



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2022-008581

### HOUSING & DINING CORVALLIS CAMPUS VISION

ISSUE DATE: May 5, 2022

NON-MANDATORY PRE-PROPOSAL CONFERENCE:  
May 12, 2022 at 1:00 PM Pacific Time (PT) in Room  
D107 (Trying Tree Conference Room) Weatherford  
Hall

RFP DUE DATE/TIME:  
May 26, 2022 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: May 16, 2022 at 5:00 PM Pacific Time (PT)

**CONTRACT ADMINISTRATOR:**

Brooke Davison, Construction Contract Officer  
Construction Contracts Administration  
Oregon State University  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333

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

**APPEALS:**

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

Email: [hanna.emerson@oregonstate.edu](mailto: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) firm to provide professional consulting services to support the development of planning and visioning documents that will assist OSU University Housing & Dining Services (“UHDS”) to identify and advocate for a comprehensive capital investment strategy to be implemented over the next ten (10) years (*the “Project”*).

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

**VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE and SITE VISIT-** A /Non-Mandatory Pre-Proposal Conference and Site will be held on May 12, 2022 at 1:00 PM PT in Room D107 (Trysting Tree Conference Room) of Weatherford Hall (300 SW 26<sup>th</sup> Street, Corvallis, OR 97331). Parking and building location information can be found at [www.oregonstate.edu](http://www.oregonstate.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.** Oregon State University in Corvallis, Oregon is located within the traditional homelands of the Mary’s River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon (<https://www.grandronde.org>) and the Confederated Tribes of the Siletz Indians (<https://ctsi.nsn.us>).

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

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

**1.3 University Housing & Dining Services.** UHDS provides a transformative on-campus experience that will engage our students in community, enrich their lives, and help them flourish and thrive.

UHDS recognizes the importance of learning both in and out of the classroom and supports the concept of education as an individual as well as a community experience. UHDS primarily focuses on service to OSU students. We strive to provide OSU students, faculty, staff, and guests with safe,

economical, on-campus living and dining options that are convenient and comfortable. We offer a variety of living and dining options in Corvallis, consisting of fifteen (15) residence halls, three (3) dining centers, and a limited number of apartments. **UHDS** is an auxiliary enterprise which is funded solely by customers who use our services — we receive no State or tax dollars. **UHDS** works to maintain the highest educational and service standards for their customers. **UHDS** is committed to an appreciation for diversity, and fosters an open and respectful and enjoyable living, learning and working environment.

**UHDS** is working to achieve the following goals:

- **Improving Health:** Provide environments and skills to advance personal and community health and well-being.
- **Creating Transformative Learning Environments:** Foster transformative learning environments that have deeply embedded academic programs and support services.
- **Equalizing Student Success:** Engage all students in inclusive residential and dining environments and programs that raise and equalize retention and success.

**UHDS** values:

#### **Trust and Respect**

- Honor every role, and every person.

#### **Community**

- Embrace the diverse collection of thoughts, perspectives, beliefs, ideals, and lived experiences.

#### **Shared Leadership**

- “We” and “Our” replace “I” and “My.” We value teamwork and collectivism and honor the contributions our students make in our organization.

#### **Authentic Relationships**

- Recognize the interdependent nature of our work and pursue lasting relationships that create possibility.

#### **Creativity and Innovation**

- Pursue new knowledge and contribute to the advancement of our programs that serve to promote student success.

#### **Stewardship**

- Hold ourselves accountable to action and to operate responsibly with our resources today, to ensure our best possible future.

**1.4 Summary of Work.** **UHDS** would like to develop a strategy for growth and modernization of their facility inventory that is in alignment with the [OSU Campus Vision](#), [Transportation Plan](#), [Strategic Plan](#), and campus energy goals to be prepared to meet the needs of current and future students.

The services will focus on three designated opportunity sites to inform a planned future \$250 million capital investment.

#### **1.4.1 Site 1 – East Campus Residential Complex**

##### **1.4.1.1 Callahan, McNary, and Wilson Halls and McNary Dining Center**

**1.4.2 Site 2 – South Campus Residential Complex****1.4.2.1 Finley, Bloss, and Halsell Halls and South Side Station****1.4.3 Site 3 – West Campus Dining****1.4.3.1 Marketplace West**

The goals of these upcoming capital investments are to increase the OSU on campus housing inventory by 800 beds, update/contemporize room type mixture, update/contemporize and increase efficiency of dining program, and modernize legacy facilities identified in the opportunity sites.

The awarded Proposer would help organize the development of a plan/schedule to reach deliverables; convene, facilitate, and meetings with Steering Committee, invested stakeholders, and community members; develop and participate in presentations to campus leadership, and work through initial details related to land use planning related to opportunity sites with **UHDS** and OSU Campus Planning team.

Anticipated Master Planning project schedule:

**1.4.4** Spring Term 2022 – RFQ solicitation, interviews, and contract initiation.

**1.4.5** Summer Term 2022 – Review of UHDS operations, goals, and opportunity site facilities. Development of facility and construction standards. Engage with UHDS staff, and the project steering committee.

**1.4.6** Fall Term 2022 – Engage campus planning and guiding documents, invested stakeholders, and community members.

**1.4.7** Winter Term 2023 – Develop deliverables with UHDS and Steering Committee.

**1.4.8** Spring Term 2023 – Final deliverables. Presentations to campus leadership.

**1.5 Scope of Services.** The anticipated scope of services includes the following:

**1.5.1 Updated Market Housing Demand Assessment****1.5.1.1** Identify unmet market demand for student housing

**a.** Using national trend data, as well as OSU enrollment data, create narrative of how demographics of college students will likely shift over the next 20 years and the, and subsequent impact on housing unit type and demand.

**1.5.1.2** Review existing **UHDS** inventory and room portfolios to help inform type(s) of future housing needed to best serve incoming students.

**1.5.1.3** Confirm that targeted 800 bed growth can be supported by the anticipated market trends.

**1.5.2** Comprehensive review of Campus Vision, Transportation Plan, Carbon Neutrality goals, current strategic planning documents, enrollment goals, etc. The anticipated scope of services includes the following:

**1.5.2.1** Updated Market Housing Demand Assessment

a. Identify unmet market demand for student housing using national trend data, as well as OSU enrollment data, create narrative of how demographics of college students will likely shift over the next 20 years and subsequent impact on housing unit type and demand.

**1.5.2.2** Review existing **UHDS** inventory and room portfolios to help inform type(s) of future housing needed to best serve incoming students.

**1.5.2.3** Confirm that targeted 800 bed growth can be supported by the anticipated market trends.

**1.5.3** Comprehensive review of Campus Vision, Transportation Plan, Carbon Neutrality goals, current strategic planning documents, enrollment goals, etc. It is anticipated to have **UHDS** vision closely aligned with these documents.

**1.5.4** Aid in the establishment of minimum facility standards to inform decision making related to upgrades of existing facilities. Deferred maintenance, modernization, etc.

**1.5.4.1** Develop updated UHDS construction standards for new construction and major renovations.

- a. Mechanical systems
- b. Room type configurations
- c. Security and Access
- d. Information Technology
- e. Building Envelope

**1.5.5** Dining Program Review

**1.5.5.1** Production spaces

**1.5.5.2** Food concepts

**1.5.5.3** Dining Spaces

**1.5.5.4** **UHDS** aspirational goals for dining program include:

- a. Commissary
- b. Ancillary Revenue
- c. Meal Plan Offerings
- d. Centralized Bake Shop

**1.5.6** Development of concepts for opportunity site(s) for future development focused on \$250 million Board plan.

**1.5.6.1** Review of developable square footage for campus sectors to determine land use requirements.

**1.5.6.2** Facility Condition Audit of existing facilities in relation to established minimum facility standards.

**1.5.6.3** Facilitate feedback and listening sessions with campus stakeholders.

**1.5.6.4** Develop multiple building massing options and budget estimates at opportunity sites to inform future specific construction projects.

**1.5.7** Develop high level presentation for OSU leadership (Dean and President’s Councils, Board of Trustees, Campus Planning Committee) outlining the construction vision for **UHDS** and how it aligns with other guiding campus documents.

**1.5.8** Support for any OSU land use adjustments that may be involved with initial project(s) of plan.

**1.5.9.1** Aid in the establishment of minimum facility standards to inform decision making related to upgrades of existing facilities. Deferred maintenance, modernization, etc.

**1.5.9.2** Develop updated UHDS construction standards for new construction and major renovations.

- a. Mechanical systems
- b. Room type configurations
- c. Security and Access
- d. Information Technology
- e. Building Envelope

## **2.0 SCHEDULE**

|   |  |
|---|--|
| Issue Date  | May 5, 2022  |
| <b>Non-Mandatory Pre-Proposal Conference &amp; Site Visit</b> | May 12, 2022 1:00 PM Room D107 in Weatherford Hall |
| Question Deadline   | May 16, 2022 5:00 PM                               |
| Final Addendum Issuance (if necessary)                        | By May 19, 2022                                    |
| Proposal Due Date/Time  | May 26, 2022 2:00 PM                               |

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

|                                     |                      |
|-------------------------------------|----------------------|
| Estimated notification of finalists | June 3, 2022         |
| Interviews                          | Week of June 6, 2022 |
| Notice of Intent to Award           | By June 13, 2022     |
| Estimated Contract execution        | By 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 Consultant 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-Proposal Conference and Site Visit.**

**7.2.1** The Pre-Proposal Conference will be administered in person at the Corvallis campus. 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 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](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, the fee proposal 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 two-step process in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee with the top scoring firms being invited to advance to Interviews with the selection committee. The interviews will be available to finalists in a virtual or hybrid format.

Presentations/Interviews will include a **Twenty (20) minute** presentation period, immediately followed by a separate **Thirty (30) 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 Firm Background and Experience – 20 points**

Describe your firm's history. Include information identifying the firm's annual volume, financial/bonding capacity for this Project, and speak to the firm's stability in the market place. Explain relevant experience particularly with working on projects of similar scope for public entities. Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project will assist in the evaluation.

### **7.8.2 Key Personnel – 15 points**

Provide the names of the Project Manager and Superintendent that you will commit to this Project. Demonstrate their specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with the GC process and working under OSU or similar large public contracting agencies' contracting rules. Identify their length of employment with your firm and, if less than three years, recent prior firm(s), their responsibility on this Project, and their primary office locations.

### 7.8.3 Proposed Project Schedule –10 points

Prepare a proposed Project schedule that identifies milestones and duration for each proposed activity.

### 7.8.4 Workforce Diversity Plan – 10 Points

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

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

The Consultant 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 FEE PROPOSAL – 20 Points

Notwithstanding the Submission Requirements in 7.4.1 above, provide, in a *separate document*, a **FEE PROPOSAL** for the **Project** on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount. Please clearly identify the amount for Basic Services and a Reimbursable Expenses allowance. The Fee Proposal must be separate from the Evaluation Criteria outlined above and contained in a one (1) page PDF document.

Scoring will be based solely on the total maximum not-to-exceed amount.

**NOTE:** Formula for scoring Fee Points will be as follows: Lowest Fee for each of the price related items will receive full points with higher cost price related items receiving proportionally lower points according to this formula:

$$(\text{Low Fee or Fee\%} / \text{Fee or Fee\%}) \times \text{Points Available}$$

## 7.9 Point Summary Table.

| Criteria                       | Point Value |
|--------------------------------|-------------|
| Firm Background and Experience | 20 Points   |
| Key Personnel                  | 15 Points   |
| Proposed Project Schedule      | 15 Points   |
| Workforce Diversity Plan       | 10 Points   |
| Fee Proposal                   | 20 Points   |

## 7.10 Interview and Reference Checks (60 Points).

### 7.10.1 Interviews (50 Points)

Presentations/Interviews **will** be conducted to aid in determining the Apparent Successful Proposer. Information regarding the 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.

### 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/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.** 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 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. Consultant and Consultant's employees, agents, Subconsultants, if any, agree not to smoke or use tobacco products while on Owner property.

**8.6.2 Sexual Misconduct Policy.** OSU has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies Consultant and Consultant's employees, agents, and Subconsultants 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 Consultant and

Consultant's employees, agents and Subconsultants from possessing firearms on Owner's property.

**8.7 Background Checks.** All UHDS buildings are designated as critical, occupied or security-sensitive facilities. Thus, the selected Consultant shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum, and national for Consultant employees that formerly lived outside of the state of Oregon) on each Consultant employee and agent with satisfactory results before referral or placement at any Owner work location. Consultant must perform the criminal background checks within the twelve (12) months immediately preceding referral or placement at any Owner work location.

Disqualifying crimes include 1) felony convictions of any kind within the last eight (8) years, 2) all crimes involving weapons of any kind ever committed, 3) all person to person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.

Consultant shall require Consultant's employees and agents to self-disclose to Consultant any new convictions that occur within three business days of the conviction. Consultant shall reassess the individual's assignment under the Contract.

The Owner, at its discretion, may require Consultant to reassign a Consultant employee or agent to no longer perform work under the Contract or for the Owner if, at any time, Owner believes that the Consultant employee or agent may create a danger to health or safety of the university community.

Consultant is solely responsible for complying with all applicable federal, state or local laws, rule and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks are the responsibility of Consultant.

Consultant shall maintain a security log including a list of Consultant employees working in, accessing, or who will enter Owner critical, occupied or security-sensitive facilities; verification of each Consultant employee's satisfactory and unsatisfactory results of criminal background checks; each Consultant employee's site assignment; and each revocation of a Consultant employee's site assignment. Consultant shall update and maintain the security log during the duration of the contract and twenty-four (24) months after. Consultant shall provide Owner with access to the security log for audit and copying purposes within twenty-four (24) hours of Owner's request.

Consultant shall require Consultant's subconsultants and agents providing services under the Contract to comply with this provision. The Owner may audit Consultant's background check processes at any time to ensure compliance with this section. Failure of Consultant to comply with this section is a material breach of the resulting Contract and may result in the Owner seeking monetary damages or pursue other remedies, Consultant termination by the Owner without further liability or obligation, or both. Consultant shall indemnify, defend and hold harmless the Owner and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and any adverse action that may be taken as a result of such checks.

**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 – Sample Consultant Agreement

Exhibit 2 – Sample Deliverable UH– [OSU Corvallis Campus Vision](#)

Exhibit 3 – Sample Deliverable - [OSU Department of Athletics Board of Trustees master plan slide deck](#)

**END OF RFP**