



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2020-002444

RESER STADIUM WESTSIDE COMPLETION: DESIGN-BUILD

ISSUE DATE: JANUARY 27, 2020

RFP DUE DATE/TIME:

FEBRUARY 20, 2020 at 2:00 PM Pacific Time at
Construction Contracts Administration, Oregon
State University, 644 SW 13th Street, Corvallis,
Oregon 97333

***Office is closed Noon to 1:00 PM Daily**

MANDATORY PRE-PROPOSAL CONFERENCE:

FEBRUARY 4, 2020 at 10:00 AM Pacific Time in
the Reser Stadium Founders Loge (700 SW 26th
St. Corvallis, OR 97333 -- East Entrance, Second
Floor)

QUESTION DEADLINE: FEBRUARY 13, 2020 at 5:00 PM Pacific Time

PROJECT NUMBER: 1994-20

CONTRACT ADMINISTRATOR:

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Construction Contracts Administration
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APPEALS:

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It is the Proposer's responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Proposal to be considered non-responsive.

OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **TWO-STEP** process to retain ONE (1) Design-Build (D-B) team for the **RESER STADIUM WESTSIDE COMPLETION** project.

The terms Design-Build (D-B) Contractor and Design-Build (D-B) team may be used interchangeably and are generally defined as the proposing firm with whom OSU may contract with to provide professional design, management and construction services to design and build the project.

All firms that are submitting a response to this RFP, either through a Joint Venture, a Joint Collaborative Proposal, others, etc., must submit a single response. OSU will only enter into an Agreement with ONE (1) firm.

OSU will be accepting sealed Proposals at Construction Contracts Administration, Oregon State University, 644 SW 13th Street, Corvallis, Oregon, until 2:00 PM Pacific Time, February 20, 2020 for the project located on the campus of Oregon State University, Corvallis, Oregon. Solicitation documents are available at the [OSU Business and Bid Opportunities](https://businessandbidopportunities.oregonstate.edu/) website.

A MANDATORY PRE-PROPOSAL CONFERENCE will be held on February 4, 2020 at 10:00 AM Pacific Time in the Reser Stadium Founders Loge (East Entrance, Second Floor) located at 700 SW 26th Street, Corvallis, OR. Campus parking information is available at:

<https://transportation.oregonstate.edu/parking/parking-permits>

Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference. Attendance will be documented through a sign-in sheet prepared by OSU. Representatives who arrive more than five (5) minutes after the start time of the meeting (as stated in the RFP and by OSU’s clock) 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 response to this RFP.

1.2 Background. Founded in 1868 as Oregon’s land grant institution, Oregon State University (OSU) serves the state, the nation and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only two land, sea, space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

The university’s 570-acre main campus is located in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon’s Willamette Valley. Corvallis consistently ranks among the safest, most highly educated and greenest small cities in the nation.

1.3 Location. Home of the Oregon State University football team since 1953, Reser Stadium has been a fixture on the University’s south campus for numerous athletic events, graduation ceremonies, concerts and a wide array of other athletic and non-athletic events.

Numerous fan and student-athlete enhancements have been completed in recent years. In July of 2018, a ribbon board was installed on the façade of the east side of the stadium that runs the entire length of the stadium.

In addition, within the last two years the popular Terrace was introduced to Reser Stadium providing a unique fan experience showcasing the state's premier food and beverage. In 2017 the expanded Valley Football Center opened to further modernize Reser Stadium.

The OSU student-body sits directly behind the Beavers' bench along the east sidelines, with passionate fans in other sections. One of the unique aspects of the stadium is that the seating is close to the field, giving OSU a distinct home field advantage.

That home field advantage has helped the Beavers score some of the program's biggest wins in recent seasons, including snapping USC's 27-game Pac-10 Conference win streak in 2006 and then defeating the No. 1 Trojans in 2008.

Reser Stadium was originally known as Parker Stadium until June 14, 1999. At that time Al and Pat Reser of Beaverton, Ore., made a personal seven-figure gift to OSU athletics.

The stadium, which is located on the south side of campus, was originally built in 1953 at a cost of \$330,463.19 with a seating capacity of 28,000. Following the 1965 Rose Bowl, additional end zone bleacher seats were added to raise the capacity to 33,000. The stadium was expanded to 40,593 in 1967 with a new addition to the west side, including a new press box. Stadium capacity was reduced in 1990 as a result of the construction of the original Valley Football Center. In June of 1996, an enlarged Valley Football Center opened. The stadium's capacity is now 43,363.

Reser Stadium has become a shining monument for not only Athletics, but the entire University. "Beaver Nation" has embraced the upgrades to the facility that has become a source of pride for all of Oregon State University.

1.4 Summary of Work. In its 10-year facilities plan, OSU Athletics has identified completing the Westside of Reser Stadium as a priority.

The project would modernize the Westside of Reser Stadium, constructed in 1967 and remodeled in 1991. Reconstructing the Westside of the stadium would provide new donor and revenue opportunities; provide auxiliary space for year-round use by university programs and public-private parties; implement needed seismic and safety improvements and address highly undersized Westside stadium amenities such as concourse space, restrooms, concession areas and accessibility standards.

The estimated total project cost for the completion of Reser Stadium ranges between \$145 - \$175 million dollars depending on programmatic elements associated with year round spaces.

University leaders are deeply engaged in advancing efforts to complete Reser Stadium into a best-in-class, year-round university facility to build upon the momentum occurring throughout Oregon State University and within OSU Athletics. Completing Reser will evolve the stadium and showcase OSU as a national leader in:

- Success for all students
- Faculty excellence

- Athletic achievement for all student-athletes
- Fan engagement
- Architecture and design that respects and integrates with the historic campus aesthetic

1.4.1 Key components of the Project include the following:

- Replace aging and accessibility challenged west side bowl seating – preliminary structural analysis suggests new construction to be more cost effective than structural retrofit.
- Improve fan experience for all stadium attendees, including continuous main concourse circulation.
- Improve and increase concession and restroom facilities, which are currently inadequate to serve current attendees and significantly lower than the industry standard for such amenities.
- Construct new premium spaces, club amenities and founders' suites.
- "Right-size" the general seating bowl.
- Replace and modernize existing press box, television and broadcast facilities.
- Construct a visitor's locker room.
- Construct additional storage and/or ancillary space.
- Replace and modernize existing audio, visual and connectivity technologies.
- Construct programmed space for a potential public private partnership with year round usage.

1.5 Scope of Services. As part of its 10-year facilities planning exercise, initial concepts have been drafted which capture these components and can serve as a guide for further design efforts. Additionally, Oregon State University has already contracted with The Nations Group LLC to serve as a programming consultant through various stages of design.

Work will commence upon selection of the Design-Build team. OSU desires to construct the entire scope of work at one time, with a target opening date to allow for the opening game of the Fall 2023 season to be played in Reser Stadium, without interfering with 2022 play. Additional program within the stadium not affecting football operations can be completed after this initial deadline, with final completion by March 2024. Proposed phasing, program, design and construction schedule concepts will be part of the final team selection consideration.

The selected D-B Contractor will be responsible for the design, permitting, coordination, construction, start-up, testing and commissioning and overall management of the project.

The D-B Contractor and its team must be skilled in developing schedules, preparing design documents, preparing construction estimates, managing budgets, performing value engineering, understanding construction methods and techniques, performing constructability reviews, sequencing of work, executing that work while coordinating and working around existing operations, and coordinating and communicating the activities of the team through the design and construction phases to all members of the project team, including the owner and the construction team.

The initial contract will be awarded for the Design Phase Services only for the proposed fee with Construction Phase Services being added via a Pricing Amendment. Compensation will be based upon certain fees and reimbursable costs, as set forth in the Sample D-B Agreement, including use of a Pricing Amendment and the form thereof included with the Sample D-B Agreement.

Design Phase Services include, but are not necessarily limited to, constructability reviews, value engineering, cost estimating, development of phasing programs and development of the Pricing Amendment. Related contracting provisions, which will serve as the basis for the final agreement, are contained in Exhibit 1.

During the Design Phase, the D-B Contractor's team will:

- Complete design documents to 50% completion with the following for review and approval by OSU staff:
 - o 50% Design Documents and Specifications
 - o Product Cut Sheets
 - o Design Calculation
 - o Expected Performance Calculations
 - o Expected Construction Cost
 - o Expected Construction Schedule
- Complete Design Documents to 90% with the following for review and approval by OSU staff:
 - o 90% Design Documents and Specification
 - o Product Cut Sheets
 - o Design Calculation
 - o Expected Performance Calculations
 - o Expected Construction Cost
 - o Expected Construction Schedule
- Provide a GMP with the following:
 - o 100% Design Documents and Specifications signed and stamped by the D-B teams Architect and Engineer of Record
 - o A Pricing Amendment for the management, permitting, construction and commissioning of the project including all required close-out and documents.

OSU will use the General Conditions of the Contract for Design and Construction, attached to the D-B Agreement as Exhibit A, (the "General Conditions") as the general conditions for the final agreement. The General Conditions, and any Supplemental General Conditions contained in the Exhibits, shall apply to the work of all subcontractors and to the work of the D-B Contractor to the extent that they do not conflict with the D-B Agreement.

If for any reason the parties are not able to reach agreement on a Pricing Amendment, OSU will be entitled to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and Policies.

If OSU chooses not to continue the D-B Agreement beyond the completion of Design Phase Services, the D-B Contractor's compensation will be limited to the costs of the Design Phase Services actually earned, not exceeding any maximum not-to-exceed amount stated in the D-B Agreement.

The prospective D-B Contractor should note that OSU will also require as a part of Design Phase

Services a full description of items that will be contained in the proposed Pricing Amendment and the activities that make up the proposed Pricing Amendment.

OSU will monitor the competitive processes used to award subcontracts by the D-B Contractor in accordance with the Sample D-B Agreement. The following minimum requirements will be used:

- a. The D-B Contractor will solicit sealed bids or quotes from subcontractors according to the terms of the D-B Agreement in a manner consistent with the open and competitive nature of public procurement, taking into account industry practice, and make award decisions based on cost or, if not cost, on another identified alternative competitive basis as set forth in the D-B Agreement or as approved in advance by OSU. When there are single fabricators of materials or special packaging requirements for subcontractor work other than low price, advance approval of the alternative selection criteria by OSU will be required.
- b. The D-B Contractor will use its best efforts to obtain at least three bids or quotes for the particular work to be subcontracted. OSU may make exceptions to this practice in advance of the procurement.

1.6 Design Standards. The design of the Project must follow [OSU's Design Standards](#), including OSU's requirements for sustainable development.

1.7 Compensation. Compensation will be based on a total "not-to-exceed" amount for services and reimbursable expenses, with "not-to-exceed" maximums

1.8 Design-Build Methodology. OSU intends for the initial contract to include design-phase services only with construction services being added via a Pricing Amendment for Early Work and/or a Guaranteed Maximum Price (GMP).

2.0 SCHEDULE

Issue Date	1/27/2020
Mandatory Pre-Proposal Meeting	2/4/2020 at 10:00 AM in the Reser Stadium Founders Loge
Question Deadline	2/13/2020 at 5:00 PM Pacific Time
Final Addendum Issuance (if necessary)	2/17/2020
Proposal Due Date/Time	2/20/2020 at 2:00 PM Pacific Time
Proprietary Discussions with Finalists	3/2/2020 1:00 to 5:00 PM Pacific Time
Presentations/Interviews	3/16/2020 or 3/17/2020

The following dates are tentative and subject to change without notice:

Estimated notification of finalists (short list)	February 28, 2020
Notice of Intent to Award	Week of March 23, 2020
Estimated Contract execution	April 6, 2020
Estimated Notice to Proceed	April 6, 2020
Estimated Date of GMP/Pricing Amendment	Fall 2021

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

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

3.1 Questions.

3.1.1 All questions and contacts with OSU regarding any information in this RFP must be addressed in writing or email to the **Contract Administrator** at the address or email listed in this document no later than the **Question Deadline** as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

3.2 Solicitation Process Revision Requests.

3.2.1 Proposers may submit a written request for change of particular solicitation process provisions to the Construction Contracts Manager at the address or email listed in this document. Such requests for change shall be received no later than the **Question Deadline** listed above.

3.2.2 Such requests for change shall include the reasons for the request and any proposed changes to the solicitation process provisions.

3.3 Change or Modification.

3.3.1 Any change or modification provided by the Owner for this RFP or the documents included as exhibits to this RFP shall be made by a duly issued Addendum made available to all firms on the [OSU Business and Bid Opportunities](#) website. It is the responsibility of each Proposer to visit the website and download any addenda. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information. Any request for clarification or change or appeal of anything contained in an addendum not received by the date and time stated in the addendum will not be considered.

3.3.2 OSU will not be responsible for any other explanation or interpretation of this RFP or the documents included as exhibits to this RFP.

3.4 Appeals.

3.4.1 Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)). All written appeals must be delivered to the **Construction Contracts Manager**, at the address given in this RFP.

4.0 PUBLIC RECORD

4.1 OSU will retain this RFP and one electronic copy of each Proposal received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after OSU has announced its intent to award a contract. If a Proposal contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **"This data**

constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

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

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

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

5.0 FORM OF AGREEMENT

A Sample D-B Agreement is included as an exhibit. The sample agreement may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

The Oregon BOLI Prevailing Wage Rates applicable to this Project are the rates in effect at the time the contract enters the construction phase through the execution of the first Pricing Amendment for Early Work or Guaranteed Maximum Price (GMP). Those rates will then apply throughout the Project.

7.0 INSTRUCTIONS TO OFFERORS

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

7.2 Pre-Proposal Conference.

7.2.1 The Proposer shall attend the mandatory Pre-Proposal Conference, which may include a site examination. Attendance will be documented through a sign-in sheet prepared by OSU. Proposers who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU’s clock) 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 Proposal.

7.2.2 No statement made by any officer, agent, or employee of OSU in relation to the physical conditions pertaining to the Work site will be binding on OSU, unless included in writing in the documents included as exhibits to this RFP or an Addendum.

7.2.3 Date, Time and Location of a Pre-Proposal Conference is located on the cover sheet of this RFP.

7.3 Proposal Submission.

7.3.1 Submit **one (1) hard-copy and one (1) electronic version on a thumb drive** to be received by the Due Date/Time listed in this document to the **Contract Administrator** as stated in this RFP. **Electronic versions must be sized appropriately for transfer (under 10 mb).**

7.3.2 All Proposals must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Proposal received after the Due Date/Time will be rejected and will be retained and made part of OSU's archive records in accordance with OSU Standards.

7.4 Proposal Submission Requirements.

7.4.1 Your Proposal must be contained in a document not to exceed Twenty-Five **(25) pages** including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the Twenty-Five (25) page limit.

7.4.2 Your Proposal must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and must also acknowledge receipt of all addenda. Include an email address for communication purposes.

7.4.3 Any/all exceptions to the Terms and Conditions included in the Sample Contract including, but not limited to, the General Conditions shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.4.4 The electronic Proposal should be **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches** with no fold-outs [except for project schedule or other large format document required by evaluation criteria]. The basic text information of the Proposal should be presented in standard business font size, and reasonable margins.

7.4.5 OSU may reject any Proposal not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all Proposals upon a finding by OSU that it is in the public interest to do so.

7.4.6 Note that throughout this procurement process, OSU will not accept Proposals that require OSU to pay the cost of production or delivery.

7.4.7 Telephone, facsimile or electronically transmitted **Proposals will not be accepted.** Proposals received *after* the Due Date/Time **will not be considered.**

7.4.8 Each Proposal shall be sealed in an envelope, properly addressed to the **Contract Administrator**, showing on the outside of the envelope the name of the Proposer and the name

of the project. Proposals must be received at the time and place stated in this RFP.

7.5 Acceptance or Rejection of Solicitation Responses by OSU.

7.5.1 The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by OSU.

7.5.2 OSU reserves the right to reject any or all Proposals and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.

7.6 Withdrawal of Solicitation Response.

7.6.1 At any time prior to the Due Date/Time, a Proposer may withdraw its Proposal in accordance with OSU Standards. This will not preclude the submission of another Proposal by such Proposer prior to the Due Date/Time.

7.6.2 After the Due Date/Time, Proposers are prohibited from withdrawing their Proposal, except as provided by OSU Standards.

7.7 Evaluation Process. The written response to this RFP is the first in a two-step process in the selection of a D-B team for this Project. The Proposals received in response to this RFP will be evaluated by the selection committee with the top scoring firms being invited to advance to further evaluation steps including participation in proprietary discussions and/or on-site Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Forty-Five (45) minute** presentation period, immediately followed by a separate **Forty-Five (45) minute** Q&A session.

After all of the Presentations/Interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the Presentations/Interviews. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Proposers submitting responsive proposals or all Proposers in the competitive threshold.

Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

7.8 Evaluation Criteria. The following items constitute the evaluation criteria for the selection committee to score Proposals. For ease in reviewing, provide tabs keyed to each of the following criteria:

7.8.1 Experience and Qualifications of the Team (35 Points)

(a) Identify your Design Phase Services team including the designers, engineers and other firms on your team that will be substantially involved in completing the design of this project. Include proposed key personnel's project experience, with specific examples and identify their roles in the projects. Indicate current availability, proposed percentage of project involvement per project phase and indicate whether the proposed team has worked together on previous projects.

(b) Identify your Construction Phase Services team that will be substantially involved in designing and constructing this project.

Please address the following:

- What experience does the team have in the design and construction of FBS Division 1 football stadiums, other football venues and/or other athletic facilities?
- Are there examples the team would like to list as state of the art facilities, or venues the team suggests for precedence tours?
- At this time, the university is considering a partnership with a third party for a medical office component as part of the stadium. Please list experience in the design and construction of healthcare facilities providing outpatient care.
- What is the team's experience with preparing and delivering multiple bid packages?
- Does the team have experience with providing energy analyses? Are there challenges with the analysis of this particular building type that should be addressed?
- Please list relevant licenses within the State of Oregon for key personnel that will have responsibility for stamping or performing work.

7.8.2 Project Approach (25 Points)

Describe your team's approach to the work and meeting the Project's design criteria. Provide an assessment of the achievability of meeting the design criteria. Identify whether the team has partnered before and describe what has worked well and what hasn't on past projects.

Describe how the project could be phased through design and construction. Include the team's approach to early trade partners. Which trades should be included? Do your expected trade partners have experience in this region? What experience do other consultants have working in this region?

OSU requires approval by the Board of Trustees (BoT) at two stage gates, one for schematic design and one at GMP. With BoT meetings scheduled in January, April, May/June and October of each year, propose a rough schedule that meets these timelines and continues the flow of project development to meet the anticipated schedule.

Describe your team's methodology and experience with Design Phase Services on a budget-conscious project of this nature. Identify successful experiences or unique services your team offers in these areas. Describe how your team will manage and communicate ongoing regular costs and budget status to the Owner. Describe your processes to develop design and construction cost budgets, and the specific project controls you will employ to control costs during construction.

Describe the impacts to the stadium and football program anticipated during construction. What criteria does the team envision will need to be addressed in particular phases of the project?

7.8.3 Construction Fee (20 Points)

- (a) Provide your firm's **Construction Fee as a percentage of the Estimated Cost of the Work** for this Project. This fee shall cover, at a minimum, the

Construction Management elements and Costs Excluded from Cost of the Work, as specified in the D-B Agreement and specifically identified in the Direct Costs/ General Conditions Work Costs Matrix (“**Matrix**”). Items identified in the Matrix as applicable to the Fee shall not be reimbursed as General Conditions Work (“**GC Work**”). The Matrix is included in the RFP as guidance in developing the D-B Fee and understanding which items will be considered a direct cost of the work or GC Work costs and which items are not reimbursable, but which will be recovered through the D-B Fee. After contract award and prior to construction work being performed under the first Early Work Amendment or Pricing Amendment, as applicable, the maximum not-to-exceed amount for General Conditions Work items for the Project will be established and set forth in the applicable amendment.

NOTE: Formula for scoring Fee Points will be as follows: Lowest Fee for each of the price related items will receive full points with higher cost price related items receiving proportionally lower points according to this formula: $(\text{Low Fee or Fee\%} / \text{Fee or Fee\%}) \times \text{Points Available}$

7.8.4 Workforce Diversity Plan (10 Points)

(a) Provide a description and identification of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB), or Disabled Service Veterans (DSV) certifications for your team and a description of your nondiscrimination practices. Provide historical information on MBE, WBE, ESB, or DSV Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed by your firm within the past three (3) years.

(b) Provide a narrative description of your current workforce diversity program/plan, and the plan for obtaining subcontracting, consulting, and supplier diversity for this Project. Include a description of the outreach program or plan, including a schedule of events and specific steps that will be taken to maximize broad based and inclusive participation and the plan to provide mentoring, technical or other business development services to subcontractors/subconsultants needing or requesting such services.

The D-B Contractor must perform the Work according to the means and methods described in the workforce plan described in its Proposal, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

7.8.5 Safety Record and Safety Plan (10 Points)

(a) Provide the following safety record information. If you are a division of a larger corporation doing business both within the Pacific Northwest and outside the Pacific Northwest, your Proposal must reflect your Pacific Northwest experience and your corporate experience, separately

- Experience Modification Rate (EMR) for each of the last five years.
- Lost Time and Recordable Incident Rates for each of the last five years.
- OSHA fines for each of the last five years (including any fines initially

imposed, but later rescinded). Include a brief summary and amount of each fine.

- Your corporate safety philosophy and approach including a description of how this philosophy is implemented from senior management to all building trades workers.

7.9 Point Summary Table.

Criteria	Point Value
Experience and Qualifications of the Team	35 Points
Project Approach (25 Points)	25 Points
Fee Proposal	20 Points
Workforce Diversity Plan	10 Points
Safety Record and Safety Plan	10 Points

7.10 Presentations/Interviews and Reference Checks (60 Points).

7.10.1 Presentations/Interviews (50 Points)

Interviews will be conducted to aid in determining the Apparent Successful Proposer. Proprietary Discussions will also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be **separate and not cumulative** from the short-listing. Scoring of the Presentations/Interviews will be based upon the following criterion and point values:

- 1) Project Approach – 30 Points
- 2) Experience and Qualifications of the Firm/Team – 10 Points
- 3) Fee Proposal – 10 Points

Short-listed firms will provide a **FEE PROPOSAL** for Design Phase Services on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount.

This may include a breakdown of the costs by design phase (Programming, Schematic Design, Design Development, Construction Documents and Construction Administration) including a listing of the types of personnel participating in the work, an estimate of their hours and rates charged for their services as provided for in the information to be provided to the short-listed firms following the initial review and scoring. Scoring will be based solely on the total maximum not-to-exceed amount.

This Fee Proposal will become the initial contract amount for the awardee with Construction Phase Services being added via a Pricing Amendment if/when applicable.

7.10.2 Optional Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, provide the names, addresses, phone numbers and e-mail addresses of three (3) references. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel. OSU may check with these references and with other references associated with past work of your firm.

OSU may check with these references or other references associated with past work of your firm.

7.11 Equity Contracting. OSU will require the successful Proposer to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business or service-disabled veteran owned business enterprises.

7.12 Negotiations.

7.12.1 OSU may commence General and/or Best and Final Offer (BAFO) negotiations in accordance with OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) following final scoring under either a one or two-step process.

7.12.2 Any/all exceptions to the Term and Conditions included in the Sample Contract including, but not limited to, general conditions shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.12.3 OSU reserves the right to deny contract term negotiations with the Apparent Successful Proposer if such contract terms were not received by OSU in the Solicitation response pursuant to Section **7.12.2** above.

7.12.4 OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

7.12.5 If OSU and the Apparent Successful Proposer are unable to reach agreement, OSU may cease negotiations with the Apparent Successful Proposal and enter negotiations with the second-scoring Proposer, etc.

8.0 FINANCIAL RESPONSIBILITY

8.1 OSU reserves the right to investigate, at any time prior to execution of the contract, the Proposers financial responsibility to perform the anticipated services. Submission of a Proposal will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Proposers, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the Proposal.

8.2 OSU may postpone the selection of finalists or execution of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsible and constitute grounds for Proposal rejection.

9.0 PROJECT TERMINATION

OSU is seeking to award a contract to a D-B Contractor for all phases; however, OSU reserves the right to terminate the Project or contract with other parties during any phase in the Project.

10.0 INSURANCE PROVISIONS

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

11.0 NONDISCRIMINATION

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

12.0 AA/EEO EMPLOYER

OSU is an AA/EEO employer

13.0 (RESERVED)

14.0 EXHIBITS

Exhibit 1 – Sample D-B Agreement

END OF RFP