



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2022-006930

### SHIP OPERATIONS DOCK RENEWAL DESIGN-BUILD

ISSUE DATE: SEPTEMBER 27, 2020

NON-MANDATORY PRE-PROPOSAL CONFERENCE:  
October 4, 2021 at 9:00 AM Pacific Time (PT) via  
Zoom

RFP DUE DATE/TIME:  
OCTOBER 26, 2021 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: OCTOBER 19, 2021 at 12:00 PM Pacific Time (PT)

PROJECT NUMBER: 2269-22

**CONTRACT ADMINISTRATOR:**

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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 **SHIP OPERATIONS DOCK RENEWAL**.

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 ONLY BE ACCEPTING SEALED PROPOSALS ELECTRONICALLY** - Proposals are due October 26, 2021 by 2:00 PM PT and are to be submitted to [bids@oregonstate.edu](mailto:bids@oregonstate.edu) by the Due Date/Time.

**VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE**- A virtual Non-Mandatory Pre-Proposal Conference will be held at 9:00 AM PT on October 4, 2021 via Zoom. Firms wishing to attend shall e-mail [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) no later than 30 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

**MANDATORY SITE-VISIT** – A Mandatory Site-Visit shall take place at 10:00 AM PT on October 7, 2021 with attendees meeting at the front entrance to the Hatfield Marine Science Center Visitor’s Center– 2030 SE Marine Drive – Newport, Oregon 97365. Visitor parking is available in the Visitor’s Center Parking Lot.

The OSU COVID Safety & Success Policy is located at: <https://covid.oregonstate.edu/safety-policies>

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

**1.2 Background.** The College of Earth, Ocean, and Atmospheric Sciences operates research vessels out of the Ship Operations facility located at the Hatfield Marine Science Center in Newport, Oregon. The facility provides quick access to the ocean for our fleet as well as visiting vessels.

In addition to our existing fleet, which includes R/V *Oceanus* and R/V *Elakha*, we are proud to be building the next generation of regional-class research vessels for the U.S. scientific fleet. The first of three new ships OSU is building, which CEOAS will operate and has named R/V *Taani*, will be delivered to us in 2023, replacing R/V *Oceanus*.

**1.3 Location.** OSU Ship Operations facility is co-located at the Hatfield Marine Science Center – 2030 SE Marine Drive - Newport, Oregon 97365.

**1.4 Summary of Work.** Oregon State University (OSU) is seeking responses from integrated design and construction teams for establishing the redesign, renewal/replacement and expansion of the Ship Operations Dock and support area in Newport, Oregon.

The OSU Ship Operations Dock, co-located at the Hatfield Marine Science Center in Newport Oregon, and operated by the College of Earth, Ocean and Atmospheric Sciences (CEOAS), was constructed in the early 1960's and has served long past its expected life. A newer part of the pier was built in the 1990's to extend the dock's size and capabilities. Both the original trestle and pier, as well as the 1990 extension, are now incongruent with expected near-future uses, safe handling of heavy equipment, and security requirements.

In particular, with new CEOAS vessel R/V *Taani* to become operational from this dock in 2023, a new OSU mid-size vessel to arrive in 2025-30 time frame, increased use by other organizations within and outside of OSU, and the need to also dock and launch small boats, we are seeking to replace, modernize and improve security of the OSU Ship Operations Dock, as well as its supporting facilities.

The overall scope would include, but are not limited to:

- Assessment of the dock and supporting facilities including buildings, parking, security, access roads, storage, offices, shops and facilities for visitors for life-cycle, safety, seismic and tsunami safety, security, logistical efficiency, energy efficiency, accessibility, future growth and expansion and other aspects.
- Redesign, replacement and/or modernization of the pier, dock and causeway, allowing the docking of at least two larger UNOLS vessels, including the regional class R/V *Taani* and one global class vessel, allowing the docking of two additional smaller research vessels, one replacing the R/V *Pacific Storm* and one being the current R/V *Elakha*, allowing the launching of small boats, and allowing experimentation and testing of seagoing equipment and sensors;
- Assist OSU in creating a Long Range Development Plan (LRDP) for the Ship Operations (SO) dock and supporting facilities.
- Cost and schedule estimating and assistance in prioritization of improvements to refine the scope of the \$6M to \$7M design-build construction project for construction in 2022/2023.
- Cost and schedule estimating and assistance in prioritization of improvements to package improvements not selected for the 2022/2023 *Project* and reserved for future projects.

Key goals of the Study include:

- Increase safe working environment for dealing with heavy equipment.
- Increase security of the facility harboring expensive research equipment and seagoing vessels, whilst creating a safe work environment for CEOAS Marine Operations personnel, visitors, researchers and students.
- Allow expansion of research capability and capacity as new research vessels come online.

**1.5 Scope of Services.** The following is an outline of the scope and considerations assembled by OSU Ship Operations staff. The successful design team will verify, supplement if necessary and develop these considerations.

#### **Ship Operations Facility improvements**

1. Overall pier improvements and requirements
  - a. Greater load limits (500 lbs per square foot)
  - b. Make longer to allow for R/V *Taani* plus one Ocean Class-sized vessel
  - c. Add floating dock for mid-size vessel (see also 11) next to R/V *Elakha* dock

- d. Account for sea level rise
2. Full replacement of trestle and “old pier”
  - a. Widen (to same width as pier entry)
3. Full replacement or upgrade of “new mid-1990s” pier
  - a. Cathodic protection for entire pier structure
  - b. Piling wrap for all steel pile
  - c. New swim ladders
  - d. Sewage tank
  - e. Welding hood in pier building
4. Upgrade of the causeway
  - a. Stabilization from erosion
  - b. Assess and replace plumbing and electrical as needed.
    - i. Electrical upgrade for Taani.
5. Access control and security
  - a. Fencing
  - b. Cameras
  - c. Access key cards
  - d. New security system
  - e. Automatic gates
  - f. Lighting
  - g. Signage
6. Visitor parking area separate from industrial area
7. Warehouse replacement-high bay (such as the NOAA facility)
  - a. Must house portable equipment.
    - i. Crane
    - ii. Forklifts
    - iii. Taani equipment
      1. Wire/line reels
      2. Taani spare parts
  - b. Gantry (15K limit -- but we will need to investigate future needs)
  - c. Hazardous material storage
  - d. Storage
  - e. Painting area
  - f. MarTech space
  - g. Shipping and receiving bay with truck loading ramp
8. Re-run electrical connections for VAN pool (12 vans total)
9. Level/repave parking for smoother forklift operations.
  - a. Paint new lines
10. Refresh of pier building and main office.
11. Research Community supported initiatives
  - a. Floating dock for mid-size vessel
  - b. Classroom space
  - c. Staging area
  - d. Dive locker

- e. Small boat storage
- f. Boat ramp

### **Considerations**

1. DSL lease
2. Port of Newport lease
3. Permitting for in water work
4. Designation of wetlands area near ship ops
5. Aquarium pump house & NOAA tide station
6. Stakeholder input

**1.6 Design Standards.** The design of the Project must follow [OSU's Design Standards](#), where applicable, 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 the LRDP only with design phase services being added via a Preliminary Services Sum Amendment(s) and construction phase services added via an Early Work Amendment(s) or Pricing Amendment for a Guaranteed Maximum Price (GMP).

### **2.0 SCHEDULE**

|  |  |
|--|--|
| Issue Date   | 9/27/2021  |
| <b>Non-Mandatory Pre-Proposal Meeting</b>              | <b>10/4/2021 at 9:00 AM PT via Zoom</b>  |
| <b>Mandatory Site Visit</b>                            | <b>10/7/2021 at 10:00 AM PT - Front Entrance to the Visitor's Center at HMSC</b> |
| Question Deadline                                      | 10/19/2021 at 12:00 PM Pacific Time  |
| Final Addendum Issuance (if necessary)                 | By 10/22/2021  |
| Proposal Due Date/Time                                 | 10/26/2021 at 2:00 PM Pacific Time   |
| Proprietary Discussions with Finalists (if applicable) | Week of November 1, 2021   |
| Optional Presentations/Interviews (if applicable)      | Week of November 8, 2021   |

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

|  |                           |
|--|---------------------------|
| Estimated notification of finalists (short list) | November 1, 2021          |
| Notice of Intent to Award                        | Week of November 15, 2021 |
| Estimated Contract execution                     | December 1, 2021          |
| Estimated Notice to Proceed                      | December 1, 2021          |
| Estimated Date of GMP/Pricing Amendment          | July 1, 2022              |

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 via email to [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) 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.

**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 an electronic copy of this RFP and one electronic copy of each Proposal received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after 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 Section **1.0** of this document.

### **7.2 Pre-Proposal Conference and Site Visit.**

**7.2.1** The Pre-Proposal Conference will be administered virtually via Zoom. Proposers ***must*** contact the **Contract Administrator** to request virtual Conference access. This request must occur no later than thirty (30) minutes prior to the meeting time, as stated in this RFP.

**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 and Time of a Pre-Proposal Conference is located on the cover sheet of this RFP.

**7.2.4** The Proposer must attend the Mandatory Site Visit. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Site Visits. Attendance will be documented by OSU. Proposers who arrive more than five (5) minutes after start time of the Site Visit will not have their attendance documented and will have

their Proposal rejected if submitted.

**7.2.5** Should on campus site visits occur, the COVID Safety & Success Policy is located here: <https://covid.oregonstate.edu/safety-policies>

### **7.3 Proposal Submission.**

**7.3.1** Submit **one (1) electronic version via email** to be received by the Due Date/Time listed in this document to [bids@oregonstate.edu](mailto:bids@oregonstate.edu) 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 (20) single sided 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 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 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 any large format documents required by evaluation criteria). The basic text information of the Proposal should be presented in standard business font size, and reasonable margins.

**7.4.5** 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 and facsimile transmitted **Proposals will not be accepted.** Proposals



received *after* the Due Date/Time **will not be considered**.

**7.4.8** Each Proposal shall be emailed to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). Proposals must be received by the date/time and in the format specified herein. The email line should contain the Solicitation Number/Name and Firm Name. Only those Proposals received at this email address by the Proposal Due Date/Time shall be considered responsive. Proposals submitted directly to the **Contract Administrator** will NOT be considered responsive. It is highly recommended that the Proposer confirms receipt of the email with the **Contract Administrator or designee**. The **Contract Administrator** or designee may open the email to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall responsiveness of the Proposal.

## **7.5 Acceptance or Rejection of Solicitation Responses by 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 an approximate **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 (30 Points)**

(a) Provide a brief description of your team and the focus of the practices. List the projects your firms are currently contracted for and at what stage the projects are in terms of completion. Also include your firm's total dollar volume for each of the last five years.

(b) Describe your Team's experience with evaluating, designing and improving ship operations facilities or similar infrastructure.

(c) Describe your Team's experience with the Design-Build process.

(d) Identify project experience of key personnel, including project designer and project manager along with those of sub-consultants proposed (particularly utility/infrastructure engineers) to be assigned to this project. Use 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. Highlight the individuals who participated in the project examples.

(e) Describe your Team's experience with developing a Long Range Development Plan (LRDP).

**7.8.2 Project Approach (25 Points)**

(a) Describe what your team's approach will be in developing this LRDP.

(b) Provide an outline of the proposed LRDP and a preliminary schedule.

(c) Describe your firm's experience understanding, accommodating and prioritizing needs and requirements of students, staff and visitors with disabilities.

**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 the Long Range Development Plan (LRDP) 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 (15 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 | 30 Points   |
| Project Approach (25 Points)              | 25 Points   |
| Construction Fee/Fee Proposal             | 20 Points   |
| Workforce Diversity Plan                  | 15 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 MISCELLANEOUS**

### **8.1 Financial Responsibility.**

**8.1.1** 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.

**8.1.2** 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.

**8.2 Project Termination.** OSU reserves the right to terminate the Project or Contract in whole or in part during any phase upon a written finding that it is in the best interest of the university as determined by the university.

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

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

**8.5 AA/EEO Employer.** OSU is an AA/EEO employer.

**8.6 Compliance with Applicable Law.** Proposer agrees to comply with all federal, state, county, and local laws, ordinances, and regulations as well as all applicable OSU Standards and Policies while on campus.

**8.6.1 Smoke and Tobacco Free Campus.** Owner's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

**8.6.2 Sexual Harassment Policy.** The Owner has policies that prohibit sexual harassment of members of the university community and in keeping with those policies Contractor and Contractor's employees, agents, and Subcontractors are prohibited from engaging in sexual harassment of members of the university community.

**8.6.3 Firearms Policy.** The Owner has adopted a policy that prohibits Contractor and Contractor's employees, agents and Subcontractors from possessing firearms on Owner's property.

**8.8 Execution of Agreement.**

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

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

## **9.0 EXHIBITS**

Exhibit 1 – Aerial Photograph of Ship Operations facility

Exhibit 2 – Sample D-B Agreement

**END OF RFP**