only to the General Conditions Work Cost and the Direct Cost of the Work (“GC/DC Costs”). The CM/GC Fee will not be applied to the Bonds and Insurance cost. The CM/GC Fee percentage will become the basis for the CM/GC Fee for future contract negotiations and associated amendment(s). Refer to the Cost Responsibility Matrix included in SECTION VI – ATTACHMENTS for a detailed breakdown of GC/DC Costs.
- 3.9.4.1. Bonds and Insurance:** Provide the costs for the required Bonds and Insurance as a percentage of the GC/DC Costs. Insurance requirements are included in the sample contract included in SECTION VI – ATTACHMENTS. This will become the basis for the future contract negotiations and associated amendment(s).
- 3.9.4.2. Staff Hourly Rates for Phase 1:** Provide hourly rates and estimated hours for each staff Member Classification performing work during Phase 1.
- 3.9.4.3.** The costs provided must include all taxes imposed by law in the State of Oregon.
- 3.9.4.4.** Any savings the Contractor realizes in performing the public improvement contract will accrue to the College.

#### 4. SELECTION OVERVIEW

- 4.1.** The Request for Proposal competitive procurement approach has been utilized on numerous public projects. The selection process will be conducted in a fair and impartial manner, where several qualified individuals will evaluate proposals and interviews (if held). The selection has three major parts:
- 4.1.1.** Proposal evaluation and ranking
- 4.1.2.** Interviews and selection
- 4.1.3.** Contract negotiation.
- 4.2.** Work is divided into two phases:
- 4.2.1.** Phase 1 is pre-Construction services/design assistance

- 4.2.2. Phase 2 is Construction
- 4.3. During Phase 1, the Contractor will work with the Project Team, and the work will be performed for a not-to-exceed cost.
- 4.4. The College has established a construction project budget of approximately \$3,500,000.00 covering the period of construction. The Contractor will provide a Guaranteed Maximum Price (GMP) with detailed backup that is consistent with a budget and construction schedule that meets the College’s requirements on the construction document set that is submitted for permit.
- 4.5. Following submittal of the GMP, it is the intention of the College to enter into a final contract with the selected Contractor, which will include a fixed fee based on a percentage of direct costs, for all work through construction and completion of the Project. If an acceptable GMP can be agreed upon, the College will enter into a contract with the Contractor for Phase 2. If no agreement can be reached, the Contractor will be compensated for the Phase 1 effort.
- 4.6. If the College is unable to successfully agree upon contract terms for the entire project with the selected Contractor, the College reserves the right, at its sole discretion, to re-open the selection process by entering into negotiations and a contract with the highest Proposer.
- 4.7. The College reserves the right to reject any or all Proposals.

**5. EVALUATION CRITERIA**

5.1. The College will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:

PROPOSAL CONTENT REQUIREMENT	Maximum Points Possible
Firm’s construction experience and qualifications	20
Staffing: Personnel construction experience, qualifications and project commitment	20
Project Management Approach	40
Social Responsibility Small Business utilization, Apprentice utilization and implementation of Respectful Worksite Programming	20
References	Not scored
Fees and Compensation	20
<b>SUB-TOTAL =</b>	<b>120</b>
INTERVIEW	
Interviews	80
<b>Optional 2<sup>nd</sup> Interview (if conducted)</b>	50
<b>GRAND TOTAL =</b>	<b>200/250</b>

## 6. PROPOSAL EVALUATION

- 6.1. Responsiveness and Responsibility.** The College will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
- 6.1.1. Responsive Proposal (OAR 137-046-0110).** A Responsive Proposal is a Proposal that substantially complies in all material respects with the requirements of this Solicitation.
- 6.1.2. Responsibility of Proposer.** Before awarding a contract, the College shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The College shall use the standards set forth in ORS 279C.375 and OAR 137-049-0390(2) to determine if a Proposer is Responsible. In the event the College determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279C.375 and shall reject the Proposal.
- 6.2. Contingent Proposals. (OAR 137-049-0280)** The Proposer must not make its Proposal contingent upon the College's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- 6.3. Non-Resident Proposers.** In determining the most Advantageous Responsible Proposal, the College shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
- 6.4. Identical Proposals.** When one or more Proposals are identical under OAR 137-046-0300, the College shall award a contract in accordance with the procedures set forth in OAR 137-046-0300.
- 6.5. Recycled Materials.** The College may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
- 6.6. Clarification of Proposals.** After Opening, the College may conduct discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
- 6.7. Negotiation.** The College may conduct discussions or negotiations with Proposers only in accordance with the requirements of OAR 137-049-0650. After Award of the contract, the College may only modify an awarded contract in accordance with OAR 137-049-0910.
- 6.8. Objective Criteria.** The College may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.
- 6.9. Pricing.** Pricing will be compared among all responsive Proposals submitted. The lowest overall priced Proposal will receive the full points available. All other Proposal pricing scores shall be weighted against the lowest price Proposal.

## 7. EVALUATION COMMITTEE

- 7.1.** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (the "Evaluators") representing the College, the Architect, and/or the general public, to review, evaluate and score Proposals according to the evaluation criteria set forth in this Solicitation. The College may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Working as a Committee or independently (at the discretion of the College) with copies of the written proposals, the Evaluators will independently

assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the College with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

## **8. INTERVIEWS**

- 8.1.** The evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. The top ranked Proposer, or Proposers if the scoring is close, may be invited to interview. The College will provide written notice to all Proposers of those Proposers the College decides to interview. If the evaluation committee conducts interviews, the interview process will be used to supplement and clarify the information contained in the proposal.
- 8.2.** Based upon proposal scoring, as modified by the interview, and the results of reference checks, the Proposers will be given final ranking by the evaluation committee. The final ranking will be provided to the College for a final decision to award a contract.
- 8.3.** The interview format and details about the interviews will be provided to those Proposers invited to interview.
- 8.4.** Interviews and any presentation materials will be at the Proposer's expense.
- 8.5.** The College reserves the right to conduct a second round of interviews if it will best serve the interests of the College. A maximum of 100 points will be available from the second interview and will be combined with the scores determined after the first interview.

## **9. NEGOTIATIONS - Pursuant to OAR 137-049-0650**

- 9.1.** Negotiations may occur at the College's discretion. The College reserves the right to negotiate any contract terms and conditions which it determines in the College's sole discretion to be in the best interest of the College. The College may only conduct discussions or negotiate with Proposers in accordance with OAR 137-049-0640(3).

## SECTION IV – PUBLIC CONTRACTING RULES

### 1. FORMAL SELECTION PROCEDURE

- 1.1. The College shall procure the Construction Manager/General Contractor (CM/GC) services in accordance with the Community College Rules of Procurement.

### 2. ELIGIBILITY TO PROPOSE - Pursuant to OAR 137-049-0230

- 2.1. **Construction Contracts.** The College will not consider a Person's Proposal to do Work as a Contractor, as defined in ORS 701.005(2), unless the Person has a current, valid certificate of registration issued by the Construction Contractors Board at the time the Offer is made.
- 2.2. **Landscape Contracts.** The College will not consider a Person's Proposal to do Work as a landscape Contractor as defined in ORS 671.520(2), unless the Person has a current, valid landscape Contractor's license issued pursuant to ORS 671.560 by the State Landscape Contractors Board at the time the Offer is made.
- 2.3. **Non-complying Entities.** The College will deem a Proposal received from a Person that fails to comply with this rule nonresponsive and will reject the Proposal as stated in ORS 279C.365(1)(k), unless contrary to federal law or subject to different timing requirements set by federal funding agencies.
- 2.4. **Asbestos Abatement Work.** The Contractor or a subcontractor under the contract must be licensed under ORS 468A.720 for asbestos abatement work.

### 3. PRE-PROPOSAL CONFERENCE - Pursuant to OAR 137-049-0240

- 3.1. **Purpose.** The College may hold pre-Proposal conferences with prospective Proposers prior to Closing, to explain the procurement requirements, obtain information, and/or to conduct site inspections.
- 3.2. **Required Attendance.** The College may require attendance at the pre-Proposal conference as a condition for submission of a Proposal. Unless otherwise specified herein, a mandatory attendance requirement is considered to have been met if, at any time during the mandatory meeting, a representative of an offering firm is present.
- 3.3. **Notice.** The Summary page of this Solicitation indicates the pre-Proposal conference scheduled date and time, and whether the pre-Proposal conference is mandatory or non-mandatory.
- 3.4. **Statements Not Binding.** Statements made by the College's representatives at the pre-Proposal conference do not change the Solicitation unless the College confirms such statements by Written Addendum.

### 4. ADDENDA - Pursuant to OAR 137-049-0250

- 4.1. **Issuance; Receipt.** The College may change this Solicitation only by Written Addenda. A Proposer must provide Written acknowledgement of receipt of all issued Addenda with their Proposal on the Proposer Certification.
- 4.2. **Notice and Distribution.** The College will publish notice of any and all Addenda on the BidLocker website. Addenda may be downloaded from the BidLocker website. It is the Proposers' responsibility to inquire about Addenda. Proposers should frequently check the BidLocker website until Closing about any Addenda issued, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing.

- 4.3. Timelines; Extensions.** The College will issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The College may extend the Closing if the College determines prospective Proposers need additional time to review and respond to Addenda. Except to the extent required by public interest, the College will not issue Addenda less than 72 hours before the Closing unless the Addendum also extends the Closing.
- 4.4. Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, a Proposer may submit a Written request for change or protest to the Addendum, as provided in OAR 137-049-0260, by the close of the College's next business day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under OAR 137-049-0260, whichever date is later. The College will consider only a Proposer's request for change or protest to the Addendum; the College will not consider a request for change or protest to matters not added or modified by the Addendum, unless the Proposer submits the request for change or protest before the deadline for the College's receipt of request for change or protests as set forth in OAR 137-049-0260(2) and (3).

## **5. REQUEST FOR CLARIFICATION OR CHANGE; SOLICITATION PROTESTS - Pursuant to OAR 137-049-0260**

- 5.1. Clarification.** Prior to the deadline for submitting a written request for change or protest, a Proposer may request that the College clarify any provision of the Solicitation. The College's clarification to a Proposer, whether orally or in Writing, does not change the Solicitation and is not binding on the College unless the College amends the Solicitation by Addendum.
- 5.2. Request for Change.**
- 5.2.1. Delivery.** A Proposer may request in writing a change to the specifications or contract terms and conditions. A Proposer must deliver the written request for change to the College not less than ten (10) Days prior to Closing or as stated in Section I SOLICITATION SCHEDULE. All requests must be submitted via e-mail to the attention to the person indicated on the Summary page of this Solicitation. (Proposer is responsible for ensuring receipt by the College.)
- 5.2.2. Content of Request for Change:**
- 5.2.2.1.** A Proposer's written request for change must include a statement of the requested change(s) to the contract terms and conditions, including any Specifications, together with the reason for the requested change.
- 5.2.2.2.** A Proposer must mark its request for change as follows:
- A. "Contract Provision Request for Change"; and
  - B. Solicitation number.
- 5.3. Protest.**
- 5.3.1. Delivery.** A Proposer may protest specifications or contract terms and conditions. A Proposer must deliver a written protest on those matters to the Finance & Procurement Manager, John MacLean, at john.maclean1@pcc.edu not less than ten (10) Days prior to Closing;
- 5.3.2. Content of Protest.**
- 5.3.2.1.** A Proposer's written protest must include:
- A. A detailed statement of the legal and factual grounds for the protest;
  - B. A description of the resulting prejudice to the Proposer; and

- C. A statement of the desired changes to the contract terms and conditions, including any Specifications.

**5.3.2.2.** A Proposer must mark its protest as follows:

- A. “Contract Provision Protest”; and
- B. Solicitation number.

- 5.4. College Response.** The College is not required to consider a Proposer’s request for change or protest after the deadline established for submitting such request or protest. The College will provide notice to the applicable Person if it entirely rejects a protest. If the College agrees with the Person's request or protest, in whole or in part, the College will either issue an Addendum reflecting its determination under OAR 137-49-0260 or cancel the Solicitation under OAR 137-49-0270.
- 5.5. Extension of Closing.** If the College receives a written request for change or protest from a Proposer in accordance with this Rule, the College may extend Closing if the College determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation.
- 5.6.** Protesters must exhaust all administrative remedies before seeking judicial review.

## **6. CANCELLATION OF SOLICITATION - Pursuant to OAR 137-049-0270**

- 6.1. Cancellation in the Public Interest.** The College may cancel a Solicitation for good cause if the College finds that cancellation is in the public interest. The College's reasons for cancellation will be made part of the Solicitation file.

## **7. PROPOSAL SUBMISSIONS - Pursuant to OAR 137-049-0280**

- 7.1. Offer and Acceptance.** The submitted Proposal is the Proposer's offer to enter into a contract.
  - 7.1.1.** The Offer is always a "Firm Offer," i.e., the Proposal must be held open by the Proposer for the College's acceptance for ninety (90) days. The College may elect to accept the Proposal at any time during the specified period, and the College's Award of the contract to a Proposer constitutes acceptance of the Offer and binds the Proposer to the contract.
  - 7.1.2.** Notwithstanding the fact that a competitive Proposal is a “Firm Offer” for the period specified above, the College may elect to discuss or negotiate certain contractual provisions, as identified in this Solicitation, with the Proposer. Where negotiation is permitted by the rules or this Solicitation document, Proposers are bound to an obligation to negotiate in good faith and only on those terms that the rules or the Solicitation has reserved for negotiation.
- 7.2. Responsive Proposal.** The College may award a contract only to a Responsible Proposer with a Responsive Proposal.
- 7.3. Contingent Proposals.** Except to the extent that a Proposer is authorized to propose certain terms and conditions pursuant to OAR 137-049-0650, a Proposer must not make a Proposal contingent upon the College's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- 7.4. Proposer’s Acknowledgement.** By signing and submitting a Proposal, the Proposer acknowledges they have read and understand the terms and conditions contained in the Solicitation and that they accept and agree to be bound by the terms and conditions of the Solicitation.
- 7.5. Instructions.** A Proposer must submit and sign their Proposal in accordance with SECTION III.
- 7.6. Forms.** Proposers must submit the form(s) required under SECTION VI.

- 7.7. Documents.** Proposers must provide the College with all documents and descriptive literature requested.
- 7.8. Facsimile or Electronic Submissions.** The College will not accept facsimile Proposals. Electronic Proposals may be submitted only if specifically allowed by this Solicitation, and only if a secure email address has been provided for Proposal submission.
- 7.9. Identification of Proposals.**
- 7.9.1.** To ensure proper identification and handling, Proposals must be submitted via BidLocker and must be identified with the Firm Name and Solicitation Number in accordance with SECTION III.
- 7.9.2.** The College is not responsible for Proposals submitted in any manner, format or to any delivery point other than as required in the Solicitation.
- 7.10. Receipt of Proposals.** Proposers are responsible for ensuring that the College receives their Proposal at the required delivery point prior to the Closing due date and time, regardless of the method used to submit the Proposal. Proposals must be submitted to and received by the person indicated on the Summary Page of this Solicitation, or designee, prior to the Closing due date and time in the manner indicated on the Summary Page.
- 7.10.1.** Failure to submit Proposals in accordance with the provisions of this Section will be grounds to declare the Proposal as nonresponsive.
- 7.11. Certification.** Proposers must (on the attached Proposer Certification):
- 7.11.1.** Identify whether the Proposer is or is not a "resident Proposer," as defined in ORS 279A.120(1);
- 7.11.2.** Indicate that the Proposer will comply with Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq;
- 7.11.3.** Provide certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
- 7.11.4.** Provide written acknowledgment of receipt of all Addenda.

## **8. ELECTRONIC PROCUREMENT - Pursuant to OAR 137-049-0310**

- 8.1.** Proposals must be submitted via BidLocker as indicated on the Summary Page of this Solicitation. The College will open electronic Proposals in accordance with the College's electronic security measures. Proposers assume the risk of premature disclosure due to submission to any other email address.
- 8.2. Failure of the E-Procurement System.** In the event of a failure of the College's electronic procurement system that interferes with the ability of Proposers to submit electronic Proposals, the College may cancel the Solicitation in accordance with OAR 137-049-0270, or may extend the date and time for receipt of Proposals by providing notice of the extension immediately after the electronic procurement system becomes available.

## **9. PRE-CLOSING MODIFICATION OR WITHDRAWAL - Pursuant to OAR 137-049-0320**

- 9.1. Modifications.** A Proposer may modify their Proposal in writing prior to the Closing. A Proposer shall prepare and submit any modification to its Proposal to the College in accordance with OAR 137-49-0280. Any modification must include the Proposer's statement that the modification amends and supersedes the prior Proposal. The Proposer shall hand deliver or mail its modification and mark

envelope as follows:

**9.1.1.** “Proposal Modification”; and

**9.1.2.** Solicitation Number.

**9.2. Withdrawals.**

**9.2.1.** A Proposer may withdraw its Proposal by Written notice submitted on the Proposer’s letterhead, signed by an authorized representative of the Proposer, hand delivered or mailed, and received by the College prior to the Closing. The Proposer or authorized representative of the Proposer may also withdraw its Proposal in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority;

**9.2.2.** The College may release an unopened withdrawn Proposal to the Proposer or its authorized representative, after voiding any date and time stamp mark;

**9.2.3.** The Proposer must mark the Written request to withdraw a Proposal as follows:

**9.2.3.1.** Proposal Withdrawal; and

**9.2.3.2.** Solicitation Number.

**9.3. Documentation.** The College will include all documents relating to the modification or withdrawal of Proposals in the Solicitation file.

**10. RECEIPT, OPENING, RECORDING & CONFIDENTIALITY OF PROPOSALS - Pursuant to OAR 137-049-0330:**

**10.1.** The Proposer is responsible for ensuring that the College receives its Proposal at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Proposal.

**10.2. Receipt.** The College will electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt.

**10.3. Opening and Recording.** Timely received Proposals will be opened, recorded, and prepared for evaluation pursuant to SECTION III. The College will not read Proposals aloud.

**11. LATE PROPOSALS, WITHDRAWALS AND MODIFICATIONS - Pursuant to OAR 137-049-0340**

**11.1.** Any Proposal received after the Closing date and time is late. A Proposer’s request for withdrawal or modification of a Proposal received after Closing is late. The College will not consider late Proposals, withdrawals or modifications except as permitted in OAR 137-049-0350 or OAR 137-049-0390.

**12. MISTAKES - Pursuant to OAR 137-049-0350**

**12.1. Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Proposers, the College will carefully consider whether to permit waiver, correction, or withdrawal of Proposals for certain mistakes.

**12.2. College Treatment of Mistakes.** The College will not allow a Proposer to correct or withdraw a Proposal for an error in judgment. If the College discovers certain mistakes in a Proposal after Opening, but before Award of the Contract, the College may take the following action:

**12.2.1.** The College may waive, or permit a Proposer to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the

Proposal, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers. Examples of minor informalities include a Proposer's failure to:

- 12.2.1.1.** Return the correct number of signed Proposals or the correct number of other documents required by the Solicitation Document;
  - 12.2.1.2.** Sign the Proposal in the designated block, provided a Signature appears elsewhere in the Proposal, evidencing an intent to be bound; and
  - 12.2.1.3.** Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Proposal that the Proposer received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality, or delivery.
- 12.2.2.** The College may correct a clerical error if the error is evident on the face of the Proposal or other documents submitted with the Proposal, and the Proposer confirms the College's correction in Writing. A clerical error is a Proposer's error in transcribing its Proposal. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item, or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Proposal). In the event of a discrepancy, unit prices shall prevail over extended prices.
- 12.2.3.** The College may permit a Proposer to withdraw a Proposal based on one or more clerical errors in the Proposal only if the Proposer shows with objective proof and by clear and convincing evidence:
- 12.2.3.1.** The nature of the error;
  - 12.2.3.2.** That the error is not a minor informality or an error in judgment;
  - 12.2.3.3.** That the error cannot be corrected or waived under Item 13.2.2 above;
  - 12.2.3.4.** That the Proposer acted in good faith in submitting a Proposal that contained the claimed error and in claiming that the alleged error in the Proposal exists;
  - 12.2.3.5.** That the Proposer acted without gross negligence in submitting a Proposal that contained a claimed error;
  - 12.2.3.6.** That the Proposer will suffer substantial detriment if the College does not grant the Proposer permission to withdraw the Proposal;
  - 12.2.3.7.** That the College's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the College or the public it represents; and
  - 12.2.3.8.** That the Proposer promptly gave notice of the claimed error to the College.
- 12.2.4.** The criteria in Item 12.2.3 above will determine whether the College will permit a Proposer to withdraw its Proposal after Closing. These criteria also will apply to the question of whether the College will permit a Proposer to withdraw its Proposal without forfeiture of its Proposal Security (or other Bid or Proposal bond/security) if any, or without liability to the College based on the difference between the amount of the Proposer's Proposal and the amount of the Contract actually awarded by the College, whether by Award to the next best Responsive and Responsible Proposer, or by resort to a new Solicitation.

**12.3. Rejection for Mistakes.** The College will reject any Proposal in which a mistake is evident on the face

of the Proposal and the intended correct Proposal is not evident or cannot be substantiated from documents submitted with the Proposal.

- 12.4. Identification of Mistakes after Award.** The procedures and criteria set forth above are the Proposer's only opportunity to correct mistakes or withdraw Proposals because of a mistake. Following Award, a Proposer is bound by its Proposal, and may withdraw its Proposal or rescind a Contract entered into pursuant to OAR 137 Division 49 only to the extent permitted by applicable law.

### **13. PROPOSAL EVALUATION CRITERIA - Pursuant to OAR 137-049-0380**

- 13.1. General.** A Public Improvement Contract, if Awarded, must be Awarded to the Responsible Proposer submitting the best Responsive Proposal.
- 13.2. Proposal Evaluation Criteria.** The evaluation criteria is set forth in SECTION III – RESPONSE AND EVALUATION.

### **14. PROPOSAL EVALUATION & AWARD; DETERMINATION OF RESPONSIBILITY - Pursuant to OAR 137-049-0390**

- 14.1. General.** If Awarded, the College will Award the Contract to the Responsible Proposer submitting the best, Responsive Proposal, provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract. See ORS 279C.375(3)(a). The College may award by item, groups of items, or the entire Proposal provided such Award is consistent with the Solicitation and in the public interest.
- 14.2. Determination of Responsibility.** Proposers are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the College must have information that indicates that the Proposer meets the standards of responsibility set forth in ORS 279.375(3)(b).
- 14.3. College Evaluation.** The College will evaluate a Proposal only as set forth in the Solicitation and in accordance with applicable law. The College will not evaluate a Proposal using any other requirement or criterion.
- 14.4. Proposer Submissions.**
- 14.4.1.** The College may require a Proposer to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to award:
    - 14.4.1.1.** Demonstration, inspection or testing of a product prior to award for characteristics such as compatibility, quality or workmanship;
    - 14.4.1.2.** Examination of such elements as appearance or finish; or
    - 14.4.1.3.** Other examinations to determine whether the product conforms to Specifications.
  - 14.4.2.** The College will evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation to determine that a product is acceptable. The College will reject a Proposal providing any product that does not meet the Solicitation requirements. The College's rejection of a Proposal because it offers non-conforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.
- 14.5. Evaluation of Proposals.** See OAR 137-049-0650 regarding rules applicable to Requests for Proposals. The College will evaluate Proposals only in accordance with criteria set forth in the Solicitation and applicable law. The College will evaluate Proposals to determine the Responsible Proposer submitting the best Responsive Proposal.

**15. NOTICE OF INTENT TO AWARD - Pursuant to 137-049-0395**

- 15.1. Notice.** At least seven (7) days before the Award of a Public Improvement Contract, the College will issue a Notice of the College's Intent to Award the Contract.
- 15.2. Form and Manner of Posting.** The form and manner of posting notice will conform to customary practices within the College's procurement system, and may be made electronically.
- 15.3. Finalizing Award.** The College's Award will not be final until the later of the following:
  - 15.3.1.** Seven (7) Days after the date of the notice, unless the Solicitation provided a different period for protest; or
  - 15.3.2.** The College provides a written response to all timely-filed protests that denies the protest and affirms the Award.
- 15.4. Prior Notice Impractical.** Posting of notice of intent to award will not be required when the College determines that it is impractical due to unusual time constraints in making prompt Award for its immediate procurement needs, documents the Contract file as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

**16. DOCUMENTATION OF AWARD; AVAILABILITY OF AWARD DECISIONS - Pursuant to OAR 137-049-0400**

- 16.1. Basis of Award.** After Award, the College will make a record showing the basis for determining the successful Proposer part of the College's Solicitation file.
- 16.2. Contract Document.** The College will deliver a fully executed copy of the final Contract to the successful Proposer.
- 16.3. Bid Tabulations and Award Summaries.** Upon request of any Person the College will provide evaluation summaries of Proposals.
- 16.4. Availability of Solicitation Files.** The College will make completed Solicitation files available for public review at the College.

**17. TIME FOR CONTRACTING AGENCY ACCEPTANCE; EXTENSION - Pursuant to OAR 137-049-0410**

- 17.1. Time for Offer Acceptance.** A Proposer's Proposal submitted as a Firm Offer is irrevocable, valid and binding on the Proposer for the period specified in this Solicitation.
- 17.2. Extension of Acceptance Time.** The College may request, orally or in writing, that Proposers extend, in writing, the time during which the College may consider and accept their Proposal. If a Proposer agrees to such extension, the Proposal shall continue as a Firm Offer, irrevocable, valid, and binding on the Proposer for the agreed-upon extension period.

**18. NEGOTIATIONS - Pursuant to OAR 137-049-0420**

- 18.1.** The College may conduct discussions or negotiations with Proposers only in accordance with the requirements of OAR 137-049-0640 and OAR 137-049-0650.

**19. REJECTION OF PROPOSALS - Pursuant to OAR 137-049-0440**

- 19.1.** Rejection of a Proposal.

- 19.1.1.** The College may reject any Proposal upon finding that to accept the Proposal may impair the integrity of the Procurement process or that rejecting the Proposal is in the public interest.
- 19.1.2.** The College will reject a Proposal upon the College's finding that the Proposal:
  - 19.1.2.1.** Is contingent upon the College's acceptance of terms and conditions (including Specifications) that differ from the Solicitation Document;
  - 19.1.2.2.** Takes exception to terms and conditions (including Specifications);
  - 19.1.2.3.** Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation or in contravention of applicable law;
  - 19.1.2.4.** Offers Work that fails to meet the Specifications of the Solicitation;
  - 19.1.2.5.** Is late;
  - 19.1.2.6.** Is not in substantial compliance with the Solicitation;
  - 19.1.2.7.** Is not in substantial compliance with all prescribed public Solicitation procedures.
- 19.1.3.** The College will reject a Proposal upon the College's finding that the Proposer:
  - 19.1.3.1.** Has not been prequalified under ORS 279C.430 and the College required mandatory prequalification;
  - 19.1.3.2.** Has been Disqualified;
  - 19.1.3.3.** Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries and the Contract is for a Public Work;
  - 19.1.3.4.** Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;
  - 19.1.3.5.** Has not met the requirements of ORS 279A.105 if required by the Solicitation;
  - 19.1.3.6.** Has not submitted properly executed Proposal security if required by the Solicitation;
  - 19.1.3.7.** Has failed to provide the Certification of Non-Discrimination required under OAR 137-049-0440(3);
  - 19.1.3.8.** Is not Responsible. See OAR 137-049-0390(2) regarding College determination that the Proposer has met statutory standards of responsibility.
- 19.2. Form of Business.** The College may investigate any Person submitting a Proposal. The investigation may include that Person's officers, directors, owners, Affiliates, or any other Person acquiring ownership of the Person to determine application of this rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and OAR 137-049- 0370.
- 19.3. Certification of Non-Discrimination.** The Proposer must certify and deliver to the College as part of their Proposal, written certification (see attached Proposer Certification) that the Proposer has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so will be grounds for disqualification.
- 19.4. Rejection of all Proposals.** A College may reject all Proposals for good cause upon the College's written finding it is in the public interest to do so. The College will notify all Proposers of the rejection of all Proposals, along with the good cause justification and finding.
- 19.5. Criteria for Rejection of All Proposals.** The College may reject all Proposals upon a Written finding that:

- 19.5.1. The content of or an error in the Solicitation, or the Solicitation process unnecessarily restricted competition for the Contract;
- 19.5.2. The price, quality, or performance presented by the Proposers is too costly or of insufficient quality to justify acceptance of the Proposals;
- 19.5.3. Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;
- 19.5.4. Causes other than legitimate market forces threaten the integrity of the competitive Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation;
- 19.5.5. The College cancels the Solicitation in accordance with OAR 137-049-0270; or
- 19.5.6. Any other circumstance indicating that awarding the Contract would not be in the public interest.

## 20. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD - Pursuant to OAR 137-049-0450

- 20.1. **Purpose.** An adversely affected or aggrieved Proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the College's Contractor selection or Contract Award decision.
- 20.2. **Notice of Competitive Range.** Unless otherwise provided in the RFP, when the competitive Proposal process is authorized under OAR 137-049-0650, the College will provide written notice to all Proposers of the College's determination of the Proposers included in the Competitive Range. The College's notice of the Proposers included in the Competitive Range will not be final until the later of the following:
  - 20.2.1. Three (3) Days after the date of the notice, unless otherwise provided herein; or
  - 20.2.2. Until the Contracting Agency provides a written response to all timely-filed protests that denies the protest and affirms the notice of the Proposers included in the Competitive Range.
- 20.3. **Notice of Intent to Award.** The College will provide written notice to all Proposers of the College's intent to award the Contract.
- 20.4. **Right to Protest Award.**
  - 20.4.1. An adversely affected or aggrieved Proposer may submit to the College a written protest of the College's intent to award within seven (7) days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation.
  - 20.4.2. The Proposers protest must be in writing and must specify the grounds upon which the protest is based.
  - 20.4.3. A Proposer is adversely affected or aggrieved only if the Proposer is eligible for Award of the Contract as the Responsible Proposer submitting the best Responsive Proposal and is next in line for Award, i.e., the protesting Proposer must claim that all higher scored Proposers are ineligible for Award:
    - 20.4.3.1. Because their Proposals were non-responsive; or
    - 20.4.3.2. The College committed a substantial violation of a provision in the Solicitation or of an applicable procurement statute or administrative rule, and the protesting

Proposer was unfairly evaluated and would have, but for such substantial violation, been the Responsible Proposer with the highest-ranked Proposal.

**20.5. Right to Protest Competitive Range.**

- 20.5.1.** An adversely affected or aggrieved Proposer may submit to the College a written protest of the College's decision to exclude the Proposer from the Competitive Range within three (7) days after issuance of the notice of the Competitive Range, unless a different protest period is provided in the Solicitation. (See procedural requirements for the use of RFPs at OAR 137-049-0650.)
  - 20.5.2.** The Proposer's protest must be in writing and must specify the grounds upon which the protest is based.
  - 20.5.3.** A Proposer is adversely affected only if the Proposer is responsible and submitted a Responsive Proposal and is eligible for inclusion in the Competitive Range, i.e., the protesting Proposer must claim it is eligible for inclusion in the Competitive Range if all ineligible higher-scoring Proposers are removed from consideration, and that those ineligible Proposers are ineligible for inclusion in the Competitive Range because:
    - 20.5.3.1.** Their Proposals were not responsive; or
    - 20.5.3.2.** The Contracting Agency committed a substantial violation of a provision in the RFP or of an applicable Procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.
  - 20.5.4.** The College will not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation. A Proposer may not protest the College's decision not to increase the size of the Competitive Range.
- 20.6. Authority to Resolve Protests.** The College's Purchasing Manager may settle or resolve a written protest submitted in accordance with the requirements of this rule.
- 20.7. Decision.** If a protest is not settled, the College President, or designee, will promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.
- 20.8. Award.** The successful Proposer must promptly execute the Contract after the Award is final. The College will execute the Contract only after it has obtained all applicable required documents and approvals.

**21. COMPETITIVE PROPOSALS; PROCEDURE - Pursuant to OAR 137-049-0640**

- 21.1.** The College may utilize the following Solicitation process for Public Improvement Contracts, allowing flexibility in both Proposal evaluation and Contract negotiation, only in accordance with ORS 279C.330 to 279C.337, 279C.400 to 279C.410 and OAR 137-049-0600 to 137-049-0690, unless other applicable statutes control the College's use of competitive Proposals for Public Improvement Contracts. Also see the subdivision of rules in this division 49 entitled "Formal Procurement Rules," 137-049-0200 to 137-049-0480, and RFP related rules under the Alternative Contracting Methods subdivision at 137-049-0640 to 137-049-0660. The Solicitation process for the Alternative Contracting Methods identified in OAR 137-049-0600 to 137-049-0690 includes the following steps:
  - 21.1.1. Proposal Evaluation.** Factors in addition to price may be considered in the selection process, but only as set forth in the Solicitation. Proposal evaluation shall be as objective as possible. Evaluation factors need not be precise predictors of future costs and performance, but to the extent possible such evaluation factors shall:

- 21.1.1.1.** Be reasonable estimates based on information available to the Contracting Agency;
- 21.1.1.2.** Treat all Proposals equitably; and
- 21.1.1.3.** Recognize that public policy requires that Public Improvements be constructed at the least overall cost to the College. See ORS 279C.305. For CM/GC Services Proposal evaluations, the Contracting Agency must comply with ORS 279C.337.

## **21.2. Evaluation Factors.**

- 21.2.1.** In basic negotiated construction contracting, where the only reason for an RFP is to consider factors other than price, those factors may consist of firm and personnel experience on similar projects, adequacy of equipment and physical plant, sources of supply, availability of key personnel, financial capacity, past performance, safety records, project understanding, proposed methods of construction, proposed milestone dates, references, service, and related matters that could affect the cost or quality of the Work.
- 21.2.2.** In CM/GC contracting, in addition to 21.2.1 above, those factors may also include the ability to respond to the technical complexity or unique character of the project, analyze and propose solutions or approaches to complex project problems, analyze and propose value engineering options, analyze and propose energy efficiency measures or alternative energy options, coordinate multiple disciplines on the project, effectively utilize the time available to commence and complete the improvement, and related matters that could affect the cost or quality of the Work.
- 21.3. Contract Negotiations.** Contract terms may be negotiated to the extent allowed by the Solicitation and OAR 137-049-0600 to 137-049-0690, provided that the general Work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the Solicitation. See 137-049-0650. Terms that may be negotiated consist of details of Contract performance, methods of construction, timing, assignment of risk in specified areas, fee, and other matters that could affect the cost or quality of the Work. For the CM/GC Method, terms that may be negotiated also include the specific scope of pre-construction services, the GC Work, any Early Work and other construction Work to be performed by the CM/GC, and any other terms that the Contracting Agency has identified as being subject to negotiation, consistent with the requirements of OAR 137-049-0690.

## **22. PROPOSAL COSTS**

- 22.1.** The College is not liable for any costs incurred by the Proposer in its Proposal preparation.

## **23. OPPORTUNITY TO DEBRIEF**

- 23.1.** Upon written request, the College will meet with proposers not selected within 30 days. Written requests must be submitted within 15 days following the issuance of the Notice of Intent to Award.

## **24. CONFIDENTIALITY OF PROPOSALS**

- 24.1.** The College is subject to the Oregon Public Records Law (ORS 192.311 to 192.338), which requires the College to disclose all records generated or received in the transaction of College business, except as expressly exempted in ORS 192.345, 192.355, or other applicable law. The College may withhold from disclosure confidential information pursuant to ORS 192.345 or 192.355.
- 24.2.** The College will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

- 24.3.** All pages containing the records exempt from disclosure must be marked “confidential” and segregated in the following manner:
- 24.3.1.** It must be clearly marked in bold and on each page of the confidential document.
  - 24.3.2.** It must be kept separate from the other Proposal documents in a separate envelope or package and electronic folder.
- 24.4.** Where this specification conflicts with other formatting and response instruction specifications, this specification will prevail. Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.” This statement, “Refer to confidential information enclosed”, must be inserted in the place where the requested information was to have been placed.
- 24.5.** Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire Proposal must not be marked confidential. Should a Proposal be submitted in this manner, no portion of it will be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- 24.6.** Notwithstanding the above procedures, the College reserves the right to disclose information that the College determines, in its sole discretion, is not exempt from disclosure or that the College is directed to disclose by the College’s legal counsel or a court of competent jurisdiction. Prior to disclosing such information, the College will notify the Proposer. If the Proposer disagrees with the College decision, the College may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

## SECTION V – PUBLIC WORKS REQUIREMENTS

### 1. PUBLIC WORKS REQUIREMENTS

- 1.1. This Solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable). No Proposal will be received or considered by the College unless the Proposal contains a statement by the Proposer, as a part of its Proposal, that the provisions of ORS 279C.800 to 279C.870 (prevailing wage rates paid to employees) or the Davis Bacon Act (40 U.S.C. 3141 et seq if applicable) are to be complied with (see Proposer Certification).

### 2. REGISTRATION REQUIREMENTS

- 2.1. Proposers must be currently registered with the Construction Contractors Board as required by ORS 701.021, or licensed by the State Landscape Contractors Board, as required by ORS 671.530, or licensed by the Department of Environmental Quality, as required by ORS 468A.710 (Air Quality), if required, holding the proper registration for the work contemplated herein, at the time of Proposal submittal. All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board, State Landscape Contractors Board or Department of Environmental Quality, as required, at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

### 3. BOLI/PWR REQUIREMENTS - Pursuant to ORS 279C.800 to 279C.870

- 3.1. All Contractors and subcontractors will abide by the latest determination of the Prevailing Wage Rates (PWR) as scheduled and published for the applicable region by the U.S. Department of Labor and the Oregon Bureau of Labor and Industries (BOLI) and will abide by all amendments, decisions, and related regulations of these agencies. Specifically:
  - 3.1.1. The Contractor is required to pay workers not less than prevailing wage rates the applicable Region through the contract period.
  - 3.1.2. If the Contractor fails to pay for labor and services, the College can pay and will withhold these amounts from payments to the Contractor. OAR 839-025-0020(2)(a).
  - 3.1.3. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required. OAR 839-025-0020(2)(b).
- 3.2. For this contract, the 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries will be the Prevailing Wage Rates for Public Works Contracts that are in effect when the Contract becomes a public works contract either when the Contract first constitutes a binding and enforceable obligation on the part of the Contractor to perform or arrange for the performance of construction, preconstruction, major renovation, or painting of an improvement that is a public works or when the Contract enters the construction phase, whichever occurs first. OAR 839-025-0020(8).
- 3.3. For example, the Contractor will have a binding and enforceable obligation to perform or arrange for the performance of construction, reconstruction, major renovation, or painting of an improvement after the College and Contractor commit to the guaranteed maximum price.
- 3.4. For purposes of this rule, the CM/GC Contract enters the construction phase when the College first authorizes the performance of early construction, reconstruction, major renovation, or painting work directly related to the improvement project.
- 3.5. The rates may be found at the following web site:  
<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

#### 4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS - Pursuant to OAR 137-049-0460

##### 4.1. Performance and Payment Bonds.

- 4.1.1. Pursuant to ORS 279C.380, the Contractor shall furnish performance and payment bonds upon execution of an amendment establishing the guaranteed maximum price. The Contractor shall also provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.
- 4.1.2. Bonds shall be effective from the Contract date through the Final Completion of the Contract.
- 4.1.3. Bonds must be furnished by a surety company authorized to do business in Oregon and in an amount equal to the full Contract Price. The bonding company shall be listed on the most current US Government Treasury list, Department Circular 570 or as approved by the College. The cost of the Bonds shall be included in the Contract Sum. The form of the Performance and Payment Bonds shall be the AIA A312 or as approved by the College.

##### 4.2. Public Works Bond.

- 4.2.1. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect must be provided to the College prior to Contract signing, after the award of this Solicitation.
- 4.2.2. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.
- 4.2.3. ORS 279C.836 provides exemptions from the bond requirements for certified disadvantaged, minority, women, service-disabled veteran owned or emerging small business enterprises. It is the Contractor's responsibility to notify the College if an exemption applies to the Contractor.
- 4.2.4. The Public Works Bond must be furnished by a surety company authorized to do business in Oregon.

##### 4.3. Bid Bond. No bid bond is required for this Solicitation.

- 4.4. **Time for Submission.** The apparent successful Proposer must promptly furnish the required performance security upon the College's request. If the Proposer fails to furnish the security as requested, the College may reject the Proposal and award the Contract to the Responsible Proposer with the next highest-scoring Responsive Proposal.

#### 5. SUBSTITUTE CONTRACTOR - Pursuant to OAR 137-049-0470

- 5.1. If the Contractor provided a performance bond, the College may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must perform all remaining Contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and shall not be subject to the competitive procurement provisions of ORS Chapter 279C.

#### 6. FOREIGN CONTRACTOR - Pursuant to OAR 137-049-0490

- 6.1. If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor must

promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, contract duration, and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report must be forwarded to the College. The College shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

## **7. CERTIFIED PAYROLL WITHHOLDING - Pursuant to ORS 279C.845**

- 7.1.** The Contractor or the Contractor's surety shall file certified payroll statements with the College as required by BOLI.
- 7.2.** If a prime contractor does not file certified payroll as required (at least once per month), the College will withhold 25% of amounts due to the prime contractor, in addition to any other required Retainage.
- 7.3.** If a first-tier subcontractor does not file certified payroll reports as required, the prime contractor must withhold 25% of amounts due the first-tier subcontractor.
- 7.4.** Once certified payroll reports are submitted, the College or prime contractor are to pay amounts withheld within 14 days.
- 7.5.** The College is not required to verify the truth of the contents of certified statements filed by the Contractor. Neither the College nor the prime contractor is required to verify the truth of the contents of the certified payroll reports filed by a subcontractor.

## **8. DRUG TESTING REQUIREMENTS**

- 8.1.** ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposers are therefore required to certify that they have an employee drug-testing program in place that applies to all employees, and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a program shall constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all College property.

## **9. OTHER TERMS AND CONDITIONS**

- 9.1.** The Contractor must understand and agree to comply with the following:
- 9.2.** Provide prompt payment to all Persons supplying labor or material for the performance of the work; Pay all contributions or amounts due the Industrial Accident Fund; Not permit any lien or claim to be filed or prosecuted against the College; and Pay to the Department of Revenue all sums withheld from employees (ORS 279C.505(1));
- 9.3.** Demonstrate that an employee drug testing program is in place and maintained (ORS 279C.505(2));
- 9.4.** If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective;
- 9.5.** If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
- 9.6.** If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services provided to the Contractor or a subcontractor, the College may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor, as set forth in ORS 279C.515(1);

- 9.7. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the College or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges. (ORS 279C.515(2));
- 9.8. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. (ORS 279C.515(3));
- 9.9. Abide by maximum hours of labor and overtime as set forth in ORS 279C.520(1);
- 9.10. Provide employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2);
- 9.11. Abide by environmental and natural resources regulations (279C.525);
- 9.12. Make required payments for medical care and certain services related to sickness and injury to employees (ORS 279C.530);
- 9.13. Understand all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2));
- 9.14. Abide by maximum hours, holidays and overtime (ORS 279C.540);
- 9.15. Abide by time limitation on claims for overtime (ORS 279C.545);
- 9.16. Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- 9.17. File required BOLI Public Works bond(s), including subcontractors (ORS 279C.830(2))
- 9.18. Follow Retainage rules (ORS 279C.550 to 279C.570);
- 9.19. Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- 9.20. Maintain relations with subcontractors (ORS 279C.580);
- 9.21. Make notice of claim (ORS 279C.605);
- 9.22. Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385;
- 9.23. Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board, licensed by the State Landscape Contractors Board in accordance with ORS 701.021 to 701.050, or licensed under ORS 468A.720 (Air Quality), if required, before the subcontractors commence Work under the Contract.

Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the College's prior Written consent. Unless otherwise agreed by the College in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the College consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the College for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the College otherwise agrees in Writing.

## SECTION VI – ATTACHMENTS

### PROPOSAL SUBMISSION CHECKLIST

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**The following Attachments must be signed and returned as part of the Proposal:**

ATTACHMENT A – PROPOSER CERTIFICATION

ATTACHMENT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

ATTACHMENT C – AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

ATTACHMENT D – NON-CONFLICT OF INTEREST CERTIFICATION

ATTACHMENT E – PROPOSER RESPONSIBILITY FORM

ATTACHMENT F – PROPOSER REFERENCE FORM

ATTACHMENT G – PRICE SCHEDULE

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The following attachment(s) are **NOT** to be returned with the Proposal. The content of these attachment(s) must be reviewed by the Proposer. The terms and conditions are incorporated in this Solicitation and will apply to the Contract to be executed for the work.

ATTACHMENT H – COST RESPONSIBILITY MATRIX

ATTACHMENT I SAMPLE CONTRACT: AIA A133-2017 Contract

ATTACHMENT J SMALL BUSINESS DEVELOPMENT PROGRAM

ATTACHMENT K WORKFORCE TRAINING & HIRING PROGRAM

ATTACHMENT L RESPECTFUL WORKPLACE PROGRAM

ATTACHMENT M GOOD FAITH EFFORTS GUIDANCE

ATTACHMENT N WORKFORCE PLAN FORM

ATTACHMENT O CLEAN AIR CONSTRUCTION STANDARDS

ATTACHMENT P PROJECT NARRATIVE

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## PROPOSAL SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS, AFFIDAVITS AND DETAILED PROPOSAL CONTENT REQUIREMENTS AS SPECIFIED IN SECTION III – RESPONSE AND EVALUATION MUST BE INCLUDED IN PROPOSALS.**

**REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS**

The following certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.

- PROPOSER CERTIFICATION. (Attachment A) - This serves as the cover sheet for your Proposal.
- CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR. (Attachment B)
- AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment C)
- NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment D)
- PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment E)
- PROPOSER REFERENCE FORMS – Include the # specified on the form. (Attachment F)
- PRICE SCHEDULE. (Attachment G)

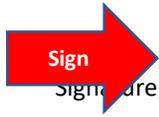
**DETAILED PROPOSAL CONTENTS**

Detailed Proposal Contents are specified in SECTION III - RESPONSE AND EVALUATION

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*This checklist is provided for the Proposer's convenience in assembling your Proposal and is NOT required to be returned with the Proposal.*

## ATTACHMENT A - PROPOSER CERTIFICATION



Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Please type or print)

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm/Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

The Proposer certifies and agrees:

1. The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to: the intention to submit a Proposal, or the methods or factors used to calculate the prices Proposed.
2. The Proposer has read and understands the Terms and Conditions, Specifications, Addenda (if any), Contract and all other documents pertaining to this Project. That the Contract is, in their opinion, adequate, feasible, and complete for performing the Work and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract. That they have, or have available, the equipment, personnel, materials, facilities and technical and financial ability necessary to complete the Work in accordance with the Contract documents and within the time specified therein. That they have made allowances for normal inclement weather indigenous to the Project site.
3. The Proposer, having become completely familiar with the local conditions and legal requirements affecting the cost of Work at the place where Work is to be executed, and having carefully examined the site conditions as they currently exist, agrees to provide all labor, materials, plant, equipment, transportation and other facilities and services as necessary and/or required to execute all of the Work described by the aforesaid documents.
4. The Proposer acknowledges that the Project Milestones in SECTION II - STATEMENT OF WORK contains certain specific dates. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between Contractor and the College. All dates indicate 5:00 PM Pacific Time.
5. The Proposer agrees to complete the work within the number of calendar days as stipulated in the Contract and to meet the Milestones and Specific Dates set forth in SECTION II – STATEMENT OF WORK and acknowledges that their failure to achieve substantial and/or Final Completion by these stipulated dates, or by any College authorized extension thereto, subjects the Contractor to liquidated damages for failure to perform, as further defined in the Contract.
6. The Proposer agrees to provide insurance as required in the sample Contract Terms and Conditions (see Attachments).
7. The Proposer agrees to execute the formal Contract within five (5) days from date of Notice of Acceptance of this Proposal, and in the case the undersigned fails or neglects to execute the Contract and the undersigned is considered having abandoned the Contract by the College, the Proposal security, if any, will be forfeited.
8. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
9. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws,



SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-074-RFP  
Rock Creek B7 Chemistry Labs CM/GC  
ATTACHMENT A - *continued*

and that no legal requirement has been or will be violated in making or accepting this Proposal.

10. The Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board. (The College will not receive or consider a Proposal for a Public Improvement unless the Proposer is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board).

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

Landscape Contractors Board License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

11. The Proposer, pursuant to ORS 279A.120(1), (check one) is \_\_\_/is not\_\_\_ a resident Proposer.

If not, indicate State of residency\_\_\_\_\_.

12. The Proposer certifies that the required Statutory Public Works Bond has been filed with the Construction Contractor’s Board.
13. The Proposer agrees to be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable).
14. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontract.
15. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
16. Any Proposal of a Contractor or subcontractor listed on BOLI’s List of Ineligibles will be rejected.
17. Please indicate whether your business is certified under ORS 200.055 as any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Minority-Owned Business           | <input type="checkbox"/> Woman-Owned Business                    |
| <input type="checkbox"/> Emerging Small Business           | <input type="checkbox"/> Service-Disabled Veteran Owned Business |
| <input type="checkbox"/> Disadvantaged Business Enterprise |  |

18. Please indicate whether your business is certified by the Washington State Office of Minority & Women’s Business Enterprises:

State Certification(s):

- |  |  |
|--|--|
| <input type="checkbox"/> Minority Business Enterprise (MBE)                                | <input type="checkbox"/> Woman Business Enterprise (WBE)       |
| <input type="checkbox"/> Minority Women Business Enterprise (MWBE)                         | <input type="checkbox"/> Combination Business Enterprise (CBE) |
| <input type="checkbox"/> Socially & Economically Disadvantaged Business Enterprise (SEDBE) |  |

Federal Certification(s):

- |  |  |
|--|--|
| <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) | <input type="checkbox"/> Small Business Enterprise (SBE) |
|--|--|

19. Certification status is not part of award evaluation process.
20. The Proposer acknowledges receipt of the following addenda: (List by number and date appearing on addendum.)

<u>Addendum Number</u>	<u>Date</u>	<u>Addendum Number</u>	<u>Date</u>
1	June 12, 2025	4	June 25, 2025
2	June 12, 2025		
3	June 23, 2025		

This Solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870.



## ATTACHMENT B - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete A *OR* B below:**

### A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP

I certify under penalty of perjury that Contractor is a [check one]:  Corporation  
 Limited Liability Company  Partnership authorized to do business in the State of Oregon

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Signature	Title	Date
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### B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

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Signature	Title	Date
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## ATTACHMENT C - AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS

\_\_\_\_\_  
(Proposer)

I state that:

- (1) The correct taxpayer identification numbers are:  
A. Federal Employer ID Number (EIN): \_\_\_\_\_ B. Employer's Oregon ID Number: \_\_\_\_\_
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this Proposal must be arrived at independently and without consultation, communication or agreement with any other Supplier, Proposer or potential Proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, will be disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Proposal or other complementary Proposal.
- (6) The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
- (7) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Portland Community College in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and will be treated as fraudulent concealment from Portland Community College of the true facts relating to the submission of Proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.



\_\_\_\_\_  
(Affiant's Signature)

STATE OF OREGON

County of \_\_\_\_\_

Signed and sworn to before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (Affiant's name)

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT D - NON-CONFLICT OF INTEREST CERTIFICATION****Issuing Agency:** Portland Community College

I, \_\_\_\_\_ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify Portland Community College and disqualify my Bid/Proposal.

**"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF PORTLAND COMMUNITY COLLEGE."**

 Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please type or print)

Title: \_\_\_\_\_

Firm/Company Name: \_\_\_\_\_  
(Please type or print)

Date: \_\_\_\_\_

**ATTACHMENT E - PROPOSER RESPONSIBILITY FORM****(PROPOSER'S QUALIFICATIONS AND FINANCIAL INFORMATION)****DECLARATION AND SIGNATURES**

The undersigned hereby declares that they are duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the College of Proposer non-responsibility.

Date: \_\_\_\_\_

  
Signature: \_\_\_\_\_Name: \_\_\_\_\_  
(Please type or print)Title: \_\_\_\_\_  
(Please type or print)Firm/Company: \_\_\_\_\_  
(Please type or print)

CCB#: \_\_\_\_\_

**Instructions**

- 1. The information provided in this form is part of the College's inquiry concerning Proposer responsibility. Please print clearly or type.**
- 2. If you need more space, use plain paper. Submit completed form with Proposal response.**
- 3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposal is not a responsible Proposal.**

**RELIABILITY**

Has your company ever been declared in breach of any contract for unperformed or defective work?

Yes.     No.

If “yes”, explain.

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Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?     Yes.     No.

If “yes,” explain.

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Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?     Yes.     No.

If “yes,” explain.

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Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?

Yes.     No.

If “yes,” explain.

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Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract?     Yes.     No.

If “yes,” explain.

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SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT E - *continued*

**FINANCIAL RESOURCES**

Indicate the Contractors total bonding capacity amount: \$\_\_\_\_\_

What portion of this amount remains available at time of completion of this form? \$\_\_\_\_\_

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case?  Yes.  No.

If “yes,” explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Does your firm have any outstanding judgments pending against it?  Yes.  No.

If “yes,” explain. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000?  Yes.  No.

If “yes,” explain. (Include court, case number and party names.)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation.  Yes.  No.

If “yes,” explain. (Include court, case number and party names.)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Have you or any of your affiliates discontinued business operation with outstanding debts?  Yes.  No.

If “yes,” explain.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT E - *continued*

**CURRENT CONTRACTS IN FORCE**

ITEM	CONTRACT 1	CONTRACT 2
A. Work Location		
B. Scope of Work;		
Check box:	<input type="checkbox"/> New Construction <input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction <input type="checkbox"/> Re-Construction
C. Contract Amount	\$	\$
D. Change Order Amount	\$	\$
E. % Completed	%	%
F. Est. Completion Date		
G. Owner's Name		
H. Owner Contact		
I. Telephone	(    )	(    )
J. E-Mail Address		
ITEM	CONTRACT 3	CONTRACT 4
A. Work Location		
B. Scope of Work;		
Check box:	<input type="checkbox"/> New Construction <input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction <input type="checkbox"/> Re-Construction
C. Contract Amount	\$	\$
D. Change Order Amount	\$	\$
E. % Completed	%	%
F. Est. Completion Date		
G. Owner's Name		
H. Owner Contact		
I. Telephone	(    )	(    )
J. E-Mail Address		



SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT E - *continued*

**LARGEST SIMILAR CM/GC JOBS YOU HAVE COMPLETED IN THE LAST TEN YEARS**

ITEM	CONTRACT 1		CONTRACT 2	
A. Work Location				
B. Scope of Work;				
Check box:	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction
C. Contract Amount	\$		\$	
D. Change Order Amount	\$		\$	
E. % Completed	%		%	
F. Completion Date				
G. Owner's Name				
H. Owner Contact				
I. Telephone	(    )		(    )	
J. Owner's E-Mail Address				
K. Architect Name				
L. Architect Contact				
M. Architect Telephone	(    )		(    )	
ITEM	CONTRACT 3		CONTRACT 4	
A. Work Location				
B. Scope of Work;				
Check box:	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction	<input type="checkbox"/> New Construction	<input type="checkbox"/> Re-Construction
C. Contract Amount	\$		\$	
D. Change Order Amount	\$		\$	
E. % Completed	%		%	
F. Completion Date				
G. Owner's Name				
H. Owner Contact				
I. Telephone	(    )		(    )	
J. Owner's E-Mail Address				
K. Architect Name				
L. Architect Contact				
M. Architect Telephone	(    )		(    )	



SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT E - *continued*

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS**

ITEM	SURETY COMPANY 1	SURETY COMPANY 2
A. Company Name		
B. Contact's Name		
C. Telephone	(    )	(    )
D. Fax	(    )	(    )
E. E-Mail Address		
PRESENT AMOUNT OF BONDING COVERAGE (\$):	HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED <i>(If Yes, please provide detailed information in Remarks)</i>  <input type="checkbox"/> YES <input type="checkbox"/> NO	DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS <i>(If Yes, please provide detailed information in Remarks)</i>  <input type="checkbox"/> YES <input type="checkbox"/> NO



SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT E - *continued*

### KEY PERSONNEL

List the principal individuals of your company, their current job title, the total years of experience they have in the construction industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation’s stock. Limited liability companies list members who own 5% or more of company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	
ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Construction	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised -\$	
E. Largest number of employees ever supervised	



## ATTACHMENT F - PROPOSER REFERENCE FORM

PROPOSER REFERENCE FORM FOR \_\_\_\_\_  
(Insert Name of Proposer)

Check One:     Owner     Architect     Subcontractor     Other \_\_\_\_\_

*Proposer shall provide seven (7) references and shall use a separate copy of this form for each reference.*

Date(s) Work Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of Project(s): \$ \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

## ATTACHMENT G – PRICE SCHEDULE

Please fill out completely with your proposed fees and compensation for the following items:

Item	Percentage (%)*	Estimated Construction Cost	Extended Cost (\$)
Phase 1 – Preconstruction Services	%	\$3,000,000.00	\$
Phase 2 – Construction Services – CM/GC Fee	%	\$3,000,000.00	\$
Warranty Bond	%	\$3,000,000.00	\$
Performance & Payment Bonds	%	\$3,000,000.00	\$
<b>TOTAL =</b>			\$

Should an OCIP not be in place, please provide the insurance rate to be used: \_\_\_\_\_

\*This percentage is to be multiplied by the Estimated Construction Costs for the project.  
Construction Costs = General Conditions Work Cost + Direct Cost of the Work (“GC/DC” Costs).  
\$3,000,000.00 will be used for the Construction Costs for proposal evaluation purposes.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_



## ATTACHMENT H – COST RESPONSIBILITY MATRIX

~~~~ Cost Responsibility Matrix follows ~~~~

SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT H - *continued*

| COST RESPONSIBILITY MATRIX                                                                                        |                  |                              |                         |               |                 |                   |
|-------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------|---------------|-----------------|-------------------|
| Description of Services                                                                                           | Pre-Construction | General Conditions Work Cost | Direct Cost of the Work | Change Orders | GMP Contingency | Owner/ Other Cost |
| "SOW" Services outlined in the RFP                                                                                | X                |                              |                         |               |                 |                   |
| Value Engineering, Cost Estimating & Target Value for design development and construction document project phases | X                |                              |                         |               |                 |                   |
| Program Validation of Basis of Design - scope of work and target cost                                             | X                |                              |                         |               |                 |                   |
| Schedule, logistics and relocation services planning                                                              | X                |                              |                         |               |                 |                   |
| Constructability reviews                                                                                          | X                |                              |                         |               |                 |                   |
| BIM management plan support and coordination with A/E                                                             | X                |                              |                         |               |                 |                   |
| Non-destructive site investigations and constructability reviews                                                  | x                |                              |                         |               |                 |                   |
| Subcontractor planning and procurement development                                                                | X                |                              |                         |               |                 |                   |
| All Precon Services leading up to GMP                                                                             | X                |                              |                         |               |                 |                   |
| Meetings during planning and design phase through GMP                                                             | X                |                              |                         |               |                 |                   |
| Destructive testing                                                                                               |                  |                              |                         |               |                 | x                 |
| <b>Contractor - Key Personnel including but not limited to:</b>                                                   |                  |                              |                         |               |                 |                   |
| Senior Project Manager / Project Director                                                                         |                  | X                            |                         |               |                 |                   |
| Project Executive (for project specific time only)                                                                |                  | X                            |                         |               |                 |                   |
| Project Manager                                                                                                   |                  | X                            |                         |               |                 |                   |
| Superintendence/Coordination                                                                                      |                  | X                            |                         |               |                 |                   |
| Project Engineer(s)                                                                                               |                  | X                            |                         |               |                 |                   |
| Field Engineer(s)                                                                                                 |                  | X                            |                         |               |                 |                   |
| MEP & CxA Coordinator(s)                                                                                          |                  | X                            |                         |               |                 |                   |
| Project Coordinator(s)                                                                                            |                  | X                            |                         |               |                 |                   |
| LEED Coordinator                                                                                                  |                  | X                            |                         |               |                 |                   |
|                                                                                                                   |                  |                              |                         |               |                 |                   |
| BIM Coordinator                                                                                                   |                  | X                            |                         |               |                 |                   |
| Project Administrative support and project assistance                                                             |                  | X                            |                         |               |                 |                   |

SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT H - *continued*

| <b>COST RESPONSIBILITY MATRIX</b>                                                           |                  |                              |                         |               |                 |                   |
|---------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------|---------------|-----------------|-------------------|
| Description of Services                                                                     | Pre-Construction | General Conditions Work Cost | Direct Cost of the Work | Change Orders | GMP Contingency | Owner/ Other Cost |
| Intern(s)                                                                                   |                  | X                            |                         |               |                 |                   |
| Scheduler during construction                                                               |                  | X                            |                         |               |                 |                   |
| Labor burden and Payroll taxes and fringes                                                  |                  | X                            |                         |               |                 |                   |
| Cost Engineer / Jobsite Accounting                                                          |                  | X                            |                         |               |                 |                   |
| Vehicle for Contractor Project Manager and/or Superintendent                                |                  | X                            |                         |               |                 |                   |
| Project Document control coordinator                                                        |                  | X                            |                         |               |                 |                   |
| Other costs for the Contractor's key personnel as identified in the Contract                |                  | X                            |                         |               |                 |                   |
| Meetings and Tours                                                                          |                  | X                            |                         |               |                 |                   |
| Planning and Layout coordination                                                            |                  | X                            |                         |               |                 |                   |
| Contractor personnel Computers / software                                                   |                  | X                            |                         |               |                 |                   |
| Costs associated with managing & coordinating COBID programs                                |                  | X                            |                         |               |                 |                   |
| Coordination for obtaining AHJ, and Owner approvals                                         |                  | X                            |                         |               |                 |                   |
| Partnering Sessions during design and Construction as part a Collaborative Project Delivery |                  | X                            |                         |               |                 |                   |
| CPM Schedule Development and coordination                                                   |                  | X                            |                         |               |                 |                   |
| Electronic documentation                                                                    |                  | X                            |                         |               |                 |                   |
| Development and implementation of BIM management plan "BMP"                                 |                  | X                            |                         |               |                 |                   |
| Development of Operation and Maintenance Manuals and BIM turn over package                  |                  | X                            |                         |               |                 |                   |
| Development of Warranties and Bonds Manuals                                                 |                  | X                            |                         |               |                 |                   |
| Operating Instructions and Facilities Training                                              |                  | X                            |                         |               |                 |                   |
| Subcontracting process costs                                                                |                  | X                            |                         |               |                 |                   |
| Coordinate and obtain permits                                                               |                  | X                            |                         |               |                 |                   |
| Trade permit application forms and arranging for inspections                                |                  | X                            |                         |               |                 |                   |
| Coordinate obtaining the permits                                                            |                  | X                            |                         |               |                 |                   |

SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-074-RFP  
Rock Creek B7 Chemistry Labs CM/GC  
ATTACHMENT H - *continued*

| COST RESPONSIBILITY MATRIX                                                                                                              |                  |                              |                         |               |                 |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------|---------------|-----------------|-------------------|
| Description of Services                                                                                                                 | Pre-Construction | General Conditions Work Cost | Direct Cost of the Work | Change Orders | GMP Contingency | Owner/ Other Cost |
| Commissioning Coordination for MEP and Building Envelope                                                                                |                  | X                            |                         |               |                 |                   |
| Traffic control plan and site logistics planning                                                                                        |                  | X                            |                         |               |                 |                   |
| Construction Contingency (Coordination of Construction Documents and Work)                                                              |                  |                              |                         |               | X               |                   |
| <b>Items covered by Fee Percentage: Bonds and Insurance (Refer to Price Schedule - Exhibit G)</b>                                       |                  |                              |                         |               |                 |                   |
| Performance & Payment Bond, Insurance                                                                                                   | X                |                              |                         |               |                 |                   |
| Acceptance of Bonds & Insurance                                                                                                         | X                |                              |                         |               |                 |                   |
| Premium adjustment for bonds                                                                                                            | X                |                              |                         |               |                 |                   |
| Builders Risk Insurance                                                                                                                 |                  |                              |                         |               |                 | X                 |
| <b>Items covered by Fee Percentage: CM/GC Fee: Contractor's home office Overhead &amp; Profit (Refer to Price Schedule - Exhibit G)</b> |                  |                              |                         |               |                 |                   |
| Principal in Charge                                                                                                                     | X                |                              |                         |               |                 |                   |
| Corporate Accounting                                                                                                                    | X                |                              |                         |               |                 |                   |
| Corporate Software                                                                                                                      | X                |                              |                         |               |                 |                   |
| Corporate Safety office and safety program                                                                                              | X                |                              |                         |               |                 |                   |
| Main Office Administration                                                                                                              | X                |                              |                         |               |                 |                   |
| Corporate IT Director and Corporate IT support & Enterprise PMIS, Scheduling and Accounting Software                                    | X                |                              |                         |               |                 |                   |
| Legal                                                                                                                                   | X                |                              |                         |               |                 |                   |
| Main Office Payroll processing costs                                                                                                    | X                |                              |                         |               |                 |                   |
| Main Office Fringe/ Bonus Costs                                                                                                         | X                |                              |                         |               |                 |                   |
| Corporate Overhead and profit                                                                                                           | X                |                              |                         |               |                 |                   |
| Percent fee on changes                                                                                                                  | X                |                              |                         |               |                 |                   |
| Contractor Markup - Home office Overhead and Profit                                                                                     | X                |                              |                         |               |                 |                   |
| Vehicle costs other than those identified as General Conditions Cost of Work                                                            |                  |                              |                         |               |                 |                   |
| Other costs as outlined in the Contact                                                                                                  | X                |                              |                         |               |                 |                   |
| <b>Other Costs</b>                                                                                                                      |                  |                              |                         |               |                 |                   |
| Changes in Laws                                                                                                                         |                  |                              |                         | X             |                 |                   |

SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT H - *continued*

| COST RESPONSIBILITY MATRIX                                                               |                  |                              |                         |               |                 |                   |
|------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------|---------------|-----------------|-------------------|
| Description of Services                                                                  | Pre-Construction | General Conditions Work Cost | Direct Cost of the Work | Change Orders | GMP Contingency | Owner/ Other Cost |
| Underground Facilities / Differing Site Conditions not shown or indicated                |                  |                              |                         | X             |                 |                   |
| Authorized changes in the Work                                                           |                  |                              |                         | X             | X               |                   |
| Allowance reduction                                                                      |                  |                              |                         | X             |                 |                   |
| Changes to subcontractor costs                                                           |                  |                              |                         | X             | X               |                   |
| Actual cost of building permit                                                           |                  |                              |                         |               |                 | X                 |
| Coordination of Owner contracts                                                          |                  |                              |                         |               |                 | X                 |
| Owner Consultants                                                                        |                  |                              |                         |               |                 | X                 |
| Soils Report, Geotechnical Engineering                                                   |                  |                              |                         |               |                 | X                 |
| Owner's Responsibilities                                                                 |                  |                              |                         |               |                 | X                 |
| Independent testing laboratory & Special Inspections                                     |                  |                              |                         |               |                 | X                 |
| 3rd party Building Envelope Commissioning Agent                                          |                  |                              |                         |               |                 | X                 |
| 3rd party Commissioning Agent: (Mechanical, Electrical, Plumbing, Low Voltage /security) |                  |                              |                         |               |                 | X                 |
| Subcontractor work & Trade partners                                                      |                  |                              | X                       |               |                 |                   |
| Self-Performance by DB                                                                   |                  |                              | X                       |               |                 |                   |
| Bid Package Allowances                                                                   |                  |                              | X                       |               |                 |                   |
| Bid Document Reproduction Costs                                                          |                  |                              | X                       |               |                 |                   |
| Advertising for Subcontract Bid Packages                                                 |                  |                              | X                       |               |                 |                   |
| Subcontractor Bonding / SubGuard (only if no OCIP in place)                              |                  |                              | X                       |               |                 |                   |
| Copies of documents & blueprints                                                         |                  |                              | X                       |               |                 |                   |
| Reference Points                                                                         |                  |                              | X                       |               |                 |                   |
| Builders Risk Insurance Deductible                                                       |                  |                              | X                       |               |                 |                   |
| Survey and layout labor                                                                  |                  |                              | X                       |               |                 |                   |
| Licensed Survey                                                                          |                  |                              | X                       |               |                 |                   |
| Services, Materials, and Equipment                                                       |                  |                              | X                       |               |                 |                   |
| Patent fees and royalties                                                                |                  |                              | X                       |               |                 |                   |

SECTION VI – ATTACHMENTS  
 Solicitation No: P&CC25-074-RFP  
 Rock Creek B7 Chemistry Labs CM/GC  
 ATTACHMENT H - *continued*

| COST RESPONSIBILITY MATRIX                                                                   |                  |                              |                         |               |                 |                   |
|----------------------------------------------------------------------------------------------|------------------|------------------------------|-------------------------|---------------|-----------------|-------------------|
| Description of Services                                                                      | Pre-Construction | General Conditions Work Cost | Direct Cost of the Work | Change Orders | GMP Contingency | Owner/ Other Cost |
| Actual cost of trade permits                                                                 |                  |                              | X                       |               |                 |                   |
| Charges and inspection fees related to the permits necessary for the prosecution of the Work |                  |                              | X                       |               |                 |                   |
| Removal of debris during performance of work                                                 |                  |                              | X                       |               |                 |                   |
| Site Safety and protection                                                                   |                  |                              | X                       |               |                 |                   |
| Safety equipment, first aid supplies                                                         |                  |                              | X                       |               |                 |                   |
| Temporary provisions                                                                         |                  |                              | X                       |               |                 |                   |
| Safety representative and site safety staff                                                  |                  |                              | X                       |               |                 |                   |
| Extended equipment warranties                                                                |                  |                              | X                       |               |                 |                   |
| Delegation of professional design services to CM/GC Trade Partners                           |                  |                              | X                       |               |                 |                   |
| Cutting, fitting, and patching                                                               |                  |                              | X                       |               |                 |                   |
| Actual rental costs                                                                          |                  |                              | X                       |               |                 |                   |
| Transportation, loading, unloading, assembly, dismantling, and removal                       |                  |                              | X                       |               |                 |                   |
| Allowances                                                                                   |                  |                              | X                       |               |                 |                   |
| Tests and inspection by Contractor                                                           |                  |                              | X                       |               |                 |                   |
| Uncovering work                                                                              |                  |                              | X                       |               |                 |                   |
| Correction or removal of defective work due to Contractor Negligence                         | X                |                              |                         |               |                 |                   |
| Additional copies of the Contract Documents, blue printing and reprographics                 |                  |                              | X                       |               |                 |                   |
| Project Photographs                                                                          |                  |                              | X                       |               |                 |                   |
| Additional staging space                                                                     |                  |                              | X                       |               |                 |                   |
| Insurance and bond for stored materials                                                      |                  |                              | X                       |               |                 |                   |
| General cleaning / housekeeping                                                              |                  |                              | X                       |               |                 |                   |
| Cleaning required for specific trades                                                        |                  |                              | X                       |               |                 |                   |
| Final cleaning                                                                               |                  |                              | X                       |               |                 |                   |

SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-074-RFP  
Rock Creek B7 Chemistry Labs CM/GC  
ATTACHMENT I

## ATTACHMENT I – SAMPLE CONTRACT

*~~~~ Sample Contract will be posted as an Addendum in BidLocker ~~~~*

## ATTACHMENT J – SMALL BUSINESS DEVELOPMENT PROGRAM

*~~~~ Small Business Development Program follows ~~~~*

## Small Business Development Program

In furtherance of Portland Community College's (PCC) commitment to the promotion of small businesses and business capacity-building, Small Business Development Program ("SBD Program") identifies specific requirements that contractors with whom PCC does business and to whom the SBD Program applies (each a "Recipient") must meet to comply with its contractual obligations. The goal of the SBD Program is to improve outcomes for local, emerging small businesses (ESB) and support the growth of construction firms owned by people that are considered 'disadvantaged' (DBE) by the State of Oregon or the State of Washington's certifying bodies (COBID and MWESB/DV) as outlined in the [2023 State of Oregon Disparity Study](#).

The SBD Program applies when a PCC Construction Contract has hard construction costs greater than \$200,000, or a subcontract of \$100,000.

PCC recognizes designations by the following certifying bodies to determine whether a business qualifies as "certified", "small", "emerging", and veteran-owned, and thereby be recorded as counting toward project utilization of small subcontracting businesses.

- 1) [State of Oregon's Certification Office for Business Inclusion and Diversity \("COBID"\)](#)
- 2) [State of Washington's Office of Minority and Women's Business Enterprises \("OMWBE"\)](#)
- 3) [The Small Business Administration](#)
- 4) [The Western Regional Minority Supplier Development Council](#)
- 5) [SBA's Women-Owned Small Business \(WOSB\)](#)
- 6) [VetCert](#)

**"Certified Firms"** refers to firms that are certified by COBID, OMWBE, SBA, WRMSDC, or WOSB. Only these certifications will count toward PCC's SBD Program objectives

### PROGRAM APPLICABILITY

These Specifications apply to the construction project described in the Contract (the "Project"), including construction-related professional services, such as design and engineering, associated with the Project.

The Recipient must see to it that applicable requirements in these Specifications are passed through to its contractor and subcontractors and ensure that all contractors / subcontractors comply with these Specifications and thereby enable Recipient to comply with the SBD Program.

### PROGRAM GOALS

The goal of the SBD Program is to ensure PCC projects provide meaningful professional, supplier, and construction contracting opportunities for Certified Firms. The SBD Program's goal is to maximize the utilization of local, small businesses and identify opportunities to build the capacity of those firms through innovative partnering, teaming, mentorship and the expansion of access and opportunity. It is required that the Prime document all efforts to outreach to small businesses as outlined in the College's Good Faith Effort process.

PCC strongly encourages Recipients to promote and utilize Certified Firms for all divisions of work.

## **STANDARDS OF COMPLIANCE**

Recipients shall document all good faith efforts taken to contract with Certified Firms. If a prime contractor/ subcontractor/ consultant thereof, has difficulty in achieving SBD Program outreach and utilization goals, it is such Recipient's and prime contractor's /subcontractor/consultant's obligation to immediately notify PCC and seek support.

The following tasks are minimum reasonable and necessary steps to comply with SBD Program objectives:

- a. Recipients shall attend an initial kickoff meeting with PCC staff that includes the Equity Manager and Project Manager prior to the release of any solicitations/subcontracting opportunities.
- b. Recipient shall provide the following at the initial meeting:
  - Project Description
  - Project Design/Construction Schedule
  - Professional Services Team List (A/E, Survey etc.)
  - List of subcontracting opportunities
- c. The purposes of the initial meeting are:
  - To answer questions the Recipient may have regarding compliance with SBD Program and PCC's contracting access investment
  - For the Recipient to present a Utilization Plan for how the contractor will meet PCC's contracting access initiative
  - For the Recipient and PCC to agree that the approach presented will provide adequate opportunity for Certified Firms to achieve the objectives outlined in the SBD Program
  - For the PCC Compliance Team to outline Compliance Reporting Requirements (see below re: reporting)
  - To explain how the project's utilization data is reported monthly and displayed on PCC's website

If Hard Construction Costs are \$1,000,000 or more, the Recipient and its prime contractor shall attend an additional meeting with PCC's Compliance team and to review the scopes of work and determine a potential Outreach Plan at the earliest possible time, and no later than two (2) months before bidding on construction contracts and the Project begins.

Outreach Methods- Additional Recipients, with and through their prime contractor, shall conduct outreach so that Certified Firms have at least fifteen (15) business days after the conclusion of such outreach to respond to any bidding deadlines and be considered for construction contracts on the Project. Any changes to this schedule must be approved by PCC.

Recipients, with and through their prime contractor, consultant are encouraged to engage in additional outreach methods to ensure maximum participation by Certified Firms, including but not limited to:

- i. Working with PCC Trade Partners (listed below) to develop an outreach plan
- ii. Hold Outreach events at Trade Partner Organizations meetings or spaces.

## **REPORTING REQUIREMENTS**

SBD Program applicable projects are subject to compliance reporting requirements. Recipients are required to provide all contract compliance-related data electronically through PCC's tracking tool by the 5<sup>th</sup> of each month. All parties identified are responsible for responding to any instructions or requests for information from PCC's Compliance Team. Recipients, with and through their prime contractor, consultant are responsible for ensuring all subcontractors/subconsultants have completed all requested items and that their contact information is accurate and up to date.

Information related to contractor/ consultant access of the system will be provided to a designated point of contact upon notification.

Monthly Reporting Recipients, or any prime contractor thereof, shall submit records of subcontractor/ subconsultant payments by the 5th day of each month once work has commenced. The Prime firm is responsible for reporting participation of lower tier subs.

## **SUBCONTRACTOR CHANGES**

If any subcontractor/subconsultant is added or replaced after the Utilization Plan is submitted, the Recipient, and any prime contractor/ consultant thereof, shall make good faith efforts to solicit bids from Certified Firms for the work to be performed.

A Recipient, or any prime contractor/ consultant thereof, shall not add, delete, or replace any subcontractor without prior written consent from PCC.

All subcontractor/subconsultant changes/requests shall be made in PCC's monthly tracking form and will include supporting documentation of the foregoing prior to making any changes.

## **GOOD FAITH DOCUMENTATION OF SUBCONTRACTOR BIDS RECEIVED LOG:**

If subcontractor tracking indicates that program Good Faith Efforts have not been met, the Recipient shall provide upon request, additional documentation demonstrating adherence to the Utilization Plan and all outreach associated with adherence to the Utilization Plan.

## **REVIEW OF RECORDS**

These records are covered by the Audit Expectations contained in the RFP.

## **CONTACTS AND RESOURCES**

- Workforce and Contracting Equity Manager: [Amy.JamesNeel@pcc.edu](mailto:Amy.JamesNeel@pcc.edu)
- Contracting Reporting Support: [janaya.bjornstrom@pcc.edu](mailto:janaya.bjornstrom@pcc.edu)

### **Partnering Organizations**

- COBID- Certification Office for Business Inclusion and Diversity
- OWMBE- <https://omwbe.wa.gov/directory-certified-firms>
- SBA – <https://www.sba.gov/>
- WOSB - <https://wosb.certify.sba.gov/>
- Northwest Mountain Supplier Diversity Council <https://www.nwmmsdc.org/>

- PBDG-Professional Business Development Group <http://pbdgweb.com/>
- NAMC-National Association of Minority Contractors of Oregon <http://namc-oregon.org/>
- Latino Built <https://latinobuilt.org>
- OAME-Oregon Association of Minority Entrepreneurs <https://oame.org/>
- SBA Veteran Small Business Certification (VetCert) <https://veterans.certify.sba.gov/>



SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-072-RFP

CM/GC services for Cascade Campus Public Service Education Building Renovation  
ATTACHMENT K

## ATTACHMENT K – WORKFORCE TRAINING & HIRING PROGRAM

*~~~~ Workforce Training & Hiring Program follows ~~~~*

## PORTLAND COMMUNITY COLLEGE WORKFORCE TRAINING & HIRING PROGRAM

Planning & Capital Construction acknowledges the economic impact of bond-funded construction projects on craftworker development within the college district. In response to workforce shortages outlined in the *2024 Workforce Market Study* commissioned by the Interstate Bridge Replacement Project Program, the college is committed to promoting fair access to trade careers and works diligently to ensure craftworker access, opportunity, development, and retention on all construction projects.

*Portland Community College's (PCC) Workforce Training and Hiring Program (the "Program") applies to all PCC construction contracts of \$200,000 or more and subcontracts with labor costs of \$50,000 or more. 'PCC Project' is defined as projects that have contracts of \$200,000 or more.*

It is the Contractor's responsibility to read and fully understand this section of the bid specifications and to comply with all provisions of the program. *Contractors and subcontractors shall include in their bid all costs associated with complying with the Workforce Program.*

The prime contractor and all applicable subcontractors are required to report monthly workforce utilization data electronically in LCP Tracker, a web-based software tool. The prime contractor is responsible for ensuring all subcontractors have completed monthly workforce reporting and submitted **Workforce Plans** prior to mobilizing to the project. Information related to contractor access to LCP will be provided to a designated point of contact at a Workforce/Contracting Access Onboarding prior to start of construction.

### CHECKLIST

*For Contracts of \$200,000 or More and Subcontracts of \$50,000 or more in labor costs, Contractors Must:*

1. Submit a *Workforce Plan* to the Jobsite Culture Coordinator Angela D'Esposito at [angela.desposito@pcc.edu](mailto:angela.desposito@pcc.edu) prior to mobilizing to the construction site to perform work. The Workforce Plan must detail the contractor's approach and strategies to achieve the targeted workforce development objectives established by PCC.
2. Before starting work on this project, confirm that all contractors and subcontractors are a Registered Training Agent with the Bureau of Labor and Industries (BOLI), Apprenticeship & Training Division. Those needing to register as a training agent should contact BOLI (971-673-0760) for information and must do so prior to starting work.
3. Ensure that a minimum of 20% of labor hours ***in each apprenticeable trade, by contractor*** are worked by registered apprentices. Contractors must fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.
4. Work diligently to achieve a statistically representative balance of workers by closely following each Workforce Plan. If monthly workforce reports demonstrate a statistical imbalance as compared to craftworker availability, PCC's Workforce and Contracting Equity Manager and the contracting teams will develop a support plan.
5. Maintain written documentation of all requests for workers from the unions, apprenticeship programs, pre-apprenticeship programs and community organizations, particularly requests made to ensure statistical representation of workers on PCC construction projects.

6. Submit workforce reporting in LCP Tracker no later than the 5<sup>th</sup> of each month.

7. As recipients of College funds, you have entered into legally enforceable agreements and are obligated to comply fully with all applicable Federal and State laws and regulations including the US Constitution, applicable rules, and public policy requirements, including, among others, those protecting free speech and religious liberty and those prohibiting hiring discrimination. The Equal Protection principles of the Constitution prohibit State entities from discriminating on the basis of protected characteristics including race, color, national origin, sex or religion.

For additional information or questions regarding LCP Tracker, please contact PCC's Workforce and Contracting Equity Manager: [Amy.JamesNeel@pcc.edu](mailto:Amy.JamesNeel@pcc.edu)

## **WORKFORCE TRAINING AND HIRING PROGRAM**

### **I. PURPOSE**

#### A. General Program Description

Portland Community College (PCC) Planning and Capital Construction Office is committed to maximizing the utilization of registered apprentices and bolstering their advancement and retention in the skilled trades. PCC prioritizes doing business with contractors whose hiring practices and jobsite culture initiatives ensure fair and representative access by craftworkers within PCC's District.

The Workforce Training & Hiring Program ("The Program") is administered for PCC, by The Office of Planning and Capital Construction. The Program applies to all Public Improvement contracts at or above \$200,000 and to each subcontractor having a subcontract of \$50,000 or more in *labor costs* on the project. The Contractor and all Subcontractors are encouraged to fulfill the program requirements even if their contracts are less than this amount.

Contractors shall make meaningful and demonstrable efforts to ensure the prioritization of workforce development and reflects representative availability within the PCC District by recruiting, training, supporting, and retaining apprentices as part of core crews. This portion of the Contract establishes requirements regarding recruitment, training, employment, and retention.

#### **For purposes of the Workforce Program specifications, the following definitions shall apply:**

- The **"Contract"** shall mean the contract awarded as a result of these bid specifications.
- **"Prime"** shall mean the Prime contractor to whom a contract is awarded
- **"Contractor"** shall mean the Prime Contractor to whom a Contract is awarded, and any subcontractors with subcontracts of \$50,000 or more in labor costs.
- **"Subcontractor"** shall mean the contractor to whom a Contract is awarded by the Prime
- **"Owner"** shall mean the agency that awarded the Contract or leveraged public involvement in the project through a loan or development agreement.
- The **"project"** shall include all work performed pursuant to the Contract.
- A Public Improvement Project is one that meets the definitions in ORS 279A.010

#### B. Organization of Program Requirements

The Workforce Program specifications are divided into several parts.

**Section II** - refers to the action the Contractor must take in order to be eligible for award of a contract.

**Section III** - lists the actions that must be taken by the Contractor to meet contractual obligations.

**Section IV** - refers to remedies available to the Owner if a Contractor fails to meet the requirements of the Workforce Program specifications.

**Section V** - refers to the Owner's ability to monitor compliance with the Workforce Program specification by examination of Contractor records.

## **II. ACTIONS REQUIRED PRIOR TO BEGINNING THE PROJECT**

The Contractor shall thoroughly read this Workforce Program specification and commit to perform all requirements described herein. The Contractor shall submit, before start of construction, a Workforce Plan, which demonstrates how the workforce on this project will fulfill all program requirements, including the representative utilization of apprentices and the requirement that 20% of hours worked by contractor, by trade be worked by registered apprentices.

## **III. ACTIONS REQUIRED TO SATISFY CONTRACTUAL OBLIGATIONS**

**A.** The Contractor must take meaningful and demonstratable action to employ a workforce that is reasonably consistent with the representative availability of workers in the city of Portland and Multnomah County. This requirement is in addition to any other requirement of this portion of the Contract.

1. The PRIME and its subcontractors with subcontracts of \$50,000 or more in labor costs, at any tier level, shall strive to achieve representative workforce utilization objectives outlined above.

2. Provide written documentation of efforts to recruit workers. Contractors must follow the process for hiring, requesting, recruiting or replacing workers described in Section III, subsection F. This process is considered by PCC to be the *minimum* effort to recruit a proportionate and representative workforce.

3. The failure by a union with whom the Contractor has a collective bargaining agreement to refer specific apprentices shall not excuse the Contractor or subcontractor's obligations under this section of the specifications. Your Workforce Plan shall include a contingency for recruiting craftworkers in the event that apprenticeship dispatch fails to refer workers. This could be relationships with BOLI-certified pre-apprenticeship programs, WorkSystems or "helper" roles such as material handlers, oilers, etc.

**B.** Ensure Compliance by Certain Subcontractors

1. *The PRIME shall ensure that each subcontractor having a subcontract of \$50,000 or more in labor costs, at any tier, shall comply with all of the provisions of the Workforce Program specifications.*

Contractors shall include in their price all costs associated with this requirement. No change order will be executed in order for the PRIME to comply with the Workforce Program specifications.

2. The PRIME shall provide a copy of this Workforce Program specification to all subcontractors with contracts of **\$50,000** or more in labor costs executed for the project.

**C.** Register as a Training Agent

The PRIME shall register with BOLI as a Training Agent and ensure that all subcontractors who have contracts in the amount of \$50,000 or more are registered as Training Agents, prior to beginning work. Registration as a Training Agent in a specific trade is not required if there are no training opportunities in that trade on the project, based on the maximum ratio allowed by BOLI. A formal exemption must be requested and approved by the Owner in writing prior to start of work (see below #3).

1. Training programs approved by and registered with BOLI may be used to fulfill training requirements under the Workforce Program specifications. Other training alternatives must be approved by PCC's Workforce and Contracting Equity Manager.

2. Training is intended to be primarily on-the-job training in apprenticeable crafts, and does not include classifications such as timekeeper, office engineer, estimator, bookkeeper, clerk/typist, fire fighter, or secretary. Hours performed in crafts, which are not apprenticeable occupations, are exempt from the training requirements.

3. Exemptions to the training requirements must be approved by the Owner in writing prior to starting work on the project. Written requests for exemptions related to the training requirements will be considered by the Owner only for extreme circumstances during the course of the project and must be approved in writing. All requests to exempt all or any portion of the work on a project shall be submitted to the Owner 14 calendar days before any work on the project begins. All exemptions must be approved by the Workforce and Contracting Equity Manager: [Amy.JamesNeel@pcc.edu](mailto:Amy.JamesNeel@pcc.edu)

#### **D. Submit Documentation**

The PRIME shall submit documentation regarding the following subjects to the Owner. The Owner's failure to object to documentation submitted by the PRIME or subcontractor shall not relieve them of the requirements of the Workforce Program specifications.

##### **1. Training Agent Status**

The PRIME and all subcontractors subject to the Program must submit proof to PCC's Workforce and Contracting Equity Manager that they are registered Training Agents with BOLI prior to beginning any work on the project.

##### **2. Subcontractor Workforce Information**

A *Workforce Plan* must be submitted for each subcontractor with a contract of \$50,000 or more, prior to submission of their first payroll report, or within 5 calendar days after the execution of the applicable subcontract, whichever occurs first. Work by a subcontractor shall not begin prior to submission of such documentation.

##### **3. Workforce Reporting after Work Begins**

Payroll Reports must be submitted by the PRIME and any subcontractor having a subcontract of \$50,000 in labor costs or more, via LCP Tracker, no later than the 5<sup>th</sup> of each month and will be used to track adherence to PCC's apprentice requirements. All hours subject to prevailing wage rates on public projects, shall be reported.

#### **E. Use of Apprentices**

The PRIME shall:

1. Ensure that a minimum of 20% of labor hours *in each apprenticeable trade* performed on the project by the PRIME, and subcontractors with subcontracts of \$50,000 or more in labor costs, are worked by state registered apprentices throughout the duration of the project. The PRIME and subcontractors shall fulfill the 20% apprenticeship requirement without exceeding the apprentice ratios approved by the applicable apprenticeship program, if working in excess of 300 hours in any given trade.

2. Pay all apprentices the wages required by any applicable collective bargaining contract or pursuant to state or federal law and regulations.

3. Not use workers previously employed at journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of these provisions.

4. Notify the Workforce Equity Manager when an apprentice is hired for this project through LCP Tracker. All apprentices will be approved prior to dispatch to site.

5. Count apprentice hours as follows:

(a) Hours worked on the project by apprentices enrolled in state-approved apprenticeship programs. *If* the Contractor is unable to fulfill its 20% requirement and has reached out to their JATC to address the deficit without success, then the Contractor may also use methods (b) and (c) below.

(b) Hours worked on the project by apprentices who are required to be away from the job site for related program training during the course of the project, but only if the apprentice is rehired by the same employer after completion of training; and

(c) Hours worked on the project by graduates of state-registered apprenticeship programs, provided that such hours are worked within the 12-month period following the apprentice's completion date.

#### F. Hiring, Requesting, Recruiting or Replacing Workers

Contractors must follow all of these steps when hiring, requesting, recruiting or replacing workers:

For Apprentices:

1. Contact the appropriate apprenticeship program or dispatch center to request apprentices who are enrolled in the apprenticeship program using the worker request form or process.
2. Request specific apprentices from the apprenticeship program if such an action will remedy disproportionate representation in the Contractor's workforce.
3. If the apprenticeship program is unable to supply an apprentice and if the program is open for applications or allows direct entry from the Oregon Employment Division, make reasonable and necessary efforts to recruit apprentice applicants from WorkSource at the Oregon Employment Department, or a State-certified Pre-Apprenticeship Training Program, or other trades-preparatory program and seek to enroll them/sponsor them into an apprenticeship program.

For All Workers:

1. Make meaningful and earnest efforts to employ a workforce proportionately representative of available workers in the PCC district. Contractors are notified that direct hiring of employees (such as "walk-ons") without providing notification of that job opportunity may not be sufficient to establish the Contractor's efforts to satisfy proportional worker availability; and

2. Document employment efforts. Use the Worker Request Form to keep a **written** record of requests to:

- a. Union halls for signatory contractors;
- b. Union or open shop apprenticeship programs;
- c. The Oregon Employment Department. Go to: [www.imatchskills.org](http://www.imatchskills.org) or call 503-257-HIRE;
- d. State-registered pre-apprenticeship programs:  
[http://www.oregon.gov/BOLI/ATD/pages/a\\_ag\\_partners.aspx](http://www.oregon.gov/BOLI/ATD/pages/a_ag_partners.aspx)

4. Documentation will be requested by the Owner, if a Contractor is not following their *Workforce Plan* or fulfilling the requirements workforce hiring and training program, if it appears that the Contractor has not made reasonable and necessary efforts. When requested, the Contractor shall provide that documentation to the Contract Compliance Specialist within 7 calendar days.

G. The contractor shall ensure that the earnest implementation of a required **Respectful Worksite Program** as outlined in ATTACHMENT L as an extension of the Workforce Training and Hiring Program, as the retention of all craftworkers through civility, leadership development, skills advancement and opportunity remain a primary priority of the College.

**NOTE: Contractors may contact the Workforce and Contracting Equity Manager for assistance related to any of the above issues.**

**RESOURCES:**

For information about State-Approved Pre-Apprenticeship Programs:<https://www.oregon.gov/boli/apprenticeship/Pages/pre-apprenticeship-programs.aspx>

For information on State-Approved Apprenticeship Programs:  
<https://www.oregon.gov/boli/apprenticeship/Pages/apprenticeship-opportunities.aspx>

If you have questions after reading the information contained herein and visiting the resources above, please contact PCC's Workforce and Contracting Equity Manager, Amy.JamesNeel@pcc.edu



SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-072-RFP

CM/GC services for Cascade Campus Public Service Education Building Renovation  
ATTACHMENT L

## ATTACHMENT L – RESPECTFUL WORKPLACE PROGRAM

*~ ~ ~ Respectful Workplace Program follows ~ ~ ~*

**PORTLAND COMMUNITY COLLEGE  
RESPECTFUL WORKPLACE PROGRAM REQUIREMENTS**

The Contractor shall take all necessary and reasonable steps to ensure that all workers have the opportunity to fully participate on PCC construction projects and to develop skills in their respective trade, free from behaviors rooted in hostility, racism, sexism or homophobia, such as exclusion, bullying, harassment or hazing by implementing an approved **Respectful Workplace Program (RWP)** on the project. All costs associated with your firm's implementation of a RWP should be included in your fee.

**A Respectful Workplace** is defined as a worksite that is appropriate, productive, safe, and free from behaviors that may undermine workers' job performance, physical safety, psychological safety, productivity, inclusion, retention, the equitable access to meaningful work, and/or efficiency. A person violates a Respectful Workplace when the person exhibits behaviors that a reasonable person should have known would cause a worker to be humiliated, intimidated, or otherwise treated in an inappropriate, unprofessional, discriminatory, disrespectful, exclusionary, or differential manner. Intent of the person who exhibits such a behavior is not relevant to the behavior's effect.

**Respectful Workplace Program (RWP)**

The Contractor shall plan and implement an approved Respectful Workplace Program (RWP) on the project which meets or exceeds the criteria outlined in [the Respectful Workplace Program Model Review Committee Recommendations](#) such as [Green Dot for Trades](#), [RISE Up](#), or an approved equivalent. Maintaining and managing a RWP is the Contractor's responsibility and includes onboarding every onsite worker and contractor performing work to the site's RWP. Subcontracts must include the requirement to participate in the Contractor's RWP. Much like onsite safety programs, Respectful Workplace Programs are continual and require ongoing messaging and engagement to build awareness and adherence. Additionally, like safety training, the RWP rollout must be managed by individuals or organizations with demonstrated content expertise.

**An approved Respectful Workplace Program must contain but not be limited to the following attributes:**

- 1) Provides evidence-based training for Executives, Managers, Supervisors, Foremen, major project stakeholders and other site leaders promoting awareness of the prevalence and harms of disrespectful behavior on the job site, *prior* to the start of construction or performing work onsite.
- 2) Mandatory onboarding for all every worker, subcontractor, subcontractor employee and any vendor performing onsite work, prior to their participation on the project, that measurably increases their knowledge of:
  - the types of disrespectful behaviors that will not be permitted (by company policy, government regulation, contract, and/or other applicable dictates) on the job site
  - the process for reporting an incident
  - the consequences of perpetrating harmful behavior including the threat of retaliation for reporting
  - how workers should act to counter disrespectful behavior in constructive ways that maintains health, safety and productivity on the job site

- how site leadership will act promptly and appropriately respond to reported and observed incidents of disrespectful behavior on the job site
- 
- 3) Reinforces positive jobsite culture education over the duration of the project with evidence-based prevention and bystander intervention training equivalent to [Green Dot for the Trades](#) or [RISE Up](#) through regularly scheduled 'tool box talks' and other jobsite trainings that reinforce positive jobsite culture
  - 4) RWP program information posted throughout the jobsite regarding how to report incidents and the consequences for violating harassment policy including but not limited to retaliation for reporting incidents
  - 5) Daily jobsite scanning, removal and investigation of any and all symbols of hostility, bullying, racism and sexism or degrading graffiti written on or attached to any location within the jobsite prior to start of work day.

**Incident Reporting process should include but not be limited to:**

- Third party provided hotline or other resource on the jobsite for anonymous reporting of incidents
- Clear protocols for supervisory personnel to immediately report incidents
- Clear protocols for communication of incidents up the chain of command for all entities including but not limited to Owner
- Clear protocols to appropriately report any unlawful incidents to the relevant law enforcement and hate crime entities

**Post-Incident Management and Resolution Process should include but not be limited to:**

- Reporting of incident to law enforcement entity or entities if applicable
- Immediate and on-going follow up with reporting individuals and/or victims conducted by qualified individuals
- Immediate investigation by qualified, designated, independent individuals
- Jobsite-wide safety meeting with all onsite parties outlining the incident and how it violated policy
- Prevention of retaliation against reporters/victims including but not limited to removal of individuals from the site if applicable
- Additional training on anti-hostility, anti-bullying, anti-racism/anti-bias conducted by outside experts
- Other measures as determined by Owner and Prime contractor to address harmful jobsite culture

**Respectful Workplace Evaluation Requirements**

Contractor shall promptly provide all information requested by researchers designated by PCC including access to records and opportunities to communicate with employees without interference to evaluate the effectiveness of the required RWP.

### **Owner's RWP Monitoring Activities**

PCC may monitor work to ascertain whether a risk or circumstance exists that may merit a remedy. Monitoring may include proactive observations of the work, interviews of individuals familiar with the work, collection of data that may evidence disparities, investigation of complaints by an individual familiar with the work, or collection of other evidence. If risks or circumstances that may merit a remedy are discovered, PCC will notify and collaborate with the Contractor to discuss appropriate remedies, and may likewise notify Subcontractors and appropriate unions when necessary for the resolution of the situation, except when unusual circumstances require confidentiality. PCC may also require other remedies if PCC regards the situation as urgent, of potential harm, or without timely resolution.

**ATTACHMENT M – GOOD FAITH EFFORTS GUIDANCE**

~~~~ Good Faith Efforts Guidance follows ~~~~

## **PORTLAND COMMUNITY COLLEGE**

### **Good Faith Efforts Guidance**

The following is a list of the types of actions that may be considered good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases, however please check all that apply in this instance. Provide documentation for ALL instances selected.

The term small business refers to firms certified as Disadvantaged, Minority-owned, Woman-owned or Emerging Small business by the State of Oregon's Office of Minority, Women and emerging small business or the Washington State Office of Minority & Women's Business Enterprises, SBA, WRMSDC, or WOSB. In the case of a federally funded solicitation with a DBE goal stated, the term small business shall refer to a small business certified as Disadvantaged Business Enterprise by the above referenced certification offices.

### **Portland Community College – Good Faith Effort (GFE) Checklist**

*For Construction and Architecture/Engineering (A/E) Contracts*

| <u><b>Effort Type</b></u>  | <u><b>Description</b></u>  |
|--|--|
| <ul style="list-style-type: none"> <li>● Pre-Bid Engagement</li> </ul>                   | Attend pre-bid meetings and outreach sessions hosted by PCC or community partners to identify scopes for small business inclusion.   |
| <ul style="list-style-type: none"> <li>● Scoping Small Business Opportunities</li> </ul> | Break project components into economically feasible units suitable for small business participation.   |
| <ul style="list-style-type: none"> <li>● Targeted Outreach</li> </ul>                    | Send written invitations to certified firms listed in COBID (OR) and OMWBE (WA), The Small Business Administration, The Western Regional Minority Supplier Development Council, SBA's Women-Owned Small Business (WOSB) and VetCert at least 7–10 days before bid deadlines. |
| <ul style="list-style-type: none"> <li>● Directory Use</li> </ul>                        | Use COBID and OMWBE directories to identify potential subcontractors.  |

- Advertising      Advertise in publications like The Skanner, Portland Observer, and DJC Oregon.
- Follow-Up      Follow up on outreach to confirm interest.
- Provide Adequate Information      Share drawings/specs with interested firms early enough to participate.
- Good Faith Negotiations      Evaluate bids fairly; document reasons if not selected.
- Assistance Offered      Help with bonding, insurance, or other requirements.
- Community Resource Utilization      Partner with OAME, NAMC-Oregon, LatinoBuilt, PBDG, etc.

## Portland Community College Community Resources for Good Faith Efforts

| Oregon Resources   | Washington Resources  |
|--|---|
| <b>Certification Office (OR)</b><br>Office of Minority, Women & Emerging Small Business (OMWESB)<br><a href="http://oregon4biz.com/certification">oregon4biz.com/certification</a> | <b>Certification Office (WA)</b><br>Office of Minority & Women's Business Enterprises (OMWBE)<br><a href="http://omwbe.wa.gov">omwbe.wa.gov</a> |
| Oregon Association of Minority Entrepreneurs (OAME)<br><a href="http://oame.org">oame.org</a>  | Tabor 100<br><a href="http://tabor100.org">tabor100.org</a>   |
| NAMC – Oregon Chapter<br><a href="http://namc-oregon.org">namc-oregon.org</a>  | NAMC – Washington Chapter<br><a href="http://namcwa.com">namcwa.com</a>   |
| LatinoBuilt<br><a href="http://latinobuilt.org">latinobuilt.org</a>  | Latino Civic Alliance<br><a href="http://latinocivicalliance.org">latinocivicalliance.org</a>   |
| Professional Business Development Group (PBDG)<br><a href="http://pbdgweb.com">pbdgweb.com</a>   | Washington MBDA Business Center<br><a href="http://mbdawashington.com">mbdawashington.com</a>   |
| Business Diversity Institute (BDI)<br><a href="http://bdiweb.org">bdiweb.org</a>   | WA State Department of Enterprise Services – Supplier Diversity<br><a href="http://des.wa.gov">des.wa.gov</a>                                   |
| Oregon Native American Chamber (ONACC)<br><a href="http://onacc.org">onacc.org</a>   | United Indians of All Tribes Foundation – Native Works<br><a href="http://unitedindians.org">unitedindians.org</a>                              |
| Asian Pacific American Chamber of Commerce (APACC-OR)<br><a href="http://apacc-or.org">apacc-or.org</a>  | Asian Pacific Islander Community Leadership Foundation<br><a href="http://apiclf.org">apiclf.org</a>  |
| <b>Media for Outreach:</b><br>The Skanner<br>Portland Observer<br>Daily Journal of Commerce<br>El Hispanic News  | <b>Media for Outreach:</b><br>NW Asian Weekly<br>The Seattle Medium   |

- [The Small Business Administration](#)
- [The Western Regional Minority Supplier Development Council](#)
- [SBA's Women-Owned Small Business \(WOSB\)](#)
- [VetCert](#)

**Portland Community College  
Good Faith Effort Contact Log (Template)**

Use this log to document outreach for each scope of work intended for small business participation. Attach emails, faxes, call logs, and bid records.

Project Name: \_\_\_\_\_ Solicitation #: \_\_\_\_\_  
 Bidder Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

| Scope of Work:      |  |                              |              |                      |                    |              |          |               |                 |
|---------------------|--|------------------------------|--------------|----------------------|--------------------|--------------|----------|---------------|-----------------|
| Small Business Name | Certification Type (COBID or Equivalent) | Date ITB Sent (Fax or Email) | Date of Call | Contact Phone Number | Bid Activity (Y/N) |              |          | REJECTED BIDS |                 |
|                     |  |                              |              |                      | Will bid           | Bid received | Bid used | Bid Amount    | Reason Not Used |
|                     |  |                              |              |                      |                    |              |          |               |                 |
|                     |  |                              |              |                      |                    |              |          |               |                 |
|                     |  |                              |              |                      |                    |              |          |               |                 |
|                     |  |                              |              |                      |                    |              |          |               |                 |
|                     |  |                              |              |                      |                    |              |          |               |                 |
|                     |  |                              |              |                      |                    |              |          |               |                 |

Instructions: Per PCC's Good Faith Effort guidance, outreach must include certified firms from recognized agencies such as COBID (OR), OMWBE (WA), SBA, WRMSDC, WOSB, or VetCert, and include documentation of each contact attempt.



SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-072-RFP

CM/GC services for Cascade Campus Public Service Education Building Renovation  
ATTACHMENT N

## ATTACHMENT N – WORKFORCE PLAN FORM

*~ ~ ~ Workforce Plan Form follows ~ ~ ~*

## Portland Community College Workforce Plan v2025

Company Name \_\_\_\_\_ Contract Amount \_\_\_\_\_

Federal Tax ID \_\_\_\_\_ Prime or Sub Contractor? \_\_\_\_\_

Project Name \_\_\_\_\_

**Instructions**

1. This form must be completed by the prime and each subcontractor with a contract that includes labor costs of \$50,000 or more.
2. Outline your plan for performing work in a manner that meets PCC's requirement that 20% of labor hours be performed by Apprentices by Trade

Who will be responsible for monitoring apprentice and proportional representation of craftworkers on the project?

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Email Address \_\_\_\_\_  
Phone \_\_\_\_\_

Are you a registered Training Agent?

Are you a:  Union Shop  Open/Merit Shop  not affiliated with registered apprenticeship

What JATC dispatches apprentices to your firm?

|            |             |             |
|------------|-------------|-------------|
| Name _____ | Local _____ | Phone _____ |
| Name _____ | Local _____ | Phone _____ |
| Name _____ | Local _____ | Phone _____ |
| Name _____ | Local _____ | Phone _____ |
| Name _____ | Local _____ | Phone _____ |

How do you plan to achieve the objective that 20% of project hours worked by apprentices on this project?

\_\_\_\_\_







SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-072-RFP

CM/GC services for Cascade Campus Public Service Education Building Renovation  
ATTACHMENT O

**ATTACHMENT O – PORTLAND COMMUNITY COLLEGE CLEAN AIR  
CONSTRUCTION STANDARD**

*~ ~ ~ Portland Community College Clean Air Construction Standard follows ~ ~ ~*

## Portland Community College

### Clean Air Construction Standard

#### CONSTRUCTION VEHICLES AND EQUIPMENT IDLING AND ENGINE STANDARDS

**Description** - This section describes idling and engine standards for construction vehicles and equipment.

The Contractor, its subcontractors, and suppliers shall minimize diesel emissions generated by Applicable Vehicles and Equipment at all times during performance of the work in accordance with this section.

The requirements herein apply to all construction activity, vehicles and equipment, as specified. COBID-certified businesses are exempt from the engine requirements until such time that the Volkswagen Settlement, Diesel Emissions Reduction Act (DERA), or other grant funds are available to the Contractor and Subcontractor(s) to offset or reduce the costs of equipment and/or retrofits needed to comply with the engine requirements, or 2024, whichever is earlier.

**Definitions** : Applicable Vehicles and Equipment: Any nonroad construction equipment (including, but not limited to, front-end loaders, excavators, tractors, cranes, and generators) with a diesel engine over 25 horsepower, and on-road concrete mixers and dump trucks.

- 1. CARB** - California Air Resources Board, a state regulatory agency charged with regulating the air quality in California.
- 2. Diesel Particulate Matter** - The solid or liquid particles found in the air released through the exhaust from diesel vehicles/equipment. Exposure to diesel particulate matter increases the risk of heart attack, stroke, and cardiovascular disease, exacerbates asthma, and can lead to low-weight and pre-term births. Diesel particulate matter is also a known human carcinogen as determined by the International Agency for Research on Cancer.
- 3. COBID** - Businesses certified by the State of Oregon Certification Office for Business Inclusion and Diversity or the Washington State Office of Minority and Women's Business Enterprises.
- 4. DOC** - Diesel oxidation catalyst. A flow-through device designed to reduce harmful diesel emissions such as carbon monoxide, hydrocarbons, and diesel particulate emissions, with a diesel particulate matter removal efficiency of at least 20%.
- 5. DPF** - Diesel particulate filter. A device designed to trap diesel particulate matter above a certain size with a removal efficiency of at least 85%.
- 6. Emission Control Device** - technology added to equipment to reduce harmful emissions; including DPFs and DOCs.

**7. EPA** - U.S. Environmental Protection Agency, a federal regulatory agency charged with regulating activities that impact the environment.

**8. Nonroad** - Construction equipment and vehicles that fall under the EPA non-road engine equipment category, which includes all diesel equipment not intended for highway use. For the purpose of this standard, these vehicles/equipment include only diesel construction vehicles/equipment with engines larger than 25 horsepower, which includes tractors, excavators, dozers, scrapers and other construction vehicles/equipment.

**Acronyms:**

1. **BACT** = Best Available Control Technology
2. **CAC** = Clean Air Construction
3. **CAC Program** = Clean Air Construction Program, the regional program developed on behalf of Clean Air Construction participating agencies.

**Equipment Registration** - Prior to contract execution, the Contractor and all applicable proposed subcontractors and suppliers shall register all known nonroad construction equipment, concrete mixers and dump trucks that will be used in the contract in the CAC Compliance Portal.

All additional applicable nonroad equipment, concrete mixers, and dump trucks brought on site shall be registered in the Portal before being brought on site.

The Contractor will also coordinate with any rental firm to register applicable equipment and vehicles in the Portal. Details on how to register can be found online at: ([www.portlandoregon.gov/cac](http://www.portlandoregon.gov/cac)).

No work shall commence until compliance with the CAC program requirements have been verified by Portland Community College.

**Required information includes:**

1. Equipment/vehicle owner name or rental agency name
2. Owner role (contractor, subcontractor, supplier)
3. Type (e.g., excavator, dozer, loader)
4. Fuel type (e.g., diesel, electric, gasoline, hybrid electric, propane, etc.)
5. On-Road or nonroad
6. Make
7. Model year
8. Horsepower
9. Engine information including serial number, manufacturer, and family number (information on locating engine information is provided on the CAC Program website: [www.portlandoregon.gov/cac](http://www.portlandoregon.gov/cac))
10. For diesel engines: indicate whether any EPA or CARB-verified aftermarket emissions control devices have been installed, and type of control device (e.g., DOC, DPF, etc.)
11. For nonroad equipment over 25hp and on-road cement mixers and dump trucks, provide the CAC registration number to PCC.

### **Vehicle and Equipment Idling-**

Contractor shall establish staging areas for vehicles and equipment in a location where the exhaust emissions have a minimal impact on personnel, sensitive populations or nearby communities. Examples of sensitive populations are residences, schools, hospitals and nursing homes.

Contractor(s) shall limit idling of diesel equipment to 5 minutes when not in use or in motion:

1. All nonroad diesel equipment must shut down after five (5) minutes of inactivity, and
2. All applicable nonroad diesel equipment shall have decals/prompts visible to the operator to remind them to shut down the equipment after five (5) minutes of inactivity, and
3. Contractors will post "Five Minute Limit" idling reduction signs near equipment and vehicle jobsite entrances and/or gathering areas where signage is highly visible to on-site workers, and
4. Contractors will ensure all diesel equipment operators are aware of the policy.

Diesel equipment that meet one or more of the following criteria are exempt from the five-minute idling maximum:

1. When traffic conditions or mechanical difficulties, over which the operator has no control, force the equipment to remain motionless.
2. When operating the equipment's heating, cooling or auxiliary systems is necessary to accomplish the equipment's intended use.
3. When the safety of contractors and their employees may be compromised if diesel equipment is turned off; for example, where employees are working in a trench.
4. To bring the equipment to the manufacturer's recommended operating temperature.
5. When the equipment meets the most stringent EPA emissions standards or has been retrofit with a diesel particulate filter (DPF).
6. When frequent shutdowns may be detrimental to the exhaust control system, reducing the effectiveness of that system by lowering the exhaust temperature.
7. When the outdoor temperature is below 20 °F.
8. When the equipment requires testing, servicing, inspection, or repairs.
9. Under other circumstances specifically authorized by PCC.

### **Diesel Engine Requirements for Reducing Diesel Particulate Matter-**

For this section, Best Available Control Technology (BACT) approach means that for that specific vehicle or piece of equipment, that among all potential options, the emission control device that maximizes diesel particulate matter reductions was installed. A "DPF or equivalent" emission control device is defined as capturing diesel particulate matter at a level of 85% or greater.

- a. All nonroad diesel engines over 25hp, no Tier 0 engines will be allowed on the construction site unless:
  1. The Tier 0 engine is retrofitted with a California Air Resources Board (CARB) or Environmental Protection Agency (EPA) verified DPF or equivalent; or
  2. If the Tier 0 engine cannot accept a DPF or equivalent device, the engine is retrofitted with the next best emissions control device to reduce diesel particulate matter following a BACT approach; or
  3. An exemption is granted prior to the Notice to Proceed or during the course of the project in accordance with the exemption process outlined in the Exemptions section below.
  
- b. Effective January 1, 2023, for all nonroad diesel engines over 25hp, no Tier 0 or Tier 1 engines will be allowed on the construction site unless:
  1. The Tier 0 or Tier 1 engine is retrofitted with a CARB or EPA verified DPF or equivalent; or
  2. If the Tier 0 or Tier 1 engine cannot accept a DPF or equivalent device, the engine is retrofitted with the next best emissions control device to reduce diesel particulate matter following a BACT approach; or
  3. An exemption is granted prior to the Notice to Proceed or during the course of the project in accordance with the exemption process outlined in the Exemptions section below.
  
- c. Effective January 1, 2024, for all nonroad diesel engines over 25hp, no Tier 0, Tier 1, Tier 2, or Tier 3 engines will be allowed on the construction site unless:
  1. The Tier 0, Tier 1, Tier 2, or Tier 3 engine is retrofitted with a CARB or EPA verified DPF or equivalent. An engine with a non-DPF emissions control device (or equivalent) is only allowed if it was previously approved by the CAC Program prior to 2024; or
  
  2. An exemption is granted prior to the Notice to Proceed or during the course of the project in accordance with the exemption process outlined in the Exemptions section below.
  
- d. Effective January 1, 2024, no on-road diesel concrete mixers or dump trucks older than 2007 will be allowed on the construction site unless:
  1. The engine is retrofitted with a CARB or EPA verified DPF or equivalent; or
  2. The equipment owner is a COBID-certified business and the engine was retrofitted with a non-DPF emissions control device to reduce diesel particulate matter following a BACT approach prior to 2024.
  3. An exemption is granted prior to the Notice to Proceed or during the course of the project in accordance with the exemption process outlined in the Exemptions section below.

- e. Effective January 1, 2025, for all nonroad diesel engines over 25hp, only Tier 4 engines will be allowed on the construction site unless:
  1. A Tier 0, 1, 2, or 3 engine is retrofitted with a CARB or EPA verified DPF or equivalent emissions control device. An engine with a non-DPF emissions control device (or equivalent) is only allowed if it was previously approved by the CAC Program prior to 2024 and the equipment owner is a COBID-certified business.
  2. An exemption is granted prior to the Notice to Proceed or during the course of the project in accordance with the exemption process outlined in the Exemptions section below.

A graphical representation of these requirements are available on the CAC Program website ([www.portlandoregon.gov/cac](http://www.portlandoregon.gov/cac)).

#### **Compliance Options Protocols-**

The Compliance Options Protocols guide equipment owners through which compliance option applies to their equipment following a "Best Available Technology" approach. The compliance option for a specific piece of equipment must be the option that reduces the diesel particulate matter the most within the capabilities of that piece of equipment. A graphical representation of these Compliance Options Protocols are available on the CAC Program website ([www.portlandoregon.gov/cac](http://www.portlandoregon.gov/cac)).

#### **Exemptions to Diesel Engine Requirements for Reducing Diesel Particulate Matter-**

Exemptions for safety and technology:

Contractors or Subcontractors may apply for exemptions to the diesel engine requirements outlined in this section on a per equipment/vehicle basis (for their own fleet or that of a supplier) in circumstances where:

- The equipment/vehicle is required for an emergency (including for underground equipment operators) and such need is approved verbally by the Project Manager and subsequently confirmed in writing; or
- After following a BACT approach, the required emission control device would obscure operator lines of sight or otherwise impact worker safety or the equipment is not able to be retrofit with a verified emission control device; or
- No compliant rental equipment is available within 100 miles of the job site; or
- After following a BACT approach, the Contractor or Subcontractors can demonstrate that due to the uniqueness of the equipment/vehicle or similar special circumstances, it is not reasonable to comply with the diesel engine requirement for a specific piece of equipment/vehicle.

#### **Exemptions for COBID-certified businesses-**

COBID-certified businesses are exempt from the engine requirements until such time that the Volkswagen Settlement, Diesel Emissions Reduction Act (DERA), or other grant funds are available to the Contractor and Subcontractor(s) to offset or reduce the costs of equipment and/or retrofits needed to comply with the engine requirements, or 2024, whichever is earlier. COBID-certified businesses must comply with idling reduction requirements. COBID-certified businesses may submit a single request for this exemption but must register all equipment subject to this standard in the CAC Compliance Portal.

If Contractors or Subcontractors believe an exemption is warranted, they may apply for an exemption:

- In writing, when registering their (or their suppliers') equipment or vehicles via the CAC Compliance Portal. Non-emergency exemption requests to the diesel engine requirements shall be submitted to the CAC Program via the CAC Compliance Portal for approval at this time. Approved exemptions shall be valid for a specified timeframe, after which the exemption shall be reviewed by the CAC Program and either retired or renewed. Non-emergency exemption validity timeframes will vary by type of exemption but will be valid for a minimum of one-year.
- Verbally, when a noncompliant piece of equipment/vehicle is needed to respond to unforeseen and unforeseeable circumstances occurring during the course of the project, including but not limited to an emergency, or the need to provide a substitute for equipment/vehicles requiring repair/maintenance. In such cases, the Project Manager may provide verbal approval for an exemption, conditioned upon prompt receipt of Contractor or Subcontractor's written exemption request subsequent to the initial verbal approval. Such exemptions will be valid only for the duration of the unique circumstance provided for under this paragraph, such as the duration of an emergency, repair timeframe, or similar temporary timeframe as applicable.

**Noncompliance with Diesel Engine Requirements for Reducing Diesel Particulate Matter-**

If the Project Manager determines that the Contractor or its Subcontractor or Suppliers are violating or have violated the diesel engine requirements during the course of their work on the Project, the Project Manager will issue a written Notice to Cure to the Contractor.

The Notice to Cure will state the specifics of the violation and the timeframe within which the Contractor must remedy the violation, not to exceed seven (7) calendar days. If the Contractor fails to remedy the violation within the time period set forth in the Notice to Cure, the Project Manager may issue a Stop Work order, directing that Contractor stop all work until the violation is remedied.

Any delays caused by said work stoppage due to failure to remedy the violation are Inexcusable Delays. Costs incurred by PCC due to such Inexcusable Delays must be paid promptly by the Contractor(s). Costs incurred by Contractors, Subcontractors and Suppliers due to such Inexcusable Delays are the responsibility of the Contractor(s). Additionally, PCC may exercise any other remedy available to it under this Contract, including liquidated damages (if stated), Suspension, and Termination.



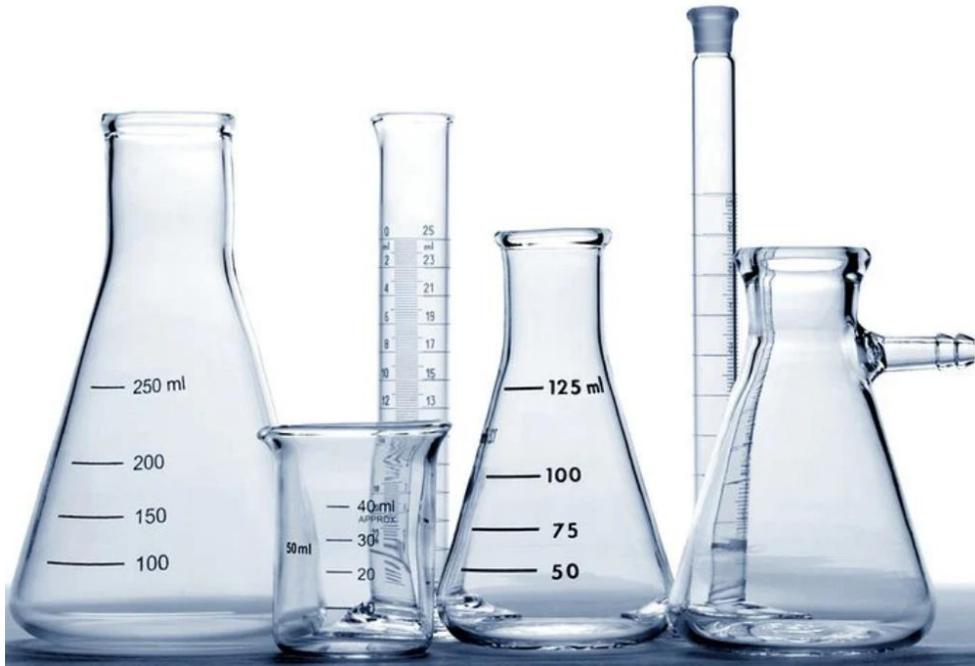
SECTION VI – ATTACHMENTS  
Solicitation No: P&CC25-072-RFP  
CM/GC services for Cascade Campus Public Service Education Building  
Renovation ATTACHMENT P

**ATTACHMENT – PR RR**

*~~~~ Project Narrative follows ~~~~*

# PCC ROCK CREEK B7 CHEMISTRY LAB RENOVATION PRICING PACKAGE

October 2024



## EXECUTIVE SUMMARY

In 2018, Portland Community College engaged PAE Engineers to assist with upgrading fume hoods in the Chemistry Department in Building 7 on the Rock Creek Campus. After initial assessment, the team realized that replacing the fume hoods would not adequately solve the challenges that the Department faced providing the highest quality of instruction in aging teaching laboratories that do not support current teaching practices, technology or collaborative student work. The team decided to consider options that would improve all of the Chemistry classrooms and support spaces. At that time, TVA Architects was added to the team.

Moving forward, PAE and TVA produced a narrative that featured a prioritized list of upgrades for PCC. After consideration and budget alignment, PCC decided to move forward with the recommendations for complete upgrade of Organic Chemistry Room 221. PAE and TVA produced construction documents for that space and the project was completed in 2022.

Today, PAE and TVA continue that work for the Chemistry Department on the Rock Creek Campus. Based on review of the existing Organic Chemistry Room 221 project and documents, two meetings with project stakeholders, one site visit and subsequent coordination with members of the Chemistry Department, we have prepared this Cost Estimate Package.

The current project evaluates Chemistry Rooms 223 and 225 and recommends a solution that meets the following primary project goals:

This project will create a space that:

- Supports high quality instruction using current teaching practices that include technology and collaborative student work.
- Resolves accessibility limitations
- Is durable, long lasting and cost effective.
- Uses PCC standards for construction, equipment and finish.
- Provides fully accessible classrooms and lab equipment.

The scope of this project also includes:

- The replacement of an aging fume hood in Room 217 Lab Prep, adjacent to Rooms 223 and 225.
- The replacement of the ceiling grid, acoustical ceiling tile and lighting in Support Room 221A between Rooms 221 and 223.

Please note the format for the remaining sections will follow this pattern:

### SECTION TITLE

Title of associated pdf drawing. This can be found in the Appendix.

Following this summary is a list of the various scopes of work for each space. TVA's narrative includes descriptions of major room systems and finishes. PAE's narrative describes the infrastructure work required to support the laboratory upgrades. At the end, there is an Appendix which includes referenced drawings and supplemental information.

## ACCESSIBILITY

### A1.02e Enlarged Plan – Level 02 Existing Conditions.pdf

As a first step for TVA, Chemistry Labs 223 and 225 were evaluated according to current building code standards of accessibility which requires equitable access and egress into and within classrooms as well as equitable access to lab equipment.

The drawing for this section illustrates the various issues that prevent the rooms from being fully accessible:

Rooms 223 and 225 were designed to teach chemistry experiments before computers and instrumentation were necessary in a student lab.

Computers are stored on mobile carts or attached at the aisles of the student benches:

- The carts and computers block main aisles and create ADA compliance and egress issues when not in use.
- And if students are using the computers on carts during the lab session, carts rolling into the limited space between the student benches impede access to the benchtop and equipment, in addition to compromising emergency egress.

The benchtops do not have knee spaces for students, which results in students sitting on stools back to back.

- This creates a tripping hazard in the lab.
- This results in little to no space for egress.
- This makes it very difficult for an instructor to check on students' work.

Each benchtop has two large vents that impair the visual field of students and prevents computer use at the bench top.

Note for Lab Classroom Procedure, per the Chemistry Department Chair: The Extraction Arm EA-1 for lab waste collection is installed above a countertop height that is not accessible. Students work in pairs for lab cleanup at the end of class. The student who requires accessible areas would take the task of glassware washing and the other student would take the task of waste disposal using the Extraction Arm.

## NARRATIVE GENERAL NOTES FOR ALL ROOMS IN SCOPE

### All pdfs and Appendix

Organic Chemistry Room 221 was used as a basis of design for the two chemistry rooms in this project. Lab casework, fixtures, equipment and finishes are to match that space as closely as possible. This package does take into account new feedback given by PCC staff, so there will be minor differences noted.

As an overall strategy to keep costs down, this project uses existing utility and fixture locations whenever possible, replacing the old fixtures with new versions. There are some exceptions where a new utility is needed. See MEP narrative and drawings.

All fume hoods will need to be commissioned through a third party to PCC's current standards.

## NARRATIVE FOR RENOVATION OF CHEMISTRY LAB 223

### A1.02 Level 2 Floor Plan

#### FLOOR:

Existing concrete floor to be refinished with 400 grit sandpaper and sealed with clear finish to match Room 221.

Rubber base throughout the room at walls and toe kicks of casework.

#### DOORS:

For the two main entrance doors off the corridor, provide a price for hollow metal frame and steel panel doors with narrow lite. Door hardware to match PCC standards of latch set, pull, lock and closer. See plan notes for door plus alternative price for reusing existing panels. All other doors to remain as is and receive paint.

#### CEILING:

Remove existing acoustical tile ceiling and grid. Replace with Armstrong Health Zone Optima NRC .95 with 15/16" Metal Grid, White.

Remove existing linear pendant lighting, and replace with new linear pendant fixtures per Electrical.

#### CASEWORK:

Remove casework in rooms 223 and 225 and replace with new, Modular Laboratory Casework throughout the room. Provide according to the PCC standard specification 123553.19 Modular Wood Laboratory Casework, for standard construction, fabrication and finish of applicable items. See Appendix for specification.

Base cabinets with doors, drawers, pull out shelves, and open knee space back panels. Wall Hung Swinging Door Upper Cabinets with glass fronts, Full Height Open Adjustable Wood Wall Shelves, Mobile Adjustable Height Table. All open knee spaces in base cabinets to have finished back panels that match the casework. Casework to have rubber base at toe kicks.

#### COUNTERTOP

1" thick epoxy, black color, with 4" backsplash to match. Also provide backsplash at side locations when countertop is adjacent to wall or piece of equipment.

#### LAB SINKS & FIXTURES:

Epoxy Drop-In laboratory sinks, sizes and shapes per drawings and cut sheets.

Fixtures and finishes according to the drawings and appendix 123553.19 Modular Wood Laboratory Casework specification, and cut sheets. Polished Chrome Finish standard.

#### UTILITIES

Architectural drawings show the locations of lab and sink fixtures and equipment.

See MEP drawings for information on all utility system locations, removal/capping of existing utilities and any additional services as required.

Electrical power basis of design monument at student benches is Watersaver E400WS Series, Single Gang Double Face and at the teaching bench, Watersaver E500WS Series, Double Gang Single Face. SA Satin Aluminum Finish. Wiremold to be provided along all perimeter casework above the backsplash.

Emergency shower and curtain to remain in place and be reused in new space.

## EQUIPMENT

The new lab will allow for 12 computers, 1 per each side of the student benches.

New, 6'-0" VAV, High Performance Low Velocity Fume Hoods with non-vented base cabinets below. Fume Hoods to be provided with: Natural Gas, Vacuum, Compressed Air, Cold Water and Normal Power on both sides of the Hood. Hoods in classrooms to have cup sinks on both sides and lattice in the back.

At the new location of the freezer on the west wall, provide water, floor drain and electrical for one New Future Ice Maker.

## SIGNAGE

Existing exit and room signage to remain. Add new signage for fixtures, accessibility and code as required.

## NARRATIVE FOR RENOVATION OF CHEMISTRY LAB 225

### A1.02 Level 2 Floor Plan

#### FLOOR:

Existing concrete floor to be refinished with 400 grit sandpaper and sealed with clear finish to match Room 221.

Rubber base throughout the room at walls and toe kicks of casework.

#### CEILING:

Remove existing acoustical tile ceiling and grid. Replace with Armstrong Health Zone Optima NRC .95 with 15/16" Metal Grid, White.

Remove existing linear pendant lighting, and replace with new linear pendant fixtures per Electrical.

#### CASEWORK:

Remove casework in rooms 223 and 225 and replace with new, Modular Laboratory Casework throughout the room. Provide according to the PCC standard specification 123553.19 Modular Wood Laboratory Casework, for standard construction, fabrication and finish of applicable items. See Appendix for specification.

Base cabinets with doors, drawers, pull out shelves, and open knee space back panels. Wall Hung Swinging Door Upper Cabinets with glass fronts, Full Height Open Adjustable Wood Wall Shelves, Mobile Adjustable Height Table. All open knee spaces in base cabinets to have finished back panels that match the casework. Casework to have rubber base at toe kicks.

#### COUNTERTOP

1" thick epoxy, black color, with 4" backsplash to match. Also provide backsplash at side locations when countertop is adjacent to wall or piece of equipment.

#### LAB SINKS & FIXTURES:

Epoxy Drop-In laboratory sinks, sizes and shapes per drawings and cut sheets.

Fixtures and finishes according to the drawings and appendix 123553.19 Modular Wood Laboratory Casework specification, and cut sheets. Polished Chrome Finish standard.

## UTILITIES

Architectural drawings show the locations of lab and sink fixtures and equipment.

See MEP drawings for information on all utility system locations, removal/capping of existing utilities and any additional services as required.

Electrical power basis of design monument at student benches is Watersaver E400WS Series, Single Gang Double Face and at the teaching benches, Watersaver E500WS Series, Double Gang Single Face. SA Satin Aluminum Finish. Wiremold to be provided along all perimeter casework above the backsplash.

Emergency shower and curtain to remain in place and be reused in new space.

## EQUIPMENT

The new lab will allow for 12 computers, 1 per each side of the student islands.

New, 6'-0" VAV Fume Hoods with non-vented base cabinets below. Fume Hoods to be provided with Natural Gas, Vacuum, Compressed Air, Cold Water and Normal Power on both sides of the Hood. Hoods in classrooms to have cup sinks on both sides and lattice in the back.

## SIGNAGE

Existing exit and room signage to remain. Add new signage for fixtures, accessibility and code as required.

### NARRATIVE FOR LAB PREP 217

#### A1.02 Level 2 Floor Plan

Remove and replace one existing fume hood with new 6'-0" VAV Hood with 3 non-vented acid base cabinets below. Fume Hood to be provided with Cold Water and sink SK-4 on one side, Vacuum and Compressed Air on the other side. Normal Power on both sides. Hood to have lattice in the back.

### NARRATIVE FOR LAB SUPPORT 221A

#### A3.02 Enlarged RCP-Rooms 223 and 225

## CEILING:

Remove existing acoustical tile ceiling, grid and replace with Armstrong Health Zone Optima NRC .95 with 15/16" Metal Grid, White.

Remove existing linear pendant lighting, and replace with new linear pendant lighting. See electrical.

## APPENDIX

Specification 123553.19 Modular Wood Laboratory Casework provided by PCC as Basis of Design Standard Submittal for Fume Hood from Rm 221 Project. Use as BOD.

Cut Sheets of Fixtures and Equipment

TVA Drawing Index:

### GENERAL

G0.00 Project Title and Information

### ARCHITECTURAL

A1.02e Enlarged Plan – Level 02 Existing Conditions

A1.02d Enlarged Plan – Level 02 Demolition

A1.02 Level 02 Floor Plan

A3.02 Level 02 Enlarged RCP –Rooms 223 and 225

A7.50 Interior Elevations

A7.51 Interior Elevations

PAE Drawing Index:

### MECHANICAL

M0.01 Mechanical Equipment Schedules

M1.02a Enlarged Plan – Level 02

M1.02b Enlarged Plan – Level 02

M1.02c Enlarged Plan – Level 02

M1.03 Level 03 Floor Plan

M6.01 Mechanical Equipment Details

M7.01 Mechanical Control Details

### PLUMBING

P1.02 Level 02 Floor Plan

P1.02d Enlarged Plan – Level 02 Demolition

### ELECTRICAL

E1.02e Level 02 Existing Conditions

E2.02 Level 02 Floor Plan

E2.03 Level Penthouse Floor Plan

E3.02 Level 02 Reflected Ceiling Plan

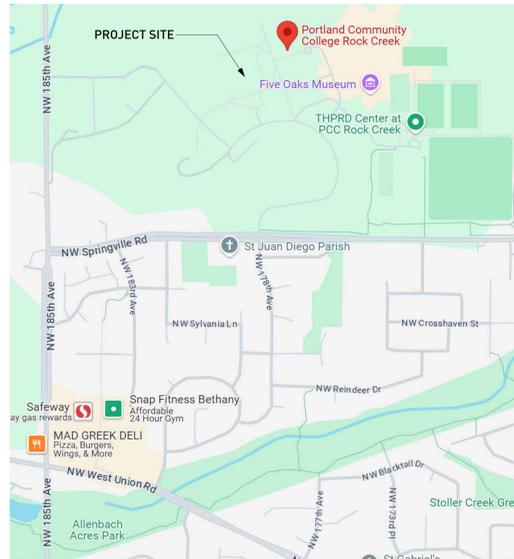
E7.50 Details and Diagrams

# PCC ROCK CREEK B7

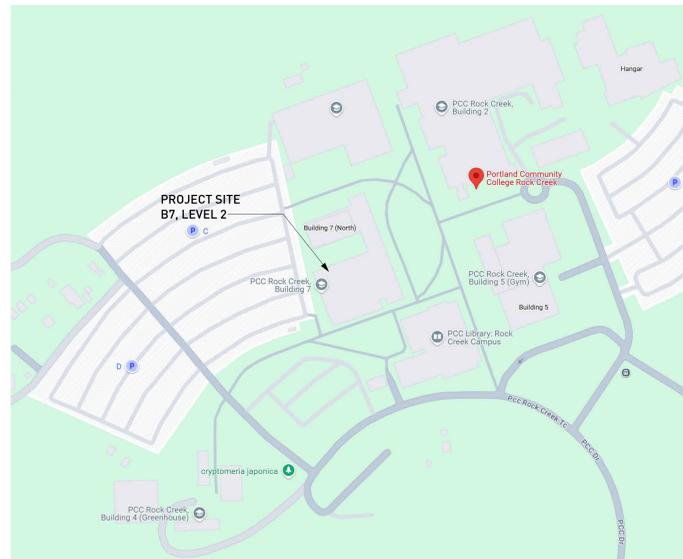
## CHEMISTRY LAB RENOVATION

17705 NW SPRINGVILLE ROAD  
PORTLAND, OR 97229

PRICING SET 10/25/24



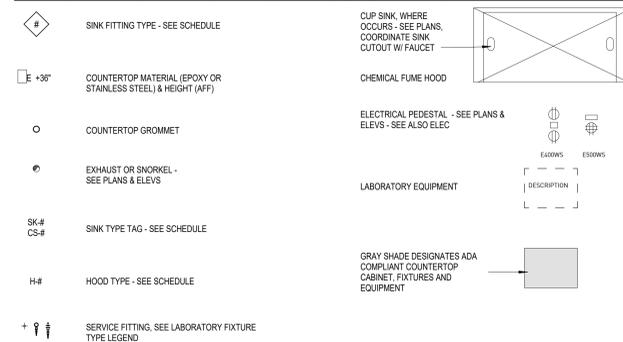
VICINITY MAP  
NOT TO SCALE



CAMPUS MAP  
NOT TO SCALE



### LABORATORY FURNISHINGS SYMBOLS



### LABORATORY FIXTURE TYPE LEGEND

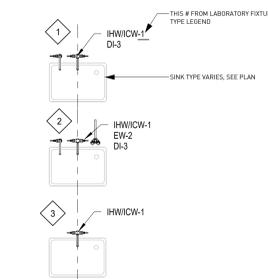
NOTE: FIXTURE TYPES ARE BASIS OF DESIGN. MODEL NUMBERS ARE WATERSAVER UNLESS NOTED OTHERWISE.

| FIXTURE | DESCRIPTION  | MODEL NO.             | COMMENTS |
|---------|--|-----------------------|----------|
| 1       | DECK-MOUNTED HOT & COLD WATER MIXING FAUCET WITH 10" SWING GOOSENECK, VACUUM BREAKER, AERATOR & BLADE HANDLES  | L412-10VB-BH          |          |
| 2       | DECK-MOUNTED EMERGENCY EYEWASH DRENCH HOSE WITH BACKFLOW PREVENTER & HOSE GUIDE  | EW102BP-HG            |          |
| 3       | DECK-MOUNTED PURE WATER (RO) FAUCET W/ 6" GOOSENECK, PURE TINI-LINED INTERNAL CONSTRUCTION & BLADE HANDLE IN LEFT HAND CONFIGURATION   | L694-BH               |          |
| 4       | DECK-MOUNTED SINGLE BALL VALVE, 90-DEGREE TO TURRET BASE FOR GAS, AIR, NITROGEN, OR VACUUM   | L4200-131WSA          |          |
| 4A      | DECK-MOUNTED DOUBLE BALL VALVE, 180-DEGREE TO TURRET BASE FOR GAS, AIR, NITROGEN, OR VACUUM  | L4200-132WSA          |          |
| 4B      | PANEL-MOUNTED DOUBLE BALL VALVE, SINGLE TURRET BASE FOR GAS, AIR, NITROGEN, OR VACUUM  | L4200-132WSA          |          |
| 5       | REMOTE CONTROL COLD WATER VALVE FOR FUME HOOD WITH PANEL-MOUNTED OUTLET ASSEMBLY WITH RIGID GOOSENECK AND VACUUM BREAKER (SEE PLANS FOR RIGHT- OR LEFT-HANDED LOCATIONS) COORDINATE CUPSINK (CS-1, U.N.O.) AND CUTOUT LOCATION W/ FAUCET | L4285W-9VB HLB OR HRB |          |
| 5A      | REMOTE CONTROL NEEDLE VALVE FOR FUME HOOD WITH PANEL-MOUNTED OUTLET ASSEMBLY FOR GAS, AIR, NITROGEN & VACUUM (SEE PLANS FOR RIGHT- OR LEFT-HANDED LOCATIONS)   | L4285N-LR             |          |

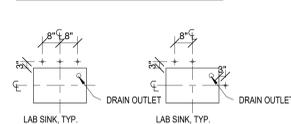
### LAB FURNISHINGS ABBREVIATIONS

- A COMPRESSED AIR
- ADJ ADJUSTABLE
- AFF ABOVE FINISH FLOOR
- CS CUP SINK
- CW COLD WATER (POTABLE)
- D DATA POINT LOCATION
- DI DEIONIZED WATER
- DTL DETAIL
- ELEV ELEVATION
- EP EMERGENCY POWER
- EQUIP EQUIPMENT
- ES, ES UNDERCOUNTER EQUIPMENT SPACE
- ESS EMERGENCY SAFETY SHOWER
- EW EYEWASH
- EWES SAFETY STATION (EYEWASH/EMERGENCY SHOWER)
- FD FLOOR DRAIN
- PH FUME HOOD
- G NATURAL GAS
- HP HIGH PRESSURE
- ICW INDUSTRIAL COLD WATER (NON-POTABLE)
- IHW INDUSTRIAL HOT WATER (NON-POTABLE)
- KS, KIS UNDERCOUNTER KNEE SPACE
- LP LOW PRESSURE
- MFR MANUFACTURER
- OFCI OWNER FURNISHED, CONTRACTOR INSTALLED
- OFCI OWNER FURNISHED, OWNER INSTALLED
- PW PURE WATER
- RO REVERSE OSMOSIS
- SS STAINLESS STEEL
- T TROUGH
- TYP TYPICAL
- UC UNDERCOUNTER
- UNO UNLESS NOTED OTHERWISE
- UPS UNINTERRUPTED POWER SUPPLY
- V VACUUM

### SINK SERVICE FITTING SCHEDULE



### LABORATORY FITTINGS GROUP SPACING



### SINK TYPES

| SK-# | DROP-IN EPOXY | 24" L X 16" W X 10" D         | DURCON | D55 |                       |
|------|---------------|-------------------------------|--------|-----|-----------------------|
| SK-2 | DROP-IN EPOXY | 25" L X 15" W X 9 1/11" D ADA | DURCON | A54 |                       |
| SK-3 | DROP-IN EPOXY | 16" L X 12" W X 8" D          | DURCON | D15 |                       |
| SK-4 | DROP-IN EPOXY | 15" L X 8" W X 8" D           | DURCON | D08 | RM 117 FUME HOOD ONLY |

### HOOD TYPES

H-6 AND H-6 ADA: 6' CHEMICAL FUME HOOD  
 MOTT BENCHTOP PRO HOOD MODEL # 7421040  
 EXHAUST TYPE: VAV  
 WORKSURFACE: EPOXY  
 SASH TYPE: VERTICAL  
 REMARKS: LATTICE, PROXIMITY SENSOR

### EXTRACTION ARM TYPE

EA-1: WASTE COLLECTION SYSTEM TO MATCH CHEMISTRY ROOM 121  
 NEDERMAN BENCHTOP EXTRACTION ARM FX2 75 CHEM  
 FX2-CHEM-D75-L1100-Up-PLUS  
 PART NO: 70483244  
 MAX WORKING RADIUS: 1090mm (42.9")

### PROJECT DIRECTORY

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 flo.woodbury@tvaarchitects.com

### DRAWING INDEX

**GENERAL**

60.00 PROJECT TITLE AND INFORMATION

**ARCHITECTURAL**

60.00 PROJECT TITLE AND INFORMATION  
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 A1.02b ENLARGED PLAN - LEVEL 02 DEMOLITION  
 A1.02 ENLARGED PLAN - LEVEL 2 FLOOR PLAN  
 A3.02 LEVEL 02 ENLARGED RCP - ROOMS 223 AND 225  
 A7.50 INTERIOR ELEVATIONS  
 A7.51 INTERIOR ELEVATIONS

**MECHANICAL**

M0.01 MECHANICAL EQUIPMENT SCHEDULES  
 M1.02a ENLARGED PLAN - LEVEL 02  
 M1.02b ENLARGED PLAN - LEVEL 02  
 M1.02c ENLARGED PLAN - LEVEL 02  
 M1.03 LEVEL 03 FLOOR PLAN  
 M6.01 MECHANICAL EQUIPMENT DETAILS  
 M7.01 MECHANICAL CONTROL DETAILS

**PLUMBING**

P1.02 LEVEL 02 FLOOR PLAN  
 P1.02a ENLARGED PLAN - LEVEL 02 DEMOLITION

**ELECTRICAL**

E1.02a LEVEL 02 EXISTING CONDITIONS  
 E2.02 LEVEL 02 FLOOR PLAN  
 E2.03 LEVEL PENTHOUSE FLOOR PLAN  
 E3.02 LEVEL 02 REFLECTED CEILING PLAN  
 E7.50 DETAILS AND DIAGRAMS



**ACCESSIBILITY**

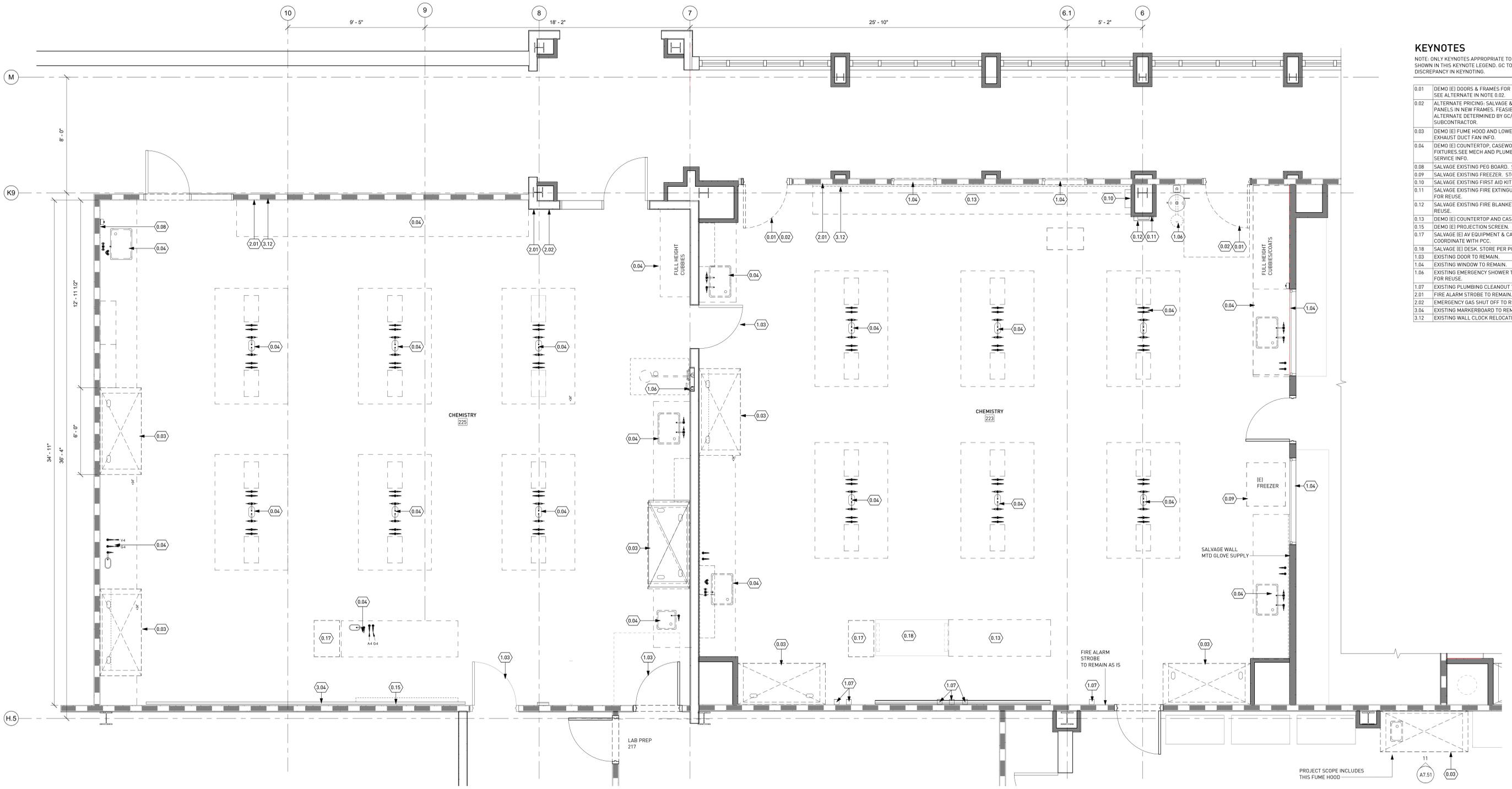
1. ONE OF EACH TYPE OF LAB EQUIPMENT TO BE ADA COMPLIANT.
2. ONE OF EACH TYPE OF LAB FIXTURE TO BE ADA COMPLIANT.
3. 5% OF STUDENT SEATING TO BE ADA COMPLIANT.

**EQUITABLE ACCESSIBILITY**

1. LAB SINK IN ACCESSIBILITY AREA TO MATCH STANDARD LAB SIZE IN ROOM AND TO BE DUAL DEPTH 5'11" FOR ACCESSIBILITY.
2. TWO ACCESSIBLE STUDENT WORKSTATIONS, ONE IN FRONT, ONE IN BACK, FOR SEATING CHOICE.

**1 LEVEL 02 FLOOR PLAN EXISTING CONDITIONS - ADA ASSESSMENT NOTES**  
3/8" = 1'-0"



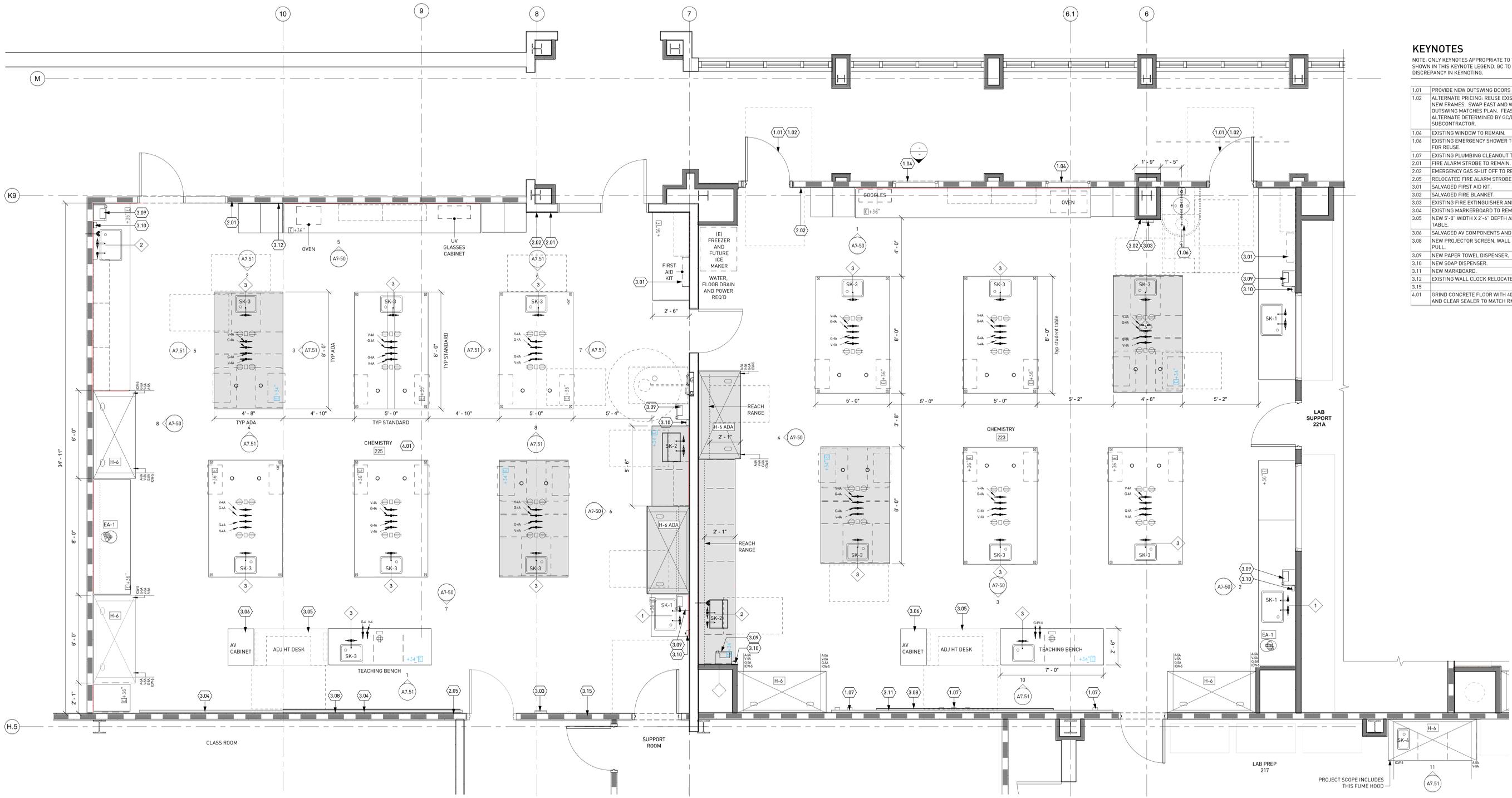


**KEYNOTES** SHOWN THUS

NOTE: ONLY KEYNOTES APPROPRIATE TO THIS SHEET ARE SHOWN IN THIS KEYNOTE LEGEND. GC TO VERIFY ANY DISCREPANCY IN KEYNOTING.

|      |   |
|------|---|
| 0.01 | DEMO (E) DOORS & FRAMES FOR NEW OUTSWING DOOR. SEE ALTERNATE IN NOTE 0.02.  |
| 0.02 | ALTERNATE PRICING: SALVAGE & REUSE EXISTING DOOR PANELS IN NEW FRAMES. FEASIBILITY OF THIS ALTERNATE DETERMINED BY GC/DOOR SUBCONTRACTOR. |
| 0.03 | DEMO (E) FUME HOOD AND LOWER SEE MECH FOR EXHAUST DUCT FAN INFO.  |
| 0.04 | DEMO (E) COUNTERTOP, CASEWORK, SINKS AND LAB FIXTURES. SEE MECH AND PLUMBING FOR UTILITY SERVICE INFO.                                    |
| 0.08 | SALVAGE EXISTING PEG BOARD. STORE PER PCC.  |
| 0.09 | SALVAGE EXISTING FREEZER. STORE PER PCC.  |
| 0.10 | SALVAGE EXISTING FIRST AID KIT FOR REUSE.   |
| 0.11 | SALVAGE EXISTING FIRE EXTINGUISHER AND CABINET FOR REUSE.   |
| 0.12 | SALVAGE EXISTING FIRE BLANKET AND CABINET FOR REUSE.  |
| 0.13 | DEMO (E) COUNTERTOP AND CASEWORK.   |
| 0.15 | DEMO (E) PROJECTION SCREEN.   |
| 0.17 | SALVAGE (E) AV EQUIPMENT & CABINET FOR REUSE. COORDINATE WITH PCC.  |
| 0.18 | SALVAGE (E) DESK. STORE PER PCC.  |
| 1.03 | EXISTING DOOR TO REMAIN.  |
| 1.04 | EXISTING WINDOW TO REMAIN.  |
| 1.06 | EXISTING EMERGENCY SHOWER TO REMAIN. PROTECT FOR REUSE.   |
| 1.07 | EXISTING PLUMBING CLEANOUT TO REMAIN.   |
| 2.01 | FIRE ALARM STROBE TO REMAIN.  |
| 2.02 | EMERGENCY GAS SHUT OFF TO REMAIN.   |
| 3.04 | EXISTING MARKERBOARD TO REMAIN.   |
| 3.12 | EXISTING WALL CLOCK RELOCATED.  |

**1 LEVEL 02 FLOOR PLAN DEMOLITION**  
3/8" = 1'-0"

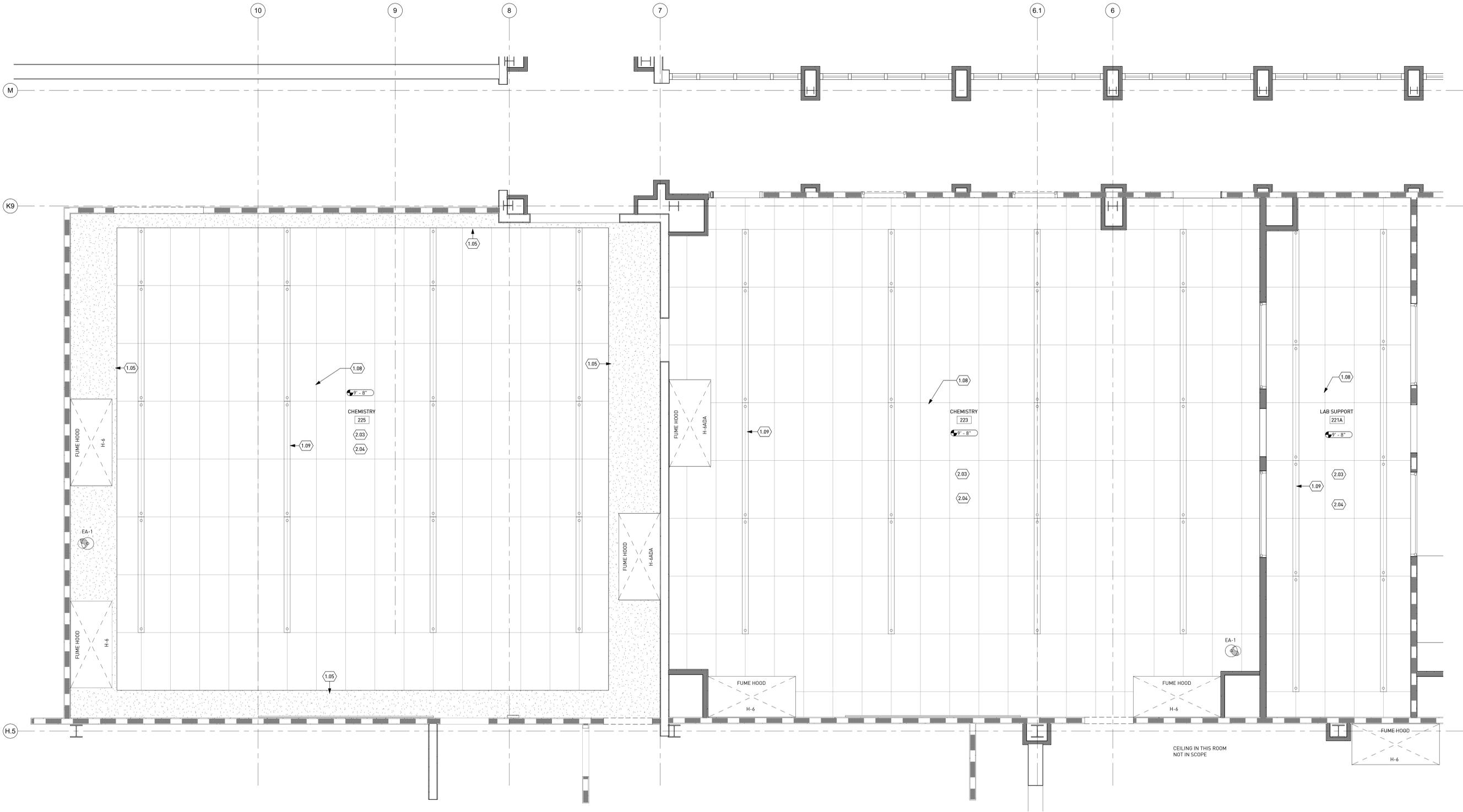


**KEYNOTES** SHOWN THUS

NOTE: ONLY KEYNOTES APPROPRIATE TO THIS SHEET ARE SHOWN IN THIS KEYNOTE LEGEND. GC TO VERIFY ANY DISCREPANCY IN KEYNOTING.

- 1.01 PROVIDE NEW OUTSWING DOORS AND FRAMES.
- 1.02 ALTERNATE PRICING- REUSE EXISTING DOOR PANELS IN NEW FRAMES. SWAP EAST AND WEST DOOR PANELS SO OUTSWING MATCHES PLAN. FEASIBILITY OF THIS ALTERNATE DETERMINED BY GC/DOOR SUBCONTRACTOR.
- 1.04 EXISTING WINDOW TO REMAIN.
- 1.06 EXISTING EMERGENCY SHOWER TO REMAIN. PROTECT FOR REUSE.
- 1.07 EXISTING PLUMBING CLEANOUT TO REMAIN.
- 2.01 FIRE ALARM STROBE TO REMAIN.
- 2.02 EMERGENCY GAS SHUT OFF TO REMAIN.
- 2.05 RELOCATED FIRE ALARM STROBE.
- 3.01 SALVAGED FIRST AID KIT.
- 3.02 SALVAGED FIRE BLANKET.
- 3.03 EXISTING FIRE EXTINGUISHER AND CABINET TO REMAIN.
- 3.04 EXISTING MARKERBOARD TO REMAIN.
- 3.05 NEW 5'-0" WIDTH X 2'-4" DEPTH ADJUSTABLE HEIGHT TABLE.
- 3.06 SALVAGED AV COMPONENTS AND CABINET.
- 3.08 NEW PROJECTOR SCREEN, WALL MOUNTED, MANUAL PULL.
- 3.09 NEW PAPER TOWEL DISPENSER.
- 3.10 NEW SOAP DISPENSER.
- 3.11 NEW MARKERBOARD.
- 3.12 EXISTING WALL CLOCK RELOCATED.
- 3.15
- 4.01 GRIND CONCRETE FLOOR WITH 400 GRIT SANDPAPER AND CLEAR SEALER TO MATCH RM 121 FLOOR.

**1 LEVEL 02 PARTIAL ENLARGED FLOOR PLAN PROPOSED LAYOUT**  
 3/8" = 1'-0"



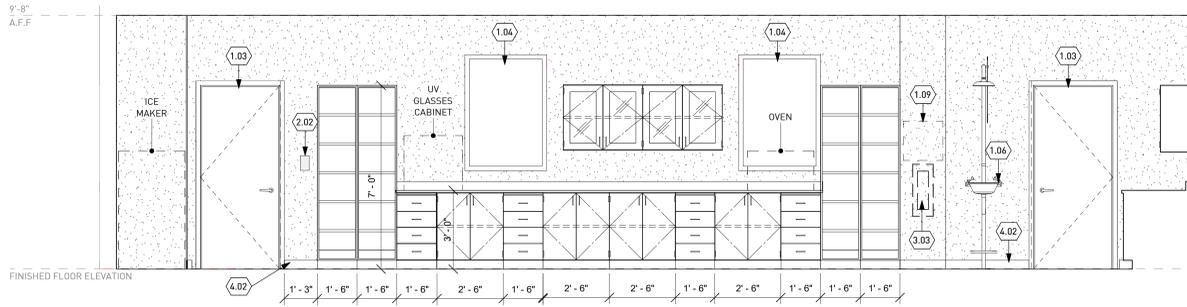
**1** LEVEL 02 ENLARGED RCP - ROOMS 223 AND 225  
 3/8" = 1'-0"

**KEYNOTES**      SHOWN THUS: ○

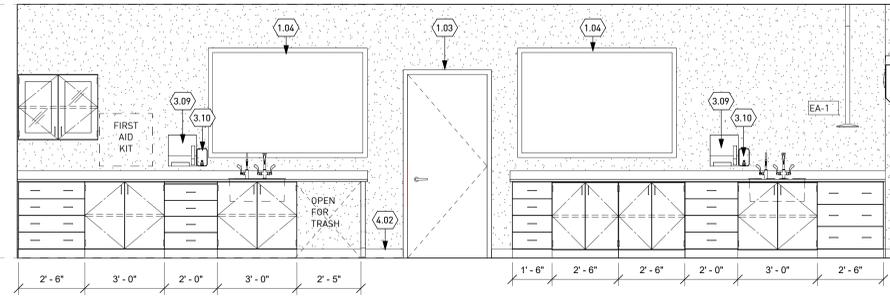
NOTE: ONLY KEYNOTES APPROPRIATE TO THIS SHEET ARE SHOWN IN THIS KEYNOTE LEGEND. GC TO VERIFY ANY DISCREPANCY IN KEYNOTING.

|      |                                       |
|------|---------------------------------------|
| 1.05 | EXISTING GYP BOARD SOFFIT TO REMAIN.  |
| 1.08 | NEW GRID AND ACOUSTICAL TILE CEILING. |
| 1.09 | NEW LINEAR LIGHTING. SEE ELECTRICAL.  |
| 2.03 | FIRE SPRINKLER SYSTEM TO REMAIN.      |
| 2.04 | NEW MECH GRILLES PER MECH DRAWINGS.   |

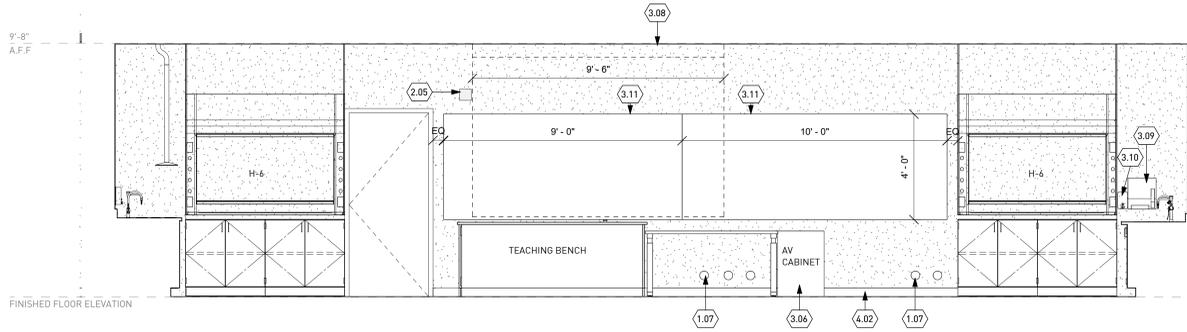




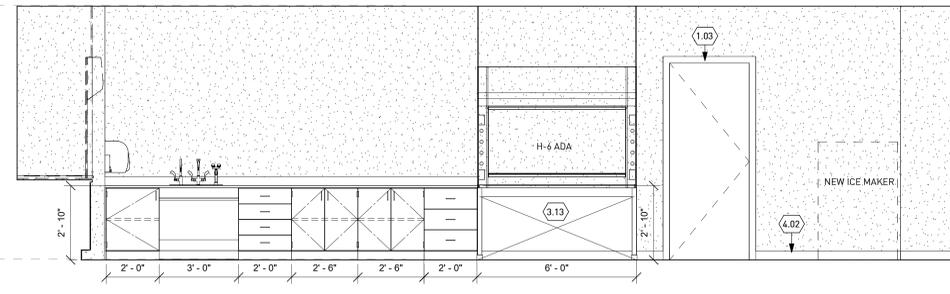
1 RM 223 NORTH ELEVATION  
3/8" = 1'-0"



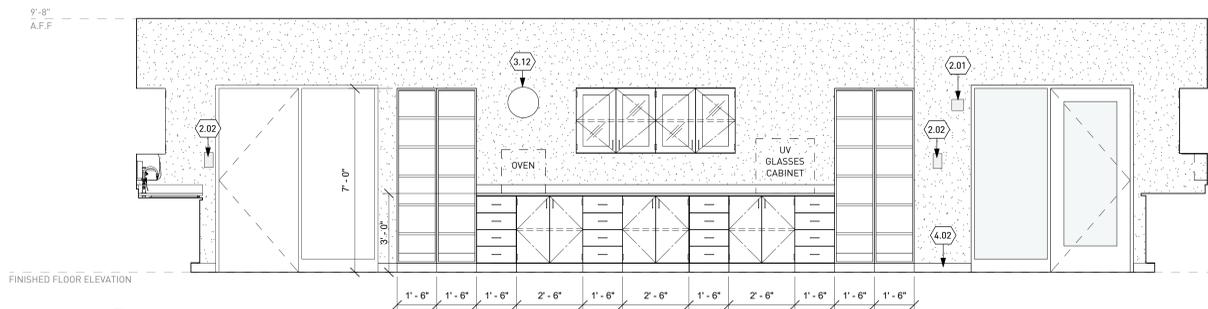
2 RM 223 EAST ELEVATION  
3/8" = 1'-0"



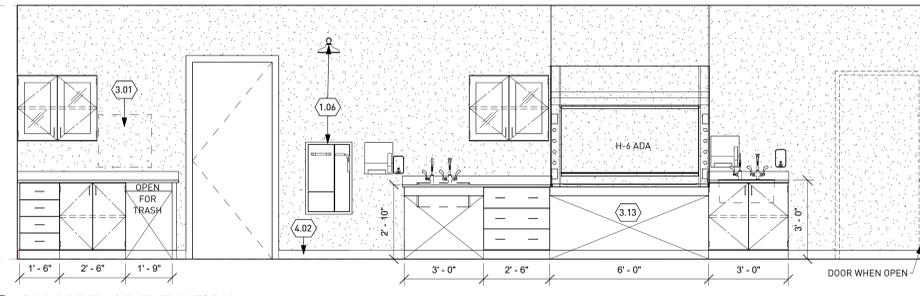
3 RM 223 SOUTH ELEVATION  
3/8" = 1'-0"



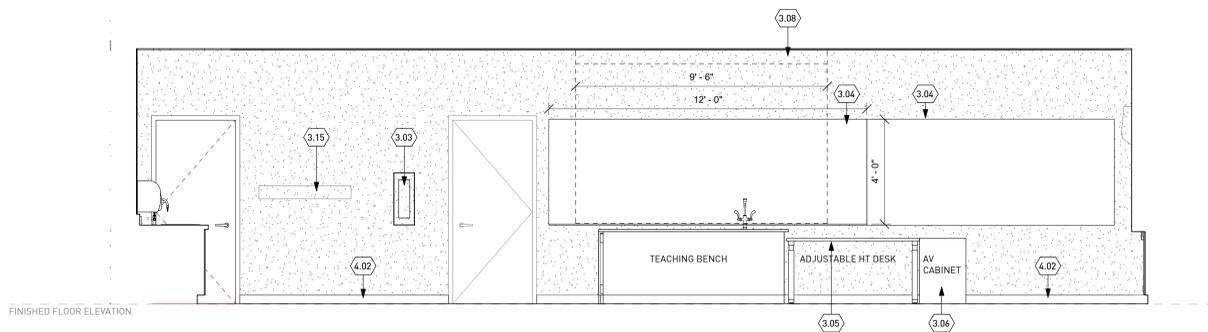
4 RM 223 WEST ELEVATION  
3/8" = 1'-0"



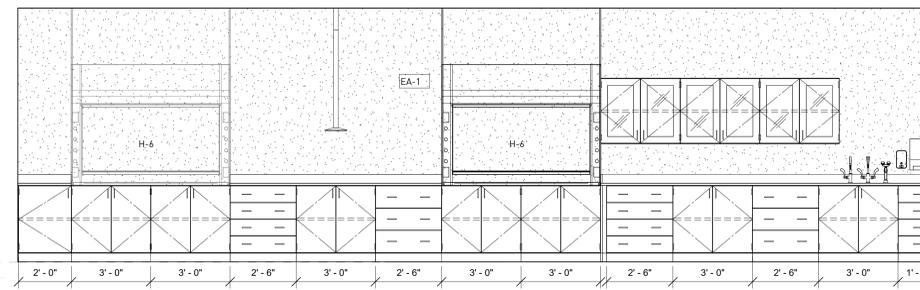
5 RM 225 NORTH ELEVATION  
3/8" = 1'-0"



6 RM 225 EAST ELEVATION  
3/8" = 1'-0"



7 RM 225 SOUTH ELEVATION  
3/8" = 1'-0"



8 RM 225 WEST ELEVATION  
3/8" = 1'-0"

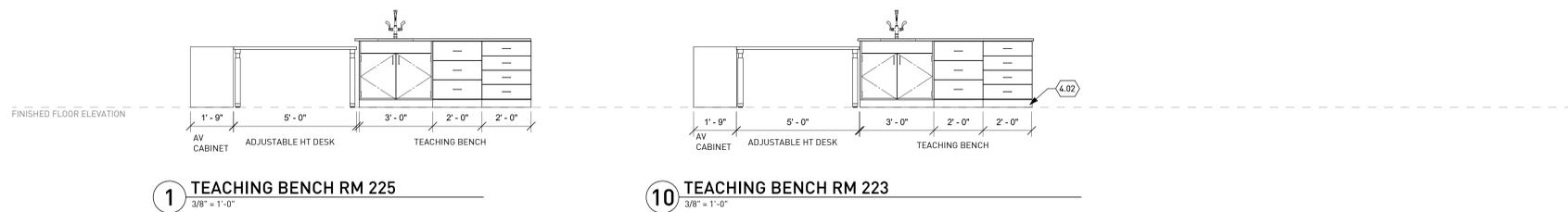
KEYNOTES

NOTE: ONLY KEYNOTES APPROPRIATE TO THIS SHEET ARE SHOWN IN THIS KEYNOTE LEGEND. GC TO VERIFY ANY DISCREPANCY IN KEYNOTING.

| KEYNOTE | DESCRIPTION   |
|---------|---|
| 1.03    | EXISTING DOOR TO REMAIN.                                |
| 1.04    | EXISTING WINDOW TO REMAIN.                              |
| 1.06    | EXISTING EMERGENCY SHOWER TO REMAIN. PROTECT FOR REUSE. |
| 1.07    | EXISTING PLUMBING CLEANOUT TO REMAIN.                   |
| 1.09    | NEW LINEAR LIGHTING. SEE ELECTRICAL.                    |
| 2.01    | FIRE ALARM STROBE TO REMAIN.                            |
| 2.02    | EMERGENCY GAS SHUT OFF TO REMAIN.                       |
| 2.05    | RELOCATED FIRE ALARM STROBE.                            |
| 3.01    | SALVAGED FIRST AID KIT.                                 |
| 3.03    | EXISTING FIRE EXTINGUISHER AND CABINET TO REMAIN.       |
| 3.04    | EXISTING MARKERBOARD TO REMAIN.                         |
| 3.05    | NEW 5'-0" WIDTH X 2'-6" DEPTH ADJUSTABLE HEIGHT TABLE.  |
| 3.06    | SALVAGED AV COMPONENTS AND CABINET.                     |
| 3.08    | NEW PROJECTOR SCREEN, WALL MOUNTED, MANUAL PULL.        |
| 3.09    | NEW PAPER TOWEL DISPENSER.                              |
| 3.10    | NEW SOAP DISPENSER.                                     |
| 3.11    | NEW MARKERBOARD.  |
| 3.12    | EXISTING WALL CLOCK RELOCATED.                          |
| 3.13    | FUME HOOD TO HAVE BACK KNEE SPACE PANEL/TOE KICK.       |
| 3.15    |   |
| 4.02    | 4" RUBBER BASE  |

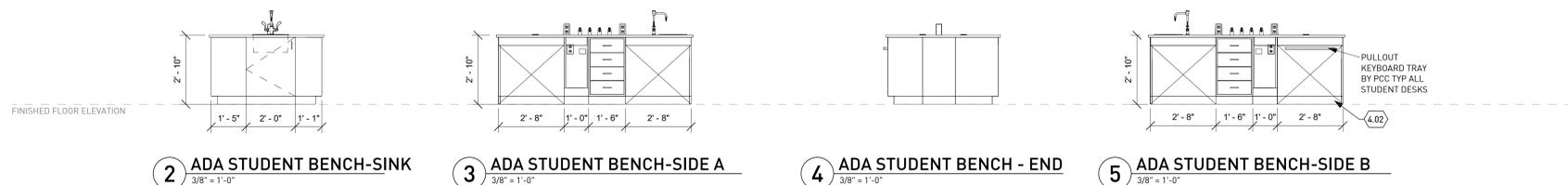
**KEYNOTES** SHOWN THUS   
 NOTE: ONLY KEYNOTES APPROPRIATE TO THIS SHEET ARE SHOWN IN THIS KEYNOTE LEGEND. GC TO VERIFY ANY DISCREPANCY IN KEYNOTING.

4.02 4" RUBBER BASE



**1 TEACHING BENCH RM 225**  
3/8" = 1'-0"

**10 TEACHING BENCH RM 223**  
3/8" = 1'-0"

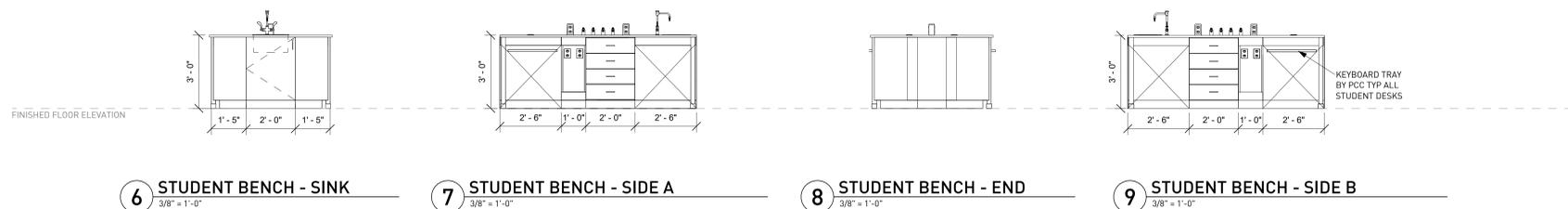


**2 ADA STUDENT BENCH-SINK**  
3/8" = 1'-0"

**3 ADA STUDENT BENCH-SIDE A**  
3/8" = 1'-0"

**4 ADA STUDENT BENCH - END**  
3/8" = 1'-0"

**5 ADA STUDENT BENCH-SIDE B**  
3/8" = 1'-0"

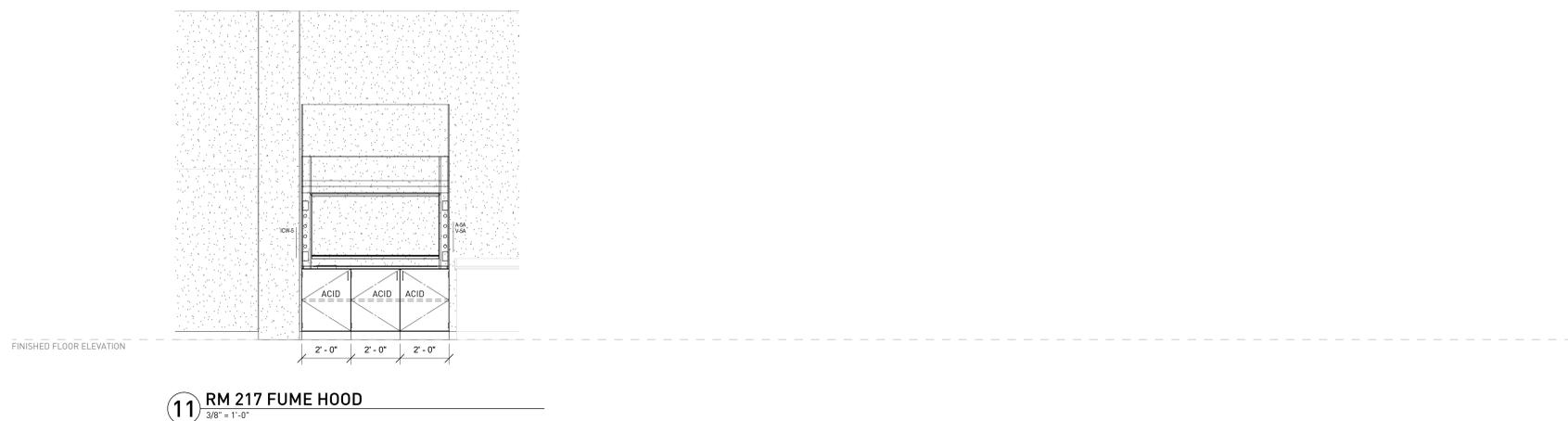


**6 STUDENT BENCH - SINK**  
3/8" = 1'-0"

**7 STUDENT BENCH - SIDE A**  
3/8" = 1'-0"

**8 STUDENT BENCH - END**  
3/8" = 1'-0"

**9 STUDENT BENCH - SIDE B**  
3/8" = 1'-0"



**11 RM 217 FUME HOOD**  
3/8" = 1'-0"