

FOURTH AVENUE BUILDING CHILLER PLANT UPGRADE

Solicitation #1518

Request for Proposals for Engineering Services



Portland State
UNIVERSITY

May 2, 2014

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SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 INTRODUCTION

The Fourth Avenue Building (FAB) was built in 1962 and throughout the 1970's and 1980's was expanded further south along the 1900 block. Up until 1997 when Portland State University ("PSU") began occupying the building its major function was supporting telecommunication operations. Over the years PSU has utilized much of the building's existing infrastructure but this project will remodel/replace the existing chiller plant in order to save energy and operating expenses. Currently two (2) 30-year-old 500 +/- ton chillers provide cooling for all of the building's air handlers with the exception of the data center which has a dedicated heat recovery chiller.

The RFP and selection process is provided in the Oregon University System (OUS) Oregon Administrative Rules for Professional Consultants, 580-063-0025 and Chapter 580 Division 061.

The Oregon State Board of Higher Education ("OSBHE") on behalf of PSU is seeking engineering services for the Fourth Avenue Building Chiller Plant Upgrade project.

This Request for Proposals ("RFP") does not commit the Oregon State Board of Higher Education (OSBHE) or PSU to enter into any agreement, to pay any expenses incurred in preparation of any response to this RFP, or to procure or contract for any supplies, goods or services. PSU reserves the right without liability to OSBHE or PSU, to cancel this RFP and to reject any proposal that does not comply with this RFP or applicable administrative rules, and to reject any and all responses received as a result of this RFP upon a finding that it is in the public interest to do so.

1.2 SCOPE OF WORK

Provide engineering services necessary to create construction-related and construction documents for the following work:

- Demolition of one (1) existing 500 ton chiller. The remaining existing chiller shall remain and serve as a backup.
- Installation of one (1) new high efficiency 500 ton magnetic bearing centrifugal chiller for peak summer load conditions
- Installation of one additional heat recovery chiller approximately 250 tons - 300 tons
- New heat exchanger for heat recovery
- Associated piping, electrical and HVAC work as required; including modifications to existing
- Structural and seismic requirements
- Fire alarm and fire sprinkler modifications (if required)
- New controls and seamless transition into PSU's building automation system
- Appendices 4.3 through 4.6 contain information pertaining to an initial study for this project done at PSU's request. This study was funded by the Energy Trust of Oregon (ETO). Conceptual design and equipment selections contained therein are preliminary. Reference EEM #1.

The estimated construction cost of the above work is \$1.2M.

Other work contemplated at this time, which will result in Alternates in the documents, is:

- Add Alternate #1: Demolition of remaining 500 ton chiller and installation of new 500 ton magnetic bearing centrifugal chiller
- Add Alternate #2: Demolition of remaining 500 ton chiller and replace with existing 500 ton chiller located at Cramer Hall, which would be relocated and installed at FAB

Design effort deliverables are as follows:

- Create as-built documents for the upgraded chiller room.
- MEP and structural design documents and specifications for bidding and permitting. PSU shall review with consultant at Schematic Design Phase, and 50% and 90% completion of Construction Documents. Include analysis of acoustical and vibration considerations.
- Work closely with PSU's in house controls team; provide sequence of operations along with applicable Piping and Instrumentation Diagrams (P&ID's).
- At the conclusion of the document preparation effort, prepare an estimate of the installation cost for this work.
- Work closely with PSU Facilities and Project Management (FPM), Capital Projects and Construction (CPC) and building occupants to sequence the installation work for minimal impact for the occupants. Occupants include PSU academic departments, PSU Office of Information Technology, City of Portland, retail vendors and other tenants. Norris, Beggs and Simpson (NBS) is the property manager for this building and will also be heavily involved in this coordination.
- Include associated architectural design.
- Provide information, documentation and assistance required for permitting processes.
- This project will be receiving ETO incentives. Consultant shall assist owner in any ETO documentation requirements.
- Construction administration, including but not limited to: Provide support during contractor procurement process, submittal review, change order review, supplemental instruction preparation, RFI review, onsite review of installation work, project meetings (see below), coordination with Owner's Commissioning Agent and close out documentation review.
 - Project meetings include: Pre-bid meetings, site visits, pre-installation meetings, weekly construction meetings, meetings with building occupants, and other meetings as necessary.
- Provide AutoCAD and PDF as-built documentation at the conclusion of the project.

RFI and Submittal Processing

The Design Team shall process all RFI's, submittals, issues, billings, change order proposals and directives through PSU's Aim CPPM (Capital Planning & Project Module) system administered through Assetworks. This is an online data processing program that runs well on Internet Explorer 6 or 9, Firefox – all versions, and Safari. Access to the system will be granted to the Design Team. PSU shall provide training and technical support to the Design Team. Training for this system shall be an allowable reimbursable expense from the Design Team.

No billable work can proceed prior to negotiation and execution of an Agreement and the Engineer's receipt of a Notice to Proceed.

1.3 SELECTION PROCEDURE AND ANTICIPATED TIMETABLE

The selection procedure is intended to evaluate the capabilities of interested engineering firms to provide services to PSU for this Project. The Selection Committee will numerically evaluate the responses to the RFP. On the basis of this evaluation, the highest scoring firms may be selected for final consideration through interviews and further investigation of references.

Following the optional interview, a written recommendation and form of agreement will be forwarded to PSU's Director of Capital Projects and Construction for review and presentation to the successful proposer for signature.

Attendance at the Mandatory Pre-Proposal Conference is required to propose on this Project. This Conference will be conducted at the time and location specified in Section 1.3. Attendance will be documented through a sign-in sheet prepared by the OUS representative. Proposers who arrive more than 10 minutes after start time of the meeting (as stated in the solicitation and by the OUS representative's watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the Project. **Note that Parking at PSU can be difficult to find. Please plan accordingly.**

RFP schedule is as follows:

May 2, 2014	Advertisement of Request for Proposals
May 9, 2014 @ 10:00 am	Mandatory Pre-proposal Conference Meet at the Market Center Building, Suite 312, 1600 SW 4th Avenue, Portland. **Note: Parking is difficult to find at PSU. Please schedule your time accordingly.
May 16, 2014 @ 5:00 pm	Questions due, solicitation protest deadline
May 21, 2014	Final addendum published if needed
May 28, 2014 @ 2:00 pm	Proposals Due Deliver to the Market Center Building, Suite 260, 1600 SW 4th Avenue, Portland.

The following are proposed timelines and are tentative and subject to change:

June 2, 2014	Notice of Intent to Award or notification of the most qualified proposers, and assignment of interview appointments
June 4-5, 2014	Finalist interviews (please hold these dates as finalists will be assigned a time on one of these three days.)
June 5, 2014	Notice of Intent to Award issued to apparent successful Proposer
June 11, 2014 @ 5:00 pm	Selection protest period ends
June 12, 2014	PSU finalizes Agreement

Project Milestones:

June 16 – August 16, 2014	Design Period
August 17 – September 17, 2014.....	Construction Bidding/Contracting Period
September 18, 2014–March 31, 2015 .	Construction/Commissioning Period
April 31, 2015	Final Completion Date

1.4 RESPONSE

To be considered for selection, written Proposals must arrive at Portland State University, Contracting and Procurement Services by the date specified in Section 1.3. Delivery is recommended. Proposers who mail packages should allow ample delivery time to ensure timely arrival. The address is:

FOR DELIVERY:

Portland State University
Contracting and Procurement Services
Attn: Cate Antisdell
FAB Chiller Plant Upgrade Engineering RFP
1600 SW Fourth Avenue, Suite 260
Portland OR 97201

FOR MAIL: (Not Recommended)

Portland State University
Contracting and Procurement Services
Attn: Cate Antisdell
FAB Chiller Plant Upgrade Engineering RFP
PO Box 751, Mail Stop: FAST-CAPS
Portland OR 97207-0751

It is the sole responsibility of the Proposer to ensure timely delivery. Late Proposals shall not be considered.

**Proposals will not be accepted at any other PSU location other than the address specified above.
FAXED OR EMAILED PROPOSALS WILL NOT BE ACCEPTED**

Proposers selected may be requested to provide additional information, either informally or via the interview process, to clarify their proposals and to ensure mutual understanding of the scope of the work requirements and schedule.

1.5 FORM OF AGREEMENT

A sample copy of the PSU Engineering Services Agreement is attached to this RFP (Appendix 4.1). PSU will enter into negotiations with the selected firm and, if the negotiations are successful, will enter into an Agreement substantially similar to the attached Agreement. If the negotiations are not successful, PSU reserves the right to enter into negotiations with another firm from among the remaining firms interviewed.

It is the intention of PSU to enter into an Agreement with the selected Contractor.

1.6 INSURANCE AND LICENSURE REQUIREMENTS

1.6.1 Insurance Provisions

During the term of the Agreement, Engineer shall maintain in full force, at its own expense, from companies licensed to do business in Oregon, insurances as noted below:

- A. **Workers Compensation** - Engineer, its consultants, if any and all employers working under the Agreement and supplements hereto are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- B. **General Liability** - Engineer shall obtain, at the Engineer's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property

damage in a form and with coverages that are satisfactory to the Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under the Agreement, and is made on an occurrence basis. Combined single limit per occurrence shall not be less than **\$1,000,000 each occurrence/\$2,000,000 annual aggregate**.

- C. **Automobile Liability** - Engineer shall obtain, at Engineer's expense, and keep in effect during the term of this Agreement, Automobile Liability Insurance covering owned, non-owned and hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Engineer shall provide proof of insurance to Owner of not less than the following amounts: **\$1,000,000 each occurrence**.
- D. **Professional Liability** - Engineer shall provide Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by any negligent error, omission, or any act for the Project, its drawings and project manual, and all related work products of Design-Builder, as it pertains to architectural services and engineering services provided under the Agreement. The policy may be provided to Design-Builder's Engineer of Record and may be either a practice based policy or a policy pertaining to the specific Project. Professional Liability insurance to be provided shall have a combined single limit of not less than **\$1,000,000 per claim, \$2,000,000 aggregate**.

If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the agreement for a duration of a minimum of 6 years.

Engineer will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for a minimum of 6 years following completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Agreement. This will be a condition of the Final Acceptance of Work or Services and Related Warranty, if any.

Engineer shall furnish to the Owner, Certificates of Insurance as evidence of the insurance coverages required under the Agreement. The certificate(s) shall provide that the insurance company or companies shall give a 30 calendar day notice (without reservation) to Owner if the insurance is canceled or changed. The certificate(s) should state specifically that the insurance is provided for the Agreement or Amendments thereto.

The Certificates of Insurance, except for Workers' Compensation and Professional Liability, shall provide that the Owner, and its institutions, officers and employees are Additional Insureds with respect to the Engineer's services to be provided under the Agreement. Engineer shall provide Owner with copies of all policy endorsements/amendments confirming the State of Oregon and Owner's status as Additional Insureds, as required by the Agreement. The requirements of this Section shall also apply to policies for insurance coverage provided by sub-consultants of Engineer.

1.6.2 Professional Registration

The Engineer and all firms providing professional services shall be currently licensed to practice in each firm's area of professional expertise in the State of Oregon, and shall comply with all necessary licensure requirements.

1.7 ADDENDA

This RFP will be modified only by documents issued as addenda by PSU. No other direction or comments received by proposers, written or oral, will serve to change the RFP.

1.8 QUESTIONS FROM PROPOSERS

Questions and requests for clarifications or changes from Proposers regarding this RFP must be received in writing via email no later than the date specified in Section 1.3 and shall be directed to the Contracting and Procurement Services department at: proposals@pdx.edu.

Requests for alterations to the sample agreement need to be made during this period. All questions and requests that are timely received will be answered via addenda to the RFP. Other information and responses, written or oral, which are not contained in official written addenda to the RFP from PSU or any other source, are not binding on PSU. The final addenda, if any, will be released no later than the date specified in Section 1.3. Proposers are encouraged to call to check on the status of such addenda prior to submission of their Written Proposals.

1.9 PROTESTS

1.9.1 Solicitation Questions, Requests for Clarification or Change, and Protests

Prospective respondents may submit questions, requests for clarification, or requests for change or protest of particular solicitation provisions and specifications and conditions, (including the terms of the sample Engineering Services Agreement, Appendix 4.1) by e-mail to proposals@pdx.edu. These must be in writing and must be received by PSU prior to the date specified in Section 1.3. Such requests for clarification or change must include the reasons for the request and any proposed changes to the solicitation provisions and specifications and conditions. Protests must fully specify the grounds for the protest and include all evidence that the protestor wishes PSU to consider and must otherwise comply with OAR 580-061-0145.

Questions and requests for clarification and change that are timely received will be answered via addenda. Protests will be answered directly with the protesting Proposer. Any changes arising from questions, requests for change or protests will be made only via addenda to the RFP. Responses from PSU not contained in an official addendum to the RFP are not binding on PSU. Proposers are encouraged to check on the status of such addenda prior to submission of their Proposals.

1.9.2 Selection Protests

Any Proposer who responds to the RFP and claims to have been adversely affected or aggrieved by the selection of competing Proposers shall have the opportunity to submit a written protest to the address below. Protests must fully specify the grounds for the protest and include all evidence that the protestor wishes PSU to consider and must otherwise comply with OAR 580-061-0145.

FOR DELIVERY:

Portland State University
Contracting and Procurement Services
Attn: Darin Matthews
PROTEST - FAB Chiller Plant Upgrade Eng. RFP
1600 SW Fourth Avenue, Suite 260
Portland OR 77201

FOR MAIL: (Not Recommended)

Portland State University
Contracting and Procurement Services
Attn: Darin Matthews
PROTEST - FAB Chiller Plant Upgrade Eng. RFP
PO Box 751, Mail Stop: FAST-CAPS
Portland OR 97207-0751

The written protest must be received by the date and time specified in Section 1.3. All protests will be answered directly with the Proposer.

1.10 MWESB

PSU is committed to increasing opportunities for Minority, Woman-Owned and Emerging Small Businesses. The firm's use of these businesses in providing services and materials for PSU contracts and projects is strongly encouraged, and will be included as an evaluation factor by the selection committee.

1.11 INCURRED COSTS

Portland State University is not liable for any costs incurred by the design team in the preparation or presentation of their proposals.

No billable work can proceed prior to negotiation and execution of Agreement and the Engineer's receipt of a Notice to Proceed.

1.12 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT; SEXUAL HARASSMENT

By submitting a proposal package, the proposer certifies conformance to the applicable federal, state and local laws, acts, executive orders, statutes, administrative rules, regulations, ordinance and related court rulings concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by the Federal or Oregon State or local Governments, having responsibility for the enforcement of the foregoing, shall be supplied to PSU upon request for purposes of investigation to ascertain compliance with the foregoing.

Pursuant to OAR 580-061-0030, by submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to OAR 580-061-0040, proposers are hereby notified that the OSBHE has adopted policies applicable to consultants and contractors that prohibit sexual harassment and that proposers and their employees are required to adhere to PSU's policy prohibiting sexual harassment in their interactions with members of PSU's community.

1.13 EQUITY AND DIVERSITY

PSU is committed to ensuring equity and diversity in its procurement and contracting process and increasing opportunities for Minority, Women and Emerging Small Businesses (MWESB). Therefore, PSU strongly encourages its consultants to utilize MWESB firms in providing services and materials for PSU contracts and projects.

1.14 PUBLIC RECORDS

PSU will keep this RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of any contract, as part of file or record that is open to public inspection. If a proposal contains any information that constitutes a trade secret under ORS 192.501(2), each sheet containing a trade secret must be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure may apply “unless the public interest requires disclosure in the particular instance.” (ORS 192.501.) Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law. These restrictions may not include cost or price information.

END OF SECTION 1

SECTION 2 - PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION

2.1.1 Proposals must:

1. Include responses to the requested information in Section 2.2.
2. Include name, address, email and phone number for the main proposal contact person.
3. Include page numbers and firm name on each page.
4. Respond with information in the same order and headings as in 2.2.
5. Not exceed five (5) double-sided 8 ½" x 11" pages in length for a total of ten (10) pages. Ledger size 11"x17" pages may be used. Each side of an 11"x17" page counts as two (2) pages. Page count includes *all* sheets submitted except for a blank page. If proposal exceeds the page limit, only the allowed number of pages will be considered starting with the first page.
6. Be of a readable font size (such as Arial size 10).
7. Be stapled in the corner and printed on recycled paper.

2.1.2 Submission must include:

1. One (1) CD containing a PDF (Portable Document Format) version of the written proposal and Cost Estimating Rate Sheet.
2. Five (5) paper copies of the proposal and Cost Estimating Rate Sheet.
3. Items above submitted in a sealed envelope that includes contractor name and project name.

2.2 EVALUATION CRITERIA

2.2.1 Previous Related Experience – 30 Points

Provide descriptions of chiller replacement projects including details of energy optimization accomplishments, cost, working relationships, and relevance to this project. Show how past similar projects were implemented with minimal disruption to building occupants. Include descriptions of energy incentives achieved on similar projects.

2.2.2 Key Design Team Personnel – 50 Points

List the makeup of your design team, including the names of consulting design and support firms. Describe the functions and responsibilities of each team member and their experience with similar projects. Indicate who in your team will be the primary contact person for the Owner.

2.2.3 Proposed Project Schedule – 10 Points

Provide project schedule, including both design and construction activities. The schedule shall include a more detailed list of activities showing how Owner's milestones will be achieved and how progress will be maintained during the design effort.

2.2.4 Equity and Diversity – 20 Points

PSU is committed to increasing contract opportunities for Minority, Women and Emerging Small Businesses (MWESB). PSU is seeking qualified firms that demonstrate a commitment to diversity in the workforce and in its contracting practices.

Include a Management Plan for the project as follows: Include your firms plan to increase the diversity of a business' workforce and to subcontract with or purchase from MWESB firms or businesses that have been historically underrepresented on public contracts. The Management Plan

should also include your firms' nondiscrimination practices, subconsultant strategy, workforce diversity plan, and outreach plan to increase participation by MWESB firms. The Management Plan, except for any percentage goals to utilize MWESB firms, shall become part of the Agreement. Identify by name any MWESB sub-consultants, partners, or suppliers that you will utilize on this project team. Please include their specific role on the project. Substitutions of these subconsultants or suppliers after award of the bid shall require PSU approval.

Provide examples of your firms past performance in regards to workforce diversity and subconsulting plans. Please include number and dollar amount of sub-contracts awarded, and any utilization percentages or other performance indicators.

2.2.5 Design Professional Fees – 60 Points

Provide total Design Professional Fees for the project by phase (Schematic Design Phase, Construction Document Phase, and Construction Administration Phase) and for reimbursable expenses.

The total amount will be scored as follows: $[1 - (\text{Proposer's Bid} - \text{Low Proposer's Bid}) / \text{Proposer's Bid}] \times 60$ points.

2.2.6 Hourly Rates – 0 Points

Provide a complete rate schedule for the Design Team and all sub-consultants. These rates shall be utilized for any time and materials amendments to the Agreement and shall remain in effect for the duration of the project.

2.2.7 References – 10 Points

List four clients for whom you have provided similar services for a similar type of project in the past four years. These references should have had direct contact with the primary staff proposed on this project. Give a brief scope of work for each project. Provide the contact person's name and current telephone number. Provide two client and contractor references for projects currently under construction, or completed within the last year, including contact names and current telephone numbers. References to be scored for short-listed firms only. Inform these references that PSU intends to seek permission to tour their facilities (for short-listed firms only).

2.2.8 Optional Interview – 20 Points

For short-listed firms, interviews may be conducted to allow the proposer to expand on each of the above categories.

END OF SECTION 2

SECTION 3 - EVALUATION AND SELECTION PROCESS

3.1 SELECTION COMMITTEE

Proposals will be evaluated by a qualified Selection Committee. Selection Committee members will not be announced prior to interviews.

3.2 EVALUATION CRITERIA

The Selection Committee will evaluate each Proposer’s qualifications, background and experience to determine if, in the judgment of the Committee, the organization is adequately qualified to perform the Work.

The evaluation criteria and maximum allowable points to be used in the evaluation process are as stated in Section 2.2:

Item	Criteria and Points	Evaluated By
2.2.1	Previous Related Experience – 30 Points	Selection Committee
2.2.2	Key Design Team Personnel – 50 Points	Selection Committee
2.2.3	Proposed Project Schedule – 10 Points	Selection Committee
2.2.4	Equity and Diversity – 20 Points	MWESB Committee
2.2.5	Design Professional Fees – 60 Points	Calculation
2.2.6	Hourly Rates – 0 Points	Calculation
Total available for written proposals – 170 points		
2.2.7	References – 10 Points	Selection Committee Designee
2.2.8	Optional Interview – 20 Points	Selection Committee
Total available for short-listed firms – 30 points		
Total possible– 200 points		

3.3 SELECTION PROCESS

The proposal packages will be evaluated as follows:

- A. Review for inclusion of all elements specified in Proposal Requirements Section 2. Any proposals which do not include all required elements may be rejected as non-responsive at Owner’s discretion.
- B. Total preliminary point ratings will be assigned to the proposal packages using the criteria specified in Section 2.2, items 2.2.1 through 2.2.6.
- C. At Owner’s sole discretion the proposers submitting the proposal packages who receive the highest point totals, may be invited to an interview with the Selection Committee. Should interviews occur, points will be assigned using the criteria specified in Section 2.2, item 2.2.8.
- D. At this point, references shall be checked and scored for interviewed firms. Points will be assigned using the criteria specified in Section 2.1, item 2.2.7.
- E. The Proposer with the most cumulative total points (Section 2.2, items 2.2.1 through 2.2.8) shall be issued a Notice of Intent to Award.

**END OF SECTION 3
END OF REQUEST FOR PROPOSALS**

APPENDICES

4.1 ENGINEERING SERVICES AGREEMENT

4.2 CAT TEMPLIFIER

4.3 DAIKIN MAGNITUDE

4.4 FAB TECHNICAL ANALYSIS STUDY

4.5 PROJECT DOCUMENT AND MANAGEMENT CONTROL

4.6 PSU CAMPUS MAP