



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2022-007201

OSU-CASCADES CAMPUS STUDENT SUCCESS CENTER DESIGN BUILD

ISSUE DATE: November 16, 2021

MANDATORY PRE-PROPOSAL CONFERENCE:
November 22, 2021 at 11:00 AM Pacific Time (PT)
via Zoom

RFP DUE DATE/TIME:
December 10, 2021 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: December 1, 2021 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2371-21

CONTRACT ADMINISTRATOR:

Brooke Davison, Construction Contracts Officer
Construction Contracts Administration
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Email: constructioncontracts@oregonstate.edu

APPEALS:

Hanna Emerson, Construction Contracts Manager
Construction Contracts Administration
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Email: hanna.emerson@oregonstate.edu

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** Request for Proposals (RFP) process to retain one (1) Design Build (“DB”) team to the OSU-Cascades Student Success Center (*the “Project”*).

The terms “Design-Build Contractor” and “Design-Build” 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 to be submitted to bids@oregonstate.edu by the Due Date/Time.

VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE- A virtual Mandatory Pre-Proposal Conference will be held at 11:00 AM PT on November 22, 2021 via Zoom. Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 15-minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

All questions shall be submitted via e-mail to 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. Founded in 1868 as Oregon’s land grant institution, 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.

OSU-Cascades sits on the traditional lands of numerous indigenous peoples, including the Molalla, Klamath, Northern Paiute, and Warm Springs. In recognizing these communities, we honor and respect their lives and legacies, and their descendants.

In 2013, the Oregon Legislature allocated the first phase of capital to build an OSU campus in Bend, offering a range of undergraduate and graduate degrees. The first OSU-Cascades (“OSU-C”) building opened in fall 2016 on a 10-acre site adjacent to a former pumice mine (now owned by the university) and a former construction demolition landfill. Through long range development planning and master planning processes over the last few years, the university has evaluated both the pumice mine and landfill for future campus development and expansion to accommodate up to 5,000 students by 2034. In April 2018, after significant planning and remediation/ redevelopment investigations, the university acquired the former Deschutes County Demolition Landfill, a brownfield site, for remediation and redevelopment for future use as the university campus.

The OSU-C Master Plan guides expansion to a 128-acre campus by 2034, through numerous phases. These phases include varying amounts of infrastructure and building construction, requiring a deliberate water systems phasing plan.

In addition to academic spaces, student and middle market housing, recreation areas and student success centers, the [OSU-C long range development plan](#) (“LRDP”) includes an innovation district that is a figurative handshake between academic-led instruction and research and industry-led innovation. At the same time, this home to world-class research and study will blend seamlessly with neighboring communities. Projects to remediate and redevelop the landfill will provide the space for this university-industry innovation district.

OSU-C has engaged in a thorough LRDP process which included a commitment to sustainably developing a triple Net-Zero campus. Triple Net-Zero means the campus will balance energy use, water consumption, and waste generation with energy generation, water capture, and material reuse. The LRDP net zero energy plan has been further developed into a master plan for the campus allowing each future capital project to leverage the study recommendations and design guidelines that will incrementally move the campus along the net zero energy path.

In 2018, the university began the first work to reclaim the pumice mine and remediate the first section of landfill. Over the course of 18 months over 500,000 cubic yards of waste and native earth were moved to fill in pumice mine and remove waste from the landfill area transforming a once blighted landscape into a college campus with parking, trails, and walk paths. In 2019 OSU started construction on Edward J. Ray Hall (“**Ray Hall**”), a 50,000 SF net-zero energy ready prototypical academic building.

OSU-C is now ready to move forward with the first phase of the Student Success Center (“**SSC**”). We are seeking a team of passionate collaborative partners to iteratively develop a cost effective, fun, functional, and elegant building which serves the university programmatic needs while continuing the campus march into the recently re-claimed brownfield space. This important project will fill a critical OSU-C campus need identified by the Oregon Higher Education Coordinating Committee. Specifically, OSU-C has limited dedicated student space for studying, club use and student support.

The SSC will include a combination of flexible use spaces for study and tutoring, advising and counseling, arts presentation, informal gathering, and student involvement (e.g. diversity equity and including/multi-cultural/social). It will also provide offices for student success staff, including study abroad, service learning, sports and clubs, career counseling, and internship support. OSU-C is striving to ensure every student participates in at least one type of engagement activity prior to graduation. The SSC will help to facilitate this goal.

1.3 Location. The SSC will be located north of Ray Hall on the OSU-C campus, located at 1500 SW Chandler Ave, Bend, Oregon 97702

1.4 Summary of Work. Design and construction services to construct the 22,500 square foot (“**SF**”) SSC.

1.5 Preliminary Project Description

1.5.1 Project team behavior

1.5.1.1 The OSU approach to construction involves intense collaboration and we request that Proposers assess their readiness for this level of cooperation. The Successful Proposer will need to commit to achieving the greatest good possible given the budget and constraints. Missing or overlooking minimum Project requirements, exceeding the budget or late delivery are not options and we, as a team, will succeed.

1.5.1.2 In past procurement processes OSU-C asked for teams to propose somewhat developed solutions, that is not the case here. We are seeking a team with whom we can partner to develop the ultimate solutions for this project. The combination of DB team (inclusive of design professional, consultants and contractor) ideas with early trade partner input is a powerful tool in project delivery and we intend to incorporate all value we can from these creative groups.

1.5.2 Preliminary Project timeline (dates are approximate)

| | |
|--|----------------|
| Preliminary Evaluation of Project Criteria | March 15, 2022 |
| Preliminary Report Approval | April 15, 2022 |
| Begin Construction Phase Services | March 15, 2023 |
| Substantial Completion | May 1, 2024 |
| Final Completion | July 1, 2021 |

1.5.3 Project description and goals

1.5.3.1 SSC is a 3 or 4 story, 20,000 – 22,500 gross SF (“**GSF**”) new student support building located on the OSU-C campus. The building will include a combination of flexible use spaces for study and tutoring, advising and counseling, arts presentation, informal gathering, and student involvement (e.g. multi-cultural/social/clubs/student government). It will also provide offices for student success staff, including service learning, sports and clubs, career counseling, and internship support. OSU-C is striving to ensure every student participates in at least one type of engagement activity prior to graduation. The SSC will help to facilitate this goal.

1.5.3.2 SSC may be constructed of mass timber and aspires to cost effectively display the sustainability goals of the university in every aspect of its construction. SSC will also include some aspect of water re-use, mainly focused on the core wet walls.

1.5.3.3 With Ray Hall, OSU set out to develop a prototypical building design and SSC may use elements of that prototypical plan as the basis for design (“**BOD**”) including but not limited to:

- i. Structural
- ii. Mechanical
- iii. Electrical
- iv. Plumbing
- v. Code considerations
- vi. Architectural Layout
- vii. Energy Reduction Measures

1.5.3.4 As the SSC is the first half of the long-term vision for this building, the footprint for the second half of the building offers an opportunity to develop a unique outdoor area for student, staff, and faculty enjoyment. Additionally, this project may further develop the amphitheater plan started during the Ray Hall project with more outdoor step seating.

1.5.3.5 The SSC will be the center of OSU-C’s display of our support for a diverse campus where individuals from all backgrounds are welcome and comfortable. We are seeking a team that can help us develop a vision for the multicultural spaces in SSC that fulfills this priority.

1.5.3.6 SSC will be the first nodal hub of OSU-C’s central condenser loop. As such, a relatively large mechanical room will be required to house the heating and cooling equipment for multiple future buildings.

1.5.4 Preliminary Program

1.5.4.1 The building will house the following Program Areas:

- i. Associated Students of Cascades Campus (ASCC) - Approximately 1,420 GSF.
- ii. Student Life - Approximately 4,000 GSF.
- iii. Student Success - Approximately 4,500 GSF.
- iv. Shared Administrative Spaces - Approximately 1,600 GSF.
- v. Building Support - Approximately 3,800 GSF.
- vi. Diversity Equity and Inclusion Space – Approximately 1,000 GSF.

1.5.4.2 A more fully developed program will be provided to finalists.

1.6 Budget. The design and construction budget for SSC is currently estimated to be \$13,500,000.00. This budget includes all design and construction costs including materials and labor costs, escalation, the DB fee, general conditions costs, reimbursable expenses, payment and performance bonds and the DB contingency.

1.7 Design Standards. The design of the Project must follow [OSU’s Design Standards](#), including OSU’s requirements for sustainable development. Additionally, refer to the Owner Project Requirements (“OPR”) document which will be provided to the finalists. This document will take precedent the design standards in some instances.

1.8 Compensation. Compensation for Construction Phase Services shall be based on a total “not-to-exceed” amount for services and reimbursable expenses, with “not-to-exceed” maximums. Compensation for Design Phase Services shall be negotiated pursuant to the Washington State Office of Financial Management guidelines for Architectural and Engineering services which would typically set this value between 6.4% and 7.7% of Maximum Allowable Construction Cost (MACC), stipulated as a lump sum.

1.9 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”) Amendment.

2.0 SCHEDULE

| | |
|--|---|
| Issue Date | November 16, 2021 |
| Mandatory Pre-Proposal Conference | November 22, 2021, 11:00 AM PT via Zoom |
| Question Deadline | December 1, 2021, 5:00 PM PT |
| Final Addendum Issuance (if necessary) | By December 3, 2021 |
| Proposal Due Date/Time | December 10, 2021, 2:00 PM PT |

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

| | |
|--|--------------------------|
| Estimated notification of finalists | December 22, 2021 |
| Finalists Site Visit and Proprietary Meeting | Week of January 10, 2022 |
| Final Presentations | Week of February 7, 2022 |
| Notice of Intent to Award | By February 11, 2022 |
| Estimated Contract execution | By March 11, 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 the **Contract Administrator** 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 DB AGREEMENT is included as an exhibit and contains contract terms and conditions applicable to the work. The sample contract 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, Lump Sum 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 Section **1.0** of this document.

7.2 Pre-Proposal Conference.

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.

The Proposer must attend the Mandatory Pre-Proposal Conference, which will be administered virtually. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference. Attendance will be documented by checking in with the **Contract Administrator** at the beginning of the virtual Conference. Prime Proposers will be required to check in and provide their name, firm name, and email address to the **Contract Administrator** at the beginning of the virtual Pre-Proposal Conference. 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) will not have their attendance documented and will have their Proposal rejected **if submitted**.

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 RESERVED.

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 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.

7.3.3 All Proposers must be registered and licensed with the Oregon Construction Contractors Board and have on file with the Construction Contractors Board the required public works bond prior to submitting Proposals. Failure to be licensed and have the bond in place will be sufficient cause to reject Proposals as non-responsive.

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. 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 two-step process in the selection of a DB team for this Project. The Proposals received in response to this RFP (Step 1) will be evaluated by a selection committee with the top scoring firms being invited to advance to further evaluation steps (Step 2) including participation in a proprietary discussion with the Owner, a site visit and a formal presentation to the selection committee.

7.7.1 Step 2A - Proprietary Meetings. Each finalist will have a separate 120-minute proprietary meeting with the selection committee. The intent of this meeting is for the finalists to ask the selection committee questions in order to better understand OSU-C goals and priorities as they relate to the Project. This meeting will be the only opportunity for the finalists to seek further clarification from OSU about the Project and the presentation (see Step 2B below) content. No evaluation will be made by the selection committee based on the conversations of this meeting. The meeting shall be held in-person at OSU-C, COVID permitting, and will include a site visit (not included in the 120-minutes stated above).

7.7.2 Step 2B – Interactive Presentations. A formal Interactive Presentation to the selection committee will occur approximately four (4) weeks after the proprietary meeting. The Interactive Presentation shall be held in-person, at OSU-C, COVID permitting. The Interactive Presentation will be limited to 180-minutes per finalist, with at least 15 minutes reserved for a question and answer period. The agenda will be dictated by the finalists but must include a prescribed set of topics to be provided to each finalist at the time of finalist selection.

After all of the Interactive Presentations 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 Interactive Presentations. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all finalists submitting responsive proposals or all finalists in the competitive threshold.

Final scoring of the Interactive Presentations 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 Cover Letter (5 points)

7.8.1.1 Identify the DB team and the nature of any joint venture or association arrangements. The letter may also contain supplemental information the DB team would like to include.

7.8.1.2 Explain why your firms decided to join together for SSC; where your values overlap and why the SSC ignites your passion for higher education design and construction.

7.8.1.3 Discuss the meaning this SSC will bring to the individuals from each of the firms.

7.8.2 Experience with Similar Projects and Delivery Method (15 points)

7.8.2.1 Provide your team's previous experience with higher education design and construction as well as your experience with student success center type buildings. Expand on the features of these projects including how your design fit the university and what lesson you took away from the effort. Explain how student and staff feedback influenced the project.

7.8.2.2 Provide a brief description of each of your firm's history with DB contracting and collaborative project delivery. Provide any projects where your firms have worked together and details about the approach that was taken regarding the level of collaboration and integration of the teams. Provide background of the project and hurdles that were encountered, how they were overcome and how the collaboration of the team supported the project goals, budget and schedule. Include an owner contact for any project referenced.

7.8.3 Design Build Plan and Key Personnel (20 Points) OSU believes relationships are a key aspect of collaborative project delivery and is seeking to understand how this team has successfully delivered similar highly integrated projects in the past.

7.8.3.1 Provide an organizational chart for this project identifying at minimum the dedicated Design-Build Manager or Design Manager, the Pre-Construction Manager, Project Estimator, Project Manager, Superintendent, Safety Professional, and QA/QC Manager. Identify their previous experience in those roles, their experience on a collaborative project and projects where the different personnel have previously worked together.

i. For the Pre-Construction Manager, Project Estimator, Design Manager, Superintendent, and Project Manager identify the proposed team members experience with lean construction execution and any lean construction organizations they belong to.

7.8.3.2 Describe how you expect each of the key personnel will interact with OSU during each of the main phases of project execution. How much time will they be spending on the project and how will they be seeking to influence the Project to reduce cost and risk while increasing value and the realization of OSU's goals?

7.8.3.3 Provide resumes (with three references each) for all of the key personnel. (Resumes will not be counted in page count)

7.8.4 Project Execution Plan (15 Points)

7.8.4.1 Provide a proposed work plan and schedule for accomplishing the project that is achievable by your firm's staffing availability.

7.8.4.2 Provide your view on what lean execution means and the opportunities you expect will be present for this project with regard to lean construction. What early decisions would you make to remove waste and increase value?

7.8.4.3 Explain your approach to this Project that will maximize the opportunities that the DB process brings to a project of this size.

7.8.4.4 A highly cohesive team built on trust increases the speed of decision making, identifies and reduces risk more effectively and increases value and realization of project goals; what specific actions would you take to increase the comfort level of the project execution team, including the supporting subcontractors and sub-consultants? How do you propose to transform a disparate set of people into a high performing team that is comfortable having difficult conversations that reduce risk and maximize value?

7.8.4.5 How will you connect the preconstruction decisions to the design and constructions documents and finally to the work in the field?

7.8.4.6 At a high level, describe the elements of the prototypical design that you may choose to evaluate for reuse in SSC and why you think those elements might bring value to SSC. If you feel there are no elements you would choose to evaluate, explain why.

7.8.4.7 Describe your approach to sub-consultants and subcontracting explaining your timeline for bringing on different sub-teams and why you think that time is right.

7.8.4.8 Explain your approach to Target Value Design (TVD) that will maximize realizing OSU's goals and priorities. What decision making methodology do you propose, and why do you believe it is the best method?

7.8.5 Design for Diversity (10 Points) Our work at OSU is guided by social justice principles, including:

- Focusing on overcoming institutional structural barriers
- Counteracting unfairness and inequity
- Paying attention to how people, policies, practices and every part of the organization can collaborate
- Recognizing the importance and impact of historical and institutionalized social categories including race, class, gender, sexual orientation, ability and others
- Actively addressing dynamics of bias, oppression and privilege
- Actively addressing accessibility
- Recognizing that every member of the university plays a key role in advancing the goals of diversity, equity and inclusion
- Raising awareness
- Working to identify the root causes for injustice
- Creating capacity
- Building networks and partnerships
- Influencing decision-making across the institution
- Monitoring and regularly reporting outcomes

7.8.5.1 People experience the build environment differently according to who they are – their social, cultural and economic background or differing abilities. Explain your values, approach, and experience with diversity, equity and inclusion efforts related to the design of higher education buildings. What type of things make a building more inviting and inclusive? Describe how your firm will solicit OSU-C student and staff feedback and combine it with your firms internal design experience and knowledge to achieve the project goal of inclusivity both now and for future generations of OSU-C.

7.8.6 Workforce and Project Diversity Plan (15 Points)

7.8.6.1 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.

7.8.6.2 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 DB team 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.

7.8.7 COMPENSATION PROPOSAL (10 Points)

7.8.7.1 Design Builder Fee (5 Points). Provide your team's **Design Builder Fee as a percentage of the Estimated Cost of Work**. This fee shall cover, at a minimum, the Construction Management elements and Costs Excluded from Cost of the Work, as specified in the DB 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 DB 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.

7.8.7.2 Hourly Rates (5 Points). Provide a completed Exhibit E (Key Personnel and Hourly Rates) for specified Key Personnel, roles, and associated hourly rates required for completion of the Project as described in Section 1.0. OSU will use an internally developed general conditions labor model along with the Proposers' hourly rate data submitted as a part of this RFP, to determine a sum of the hourly rate charges to evaluate between Proposers. This labor model will only be used as a method of evaluation, it will not be incorporated into the Agreement.

NOTE: Formula for scoring the Compensation Proposals will be as follows: Lowest Fee (or sum of hourly rate charges) 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**

7.9 Point Summary Table.

| Criteria | Point Value |
|--|--------------------|
| Cover Letter | 5 Points |
| Experience with Similar Projects and Delivery Method | 15 Points |
| Design Build Plan and Key Personnel | 20 Points |
| Project Execution Plan | 15 Points |
| Workplan and Staff Availability | 15 Points |
| Design for Diversity | 10 Points |
| Workforce Diversity Plan | 15 Points |
| Compensation Proposal | 10 Points |

7.10 Interactive Presentations and Reference Checks (60 Points).**7.10.1 Interactive Presentations (50 Points)**

OSU is seeking to utilize Interactive Presentations in determining the Apparent Successful Proposer. These Interactive Presentations will have an agenda generally set by the Proposer, but must address questions provided by OSU. OSU intends for these Interactive Presentations to be an open dialog between OSU and each Proposer and will be demonstrative of the overall Project execution. Proprietary discussions will also be a part of this interactive dialog. Information regarding the proprietary discussions and Interactive Presentations is contained in this RFP. The Owner reserves the right to revise this information, in that case, the Owner will provide the new information to the short-listed firms following the initial review and scoring. Final scoring of the Interactive Presentations will be **separate and not cumulative** from the short-listing. Scoring of the Interactive Presentations will be based on upon the finalists addressing specific topics provided by OSU and the overall dialog. The specific topics will be provided to the finalists at a later date.

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 DB 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 Agreement 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 on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Proposer and enter negotiations with the next highest 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.

8.2.1 OSU reserves the right to terminate the Project or contract during any phase in the Project.

8.2.2 Should the Agreement be terminated prior to the first Lump Sum/GMP Amendment, OSU reserves the right to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and policies, including negotiating with the next highest scoring Proposer(s).

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.

8.7 RESERVED.

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 an Agreement and subsequent issuance of a notice to proceed letter with the selected Proposer.

9.0 EXHIBITS

Exhibit 1a – Future Open GW Loop Network Layout

Exhibit 1b – OSU Cascades Campus Expansion Energy Feasibility Study

Exhibit 1c – OSU Edward J. Ray Hall White Paper

Exhibit 2 – Sample Design Build Agreement with applicable Exhibits (to be provided with a future addendum)

Exhibit 3 – Reserved

Exhibit 4 – MWESB Instructions and Form

Exhibit 5 – Payment and Performance Bonds

END OF RFP