



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2020-002845

OSU ENERGY CENTER STEAM TURBINE REPLACEMENT - DESIGN-BUILD

ISSUE DATE: FEBRUARY 25, 2020

RFP DUE DATE/TIME:

MARCH 19, 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:

MARCH 6, 2020 at 9:00 AM Pacific Time at the
OSU Energy Center (3452 SW Jefferson Way –
Corvallis, OR 97333)

QUESTION DEADLINE: MARCH 12, 2020 at 5:00 PM Pacific Time

PROJECT NUMBER: 2172-19

CONTRACT ADMINISTRATOR:

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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 “Owner”) is conducting a competitive **ONE OR TWO-STEP** process to retain ONE (1) Design-Build (D-B) Contractor for the **OSU ENERGY CENTER STEAM TURBINE REPLACEMENT**.

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, March 19, 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.osu.edu/) website.

A MANDATORY PRE-PROPOSAL CONFERENCE will be held on 3/6/2020 at 9:00 AM Pacific Time at the OSU Energy Center at 3452 SW Jefferson Way Corvallis, Oregon 97333. 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. The Energy Center was the first LEED platinum-rated power facility in the nation and OSU’s first LEED platinum building on campus. This co-generating, or combined heat and power, technology greatly increases efficiencies by utilizing waste heat from the electrical generation process. It was fully operational by June of 2010. This "waste" heat is utilized to heat campus

buildings and rainwater is harvested for use in the boilers. Additionally, the close proximity of the electricity generating source to electrical loads on campus means transmission line losses are greatly reduced, improving overall efficiency of the electrical grid and postponing the electric utility company's need for increased capacity. Energy Center systems are configured for future use of renewable fuels, such as biodiesel and methane. This facility replaced the 1920s era heat plant that provided steam to most campus buildings until 2009 when the new OSU Energy Center went online, producing steam and electricity to efficiently heat and power OSU's main campus.

1.4 Summary of Work. Oregon State University is embarking on a capital project to improve its central energy center by installing a new steam turbine generator system. The system will be a turnkey system incorporating all required system equipment, controls, and graphical user interface (GUI) for a fully operational system.

The Energy Center currently has a 1.0 MW Elliott backpressure steam turbine generator (STG) that is bypassed for extended periods of time due to variations in the campus demand for thermal energy and resultant difficulties experienced in maintaining the overall system control. OSU seeks to minimize the retrofit of the energy center to the greatest extent possible. The D-B Contractor will also be required to remove the current steam turbine generator system and arrange for its re-sale to offset cost of the new system. The D-B Contractor's design engineer will be the Engineer of Record for the project.

PAE Engineers has created one-line schematic documents and will serve as the Construction Administration advisor to OSU. The design team and Engineer of Record will be furnished by the D-B Contractor or its subcontractors.

The scope of work is detailed in the attached MEP Scoping Document and Schematic drawings from PAE Engineers dated 2/18/2020.

The budget for the construction phase of the project is currently estimated to be about \$2.5 million. This budget will include all materials and labor costs, a design estimating contingency, escalation, the D-B Contractor's fee, general conditions costs, limited D-B Contractor reimbursable expenses, payment and performance bonds and the D-B Contractor's contingency.

The new Steam Turbine Generator is expected to meet the Design Criteria in the PAE document.

1.5 Scope of Services. OSU is accepting proposals for replacement of the existing steam turbine generator system. 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 as well as removal and re-sale of the existing system.

The D-B Contractor and its team must be skilled in developing schedules, preparing design documents, preparing construction estimates, performing value engineering, understanding construction methods and techniques, performing constructability reviews, sequencing of work, executing that work while coordinating and working around existing plant 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 Contract attached, including use of a Pricing Amendment and the form thereof included with the Sample D-B Contract.

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

- During the initial stage of the Design Phase, the D-B Contractor's team will deliver the Preliminary Design Deliverable. D-B Contractor will complete schematic design and produce associated documents – all with periodic review and approval by OSU staff. Expected deliverables during this stage include, but are not limited to:
 - o Approximately 25-35% complete Drawings and Specifications
 - o Product Cut Sheets
 - o Expected Performance Calculations
 - o Expected Construction Cost via updated Estimated Pricing Amendment Sum(s)
 - o Updated Design Schedule(s)
 - o Expected Construction Schedule(s)

- During the intermediate stage of the Design Phase, D-B Contractor's team will deliver its Final Design Deliverable. D-B Contractor will complete design development and prepare associated documents – all with periodic review and approval by OSU staff. Expected deliverables during this stage include, but are not limited to:
 - o Approximately 50-60% complete Drawings and Specifications
 - o Product Cut Sheets
 - o Design Calculations
 - o Performance Calculations
 - o Updated expected Construction Cost via updated Estimated Pricing Amendment Sum(s)
 - o Updated expected Construction Schedule

- The final stage of a Design Phase commences when OSU approves of a Final Design Deliverable. D-B Contractor will then prepare the applicable Pricing Amendment Documents and the applicable Pricing Amendment. Expected deliverables during this stage are:
 - o Pricing Amendment Documents (65% or greater completion)
 - o Pricing Amendment for the management, permitting, construction and commissioning of the project including all required close-out and documents Including Construction Schedule, GMP, Qualifications and Assumptions, etc. (see form GMP Amendment Exhibit C)
 - o All applicable documents sealed by licensed professionals in the appropriate discipline as and when necessary for permitting, approvals, and commencement of construction

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 an Early Work Amendment or Pricing Amendment for a Guaranteed Maximum Price (GMP).

2.0 SCHEDULE

Issue Date	2/25/2020
Mandatory Pre-Proposal Meeting	3/6/2020 at 9:00 AM at the OSU Energy Center at 3452 SW Jefferson Way Corvallis, Oregon 97333

Question Deadline	3/12/2020 at 5:00 PM Pacific Time
Final Addendum Issuance (if necessary)	3/16/2020
Proposal Due Date/Time	3/19/2020 at 2:00 PM Pacific Time
Proprietary Discussions with Finalists (if applicable)	Week of March 30, 2020
Optional Presentations/Interviews (if applicable)	Week of April 6, 2020

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

Estimated notification of finalists (short list)	March 27, 2020
Notice of Intent to Award	Week of April 13, 2020
Estimated Contract execution	May 1, 2020
Estimated Notice to Proceed	May 1, 2020
Estimated Date of GMP/Pricing Amendment	August 1, 2020

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 Early Work or Pricing Amendment. 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 hard-copy Proposal and included as a separate file on the electronic version 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 potential 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.

If applicable, Presentations/Interviews will include a **Twenty-Five (25) minute** presentation period,

immediately followed by a separate **Twenty-Five (25) 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) Describe your design team's experience with similar Steam Turbine Design and Installation projects.

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

7.8.2 Project Approach (25 Points)

(a) Describe your team's approach for meeting the Project's design criteria. Provide an assessment of the achievability of meeting the Design Criteria and a preliminary schedule.

(b) 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.

(c) Describe your team's methodology and experience in installing a steam turbine in a plant that can only be shut down for a limited amount of time.

(d) Describe your team's commissioning process and, particularly, your start-up, observation, testing, adjustment, and verification processes, how and at what stages you will include Owner in the commissioning process and how you propose to conduct Owner-training and the turnover process.

(e) Describe a project your team completed in which you had to troubleshoot a system, process or component that failed (at least, initially,) to work as intended. How did you, internally, handle the issue? Who was the point person to lead the troubleshooting process? How did you inform the Owner and keep the Owner updated throughout the process until the issue was rectified? Were you able to expedite a resolution to keep the overall project on schedule?

7.8.3 Construction Fee/Cost Proposal (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.

(Maximum of 5 of the 20 Points available)

(b) Provide **FEE PROPOSAL** for Design Phase Services on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount. **(Maximum of 15 of the 20 Points available)**

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: (Low Fee or Fee%/ Fee or Fee%) x Points Available.

Please include a breakdown of the costs including a listing of the types of personnel participating in the work, an estimate of their hours and rates charged for their services. 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.

7.8.4 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
Construction Fee/Fee Proposal	20 Points
Workforce Diversity Plan	10 Points
Safety Record and Safety Plan	10 Points

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

7.10.1 Presentations/Interviews (50 Points)

Interviews may be conducted to aid in determining the Apparent Successful Proposer. Proprietary Discussions may also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and/or 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 – 20 Points

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 D-B Agreement.

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

Exhibit 2 – Supplemental Information - Project Description and Schematic Documents

END OF RFP