



# Oregon State University

## REQUEST FOR QUALIFICATIONS (RFQ) #2022-007889

### OSU-CASCADES LITTLE KITS CHILD CARE FACILITY SITE DESIGN

ISSUE DATE: February 23, 2022

**MANDATORY PRE-RESPONSE CONFERENCE:**

March 3, 2022 at 11:00 AM Pacific Time (PT) via Zoom

**RFQ DUE DATE/TIME:**

March 15, 2022 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: March 4, 2022 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2370-22

**CONTRACT ADMINISTRATOR:**

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Construction Contracts Administration  
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Email: [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu)

**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 Response 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 **ONE STEP** Request for Qualifications (RFQ) process to retain one design firm to provide site design services in support of the Little Kits Child Care Facility on the Oregon State University Cascades campus in Bend, Oregon (*the “Project”*).

**OSU WILL ONLY BE ACCEPTING SEALED RESPONSES ELECTRONICALLY** - Responses are to be submitted to [bids@oregonstate.edu](mailto:bids@oregonstate.edu) by the Due Date/Time.

**MANDATORY PRE-RESPONSE CONFERENCE and SITE VISIT** - A Mandatory Pre-Response Conference and site visit will be held on 11:00 AM PT on March 3, 2022 at OSU-Cascades (1500 SW Chandler Ave, Bend, OR 97702) Obsidian Hall, room 207. Parking and building location information can be found at <https://osucascades.edu/>. Campus Safety Policies for Face Covering and Physical Distancing requirements related to Covid-19 are 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.** 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 Oregon State University 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, a 50,000 SF net-zero energy ready prototypical academic building.

As OSU-C grows, one emerging issue with our students, faculty, and staff is childcare. This issue is not merely an OSU-C issue, it has been highlighted as a regional issue as well. To help solve this issue OSU-C has worked with the State of Oregon and Deschutes County to build a series of small childcare facilities that will not only create more capacity for Central Oregon, but will also be used as a training facility to increase the supply of qualified employees for these types of facilities.

One of these facilities will be located on the OSU-C campus near the intersection of Mt. Washington and Chandler Ave. The building will be a custom turn-key modular facility.

**1.3 Location.** At or near 1770 SW Chandler Ave. Bend, Oregon 97702

**1.4 Summary of Work.** Design Services including but not limited to Site Civil, landscape, utility connections, playgrounds, parking lots.

**1.5 Scope of Services.**

**1.5.1** Site design and Construction Administration phase services for all work except the design of the building itself. The Scope shall include all utility connections for the building as coordinated with the building supplier.

**1.5.2** Support for all City of Bend permits and approval processes including but not limited to site design review and land use approval process.

**1.5.3** Site shall include at a minimum:

**1.5.3.1** Parking lot

**1.5.3.2** Entry apron

**1.5.3.3** Landscaping

**1.5.3.4** Play areas, structures and/or other amenities

**1.5.3.5** Grading and prep for structure

**1.5.3.6** Covered entry deck for the structure

## **2.0 SCHEDULE**

Issue Date	February 23, 2022
<b>Mandatory Pre-Response Conference &amp; Site Visit</b>	<b>March 3, 2022 11:00 AM OSU-C, Bend, OR</b>
Question Deadline	March 4, 2022 5:00 PM
Final Addendum Issuance (if necessary)	By March 8, 2022

Response Due Date/Time

March 15, 2022 2:00 PM

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

Notice of Intent to Award

By March 30, 2022

Estimated Contract execution

By April 15, 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 RFQ 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 RFQ or the documents included as exhibits to this RFQ 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 RFQ 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 RFQ or the documents included as exhibits to this RFQ.

**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 RFQ.

#### **4.0 PUBLIC RECORD**

**4.1** OSU will retain an electronic copy of this RFQ and one electronic copy of each Response 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 Response 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 Response 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 Response, material designated as confidential shall accompany the Response, 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 Response marked as a trade secret in its entirety may be considered non-responsive and be rejected.

#### **5.0 FORM OF AGREEMENT**

A Sample Design Professional 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 RESERVED**

#### **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-Response Conference and Site Visit.**

**7.2.1** The Pre-Response 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 RFQ.

Attendance will be documented by OSU.

**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 RFQ or an Addendum.

**7.2.3** Date and Time of a Pre-Response Conference is located on the cover sheet of this RFQ.

#### 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 Response 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 RFQ. **Electronic versions must be sized appropriately for transfer (under 10 mb).**

7.3.2 All Responses must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Response 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 Response Submission Requirements.

7.4.1 Your Response 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 Response. 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 Response. 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 Response 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 Response in order to be considered by OSU during the negotiation period.**

7.4.4 The electronic Response 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 Response should be presented in standard business font size, and reasonable margins.

7.4.5 OSU may reject any Response not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all Responses 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 Responses that require OSU to pay the cost of production or delivery.

7.4.7 Telephone and facsimile transmitted **Responses will not be accepted**. Responses received *after* the Due Date/Time **will not be considered**.

7.4.8 Each Response shall be emailed to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). Responses 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 Responses received at this email address by the Response Due Date/Time shall be considered responsive. Responses 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 Response, or address the overall responsiveness of the Response.

## **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 Responses 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 Response in accordance with OSU Standards. This will not preclude the submission of another Response by such Proposer prior to the Due Date/Time.

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

## **7.7 Evaluation Process.**

The written response to this RFQ is the only step in the selection of a firm for this Project. The Responses received in response to this RFQ will be evaluated by a selection committee.

The members of the selection committee will discuss the strengths and weaknesses of all Proposers. The members of the selection committee will then score the Proposers based on all information received and presented in the Responses. Optional Reference Checks may be undertaken to aid in final scoring. Upon completion of final scoring, an Intent to Award will be issued identifying the Apparent Successful Proposer and negotiations may commence with the Apparent Successful Proposer in order to finalize a contract in accordance with Section 7.12 below.

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

### **7.8.1 Experience on Similar Projects (30 points)**

Describe your firms experience with similar or comparable projects during the past five years.

### **7.8.2 Key Personnel (25 Points)**

Identify the personnel in your firm who would be assigned to the project, their specific roles in this project, and their previous experience in those roles. Also identify the consultants you propose to team with, if any, their proposed key personnel, and give brief descriptions of their experience and expertise. Provide contact information (including email) for each identified key person.

**7.8.3 Firm Background and Description (15 Points)**

Provide a brief description of your firm. Include an organizational chart. List the projects your firm is currently contracted for and at what stage you are in terms of completion.

**7.8.4 Workplan and Staff Availability (10 Points)**

Provide a proposed work plan and schedule for accomplishing the multiple projects that is achievable by your firm's staffing availability. Confirm the availability of the team members to work on multiple roof designs simultaneously for the duration of the project.

**7.8.5 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 CM/GC must perform the Work according to the means and methods described in the workforce plan described in its Response, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

**7.9 Point Summary Table.**

Criteria	Point Value
Experience on Similar Projects	30 Points
Key Personnel	25 Points
Firm Background and Description	15 Points
Workplan and Staff Availability	10 Points
Workforce Diversity Plan	15 Points

**7.10 Reference Checks (10 Points).****7.10.1 RESERVED****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 Response 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/Agreement shall be clearly identified and appended to the Response 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 Response 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 Response.

**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 Response rejection.

**8.2 Project Termination.**

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

**8.3 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 Response, 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. Awardee and awardee's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

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

**8.6.3 Firearms Policy.** The Owner has adopted a policy that prohibits Awardee and awardee'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 a Contract and subsequent issuance of a notice to proceed letter with the selected Proposer.

**8.9 Federal Funding Flow Down Requirements.**

**8.9.1** Compliance with *Equal Employment Opportunity* E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**8.9.2** Compliance with *Copeland "Anti-Kickback" Act (40 U.S.C. 3145)* as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

**8.9.3** Compliance with the *Rights to Inventions Made Under a Contract or Agreement*, Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**8.9.4** Compliance with the *Clean Air Act (42 U.S.C. 7401-7671q)* and the *Federal Water Pollution Control Act (33 U.S.C. 1251-1387.)*, as amended.

**8.9.5** Compliance with the *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*.

**8.9.6** Compliance with the Debarment and Suspension (E.O.s 12549 and 12689).

**8.9.7** Compliance with Domestic Preference requirements (2 CFR 200.322).

## **9.0 EXHIBITS**

Exhibit 1 – Little Kits Conceptual Description of Systems from Pinnacle Architecture, dated December 7, 2021

Exhibit 2 – Little Kits Floor Plan, Pinnacle Architecture, dated December 7, 2021

Exhibit 3 – Little Kits Location

Exhibit 4 – Sample Design Professional Agreement

**END OF RFQ**