



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2023-009726

HMSC STUDENT HOUSING DESIGN BUILD

ISSUE DATE: September 12, 2022

MANDATORY PRE-PROPOSAL CONFERENCE:
September 19, 2022 at 11:00 AM Pacific Time (PT)
via Zoom

RFP DUE DATE/TIME:
October 11, 2022 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: September 30, 2022 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 1967-17

CONTRACT ADMINISTRATOR:

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It is the Proposer's responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Proposal to be considered non-responsive.

OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **TWO-STEP** Request for Proposals (RFP) process to retain one (1) Design Build (“DB”) team to provide design build services in support of the Hatfield Marine Science Center (“HMSC”) Housing project near the HMSC campus in Newport, Oregon (*the “Project”*).

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 on 11:00 AM PT on September 19, 2022 via Zoom. Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 30 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

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. 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 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only two land, sea, space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

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

HMSC is OSU’s 49-acre coastal research campus that has operated in Newport, Oregon for 57 years. In addition to OSU personnel, HMSC is an oceanographic research base for six (6) state and federal agencies working in the marine sector. With its world-class facilities, research activities, academic programming, and innovative environment, HMSC has wide-reaching relationships with industry, community government, policymakers, formal and informal education networks, Non-Governmental Organizations, and partner universities.

1.3 Location. Located in Newport, Oregon, HMSC is OSU’s marine lab serving as a base for distinguished oceanographic research and education, providing academic programs and

opportunities for students in secondary and post-secondary education. The Project site is located in the Wilder development south of the main HMSC campus. The Project site consists of approximately five (5) buildable acres, however, the Project will not utilize the entire acreage.

1.4 Summary of Work. The Project will consist of design and construction of workforce style housing, primarily comprises of studio style apartments, with a small number of two-bedroom apartments and or other flexible configurations that will allow HMSC to serve the diverse needs of their customers. The Project shall also include the following:

- 1.4.1** An inventory of ADA accessible rooms; rooms with strobe alarms, lower countertops, roll in showers, light-connected door bell, door opener, dishwasher. In addition, at least one (1) ADA room must include an adjoining connecting door for caretaker necessity.
- 1.4.2** Parking, sidewalks, nature scaping and associated infrastructure.
- 1.4.3** A community gathering space; indoor and outdoor spaces to serve as a space for small events and socializing, office space for residential director, and residential support storage, mail and package delivery space.
- 1.4.4** Centralized laundry facilities
- 1.4.5** Covered bike parking
- 1.4.6** EV charging stations (Level 2)
- 1.4.7** Complex wide trash and recycling
- 1.4.8** Energy efficiencies (LEED Silver equivalent)
- 1.4.9** Design and construction appropriate for Oregon coastal climate
 - 1.4.9.1** OSU, through a purchase and sale agreement has agreed to certain design aesthetic that is consistent with the Wilder Development. The structures must be consistent with aspects of the Wilder Design Guidelines that address sustainable coastal construction principles. The exteriors should feel appropriate to a 21st century Newport – and Wilder in particular – in scale, material choices and style so that they avoid a monolithic feel or a vernacular not indigenous to the Oregon coast. Generally, façades and forms shall be broken up, a result of color blocking or articulation for “texture”. Several separate buildings as generally shown by footprints on the preliminary master plan map are preferred. Examples of student housing and other multifamily projects that are generally acceptable to Wilder developer are found at the following links:
 - a** <http://www.archdaily.com/96482/bastyr-university-student-village-collinswoerman>
 - b** <http://www.jswdarch.com/projects/multiFamily/bridgeway.html>
 - c** <http://www.aia.org/practicing/AIAB096604> “multifamily honor award”
 - d** <http://architizer.com/projects/26th-street-affordable-housing/media/105958/>
 - e** <http://www.brettschulz.com/multifamily/d16/>
 - f** <http://www.brettschulz.com/multifamily/matthewfrank/>
 - g** http://www.architectmagazine.com/awards/annual-design-review/2802-pico-housing_o
 - h** <http://www.shareable.net/blog/11-projects-that-prove-affordable-housing-can-be-beautiful> Tetris Apartments
 - i** <http://willhitedesign.com/profile/>
 - j** <http://architizer.com/blog/nursing-home-collection/media/1128228/>

k <http://samselarchitects.com/projects/ecodorm/>

1.5 Scope of Services. Design and construct the following types of spaces:

- 1.5.1 Housing - Inventory of Studio style apartments, 70+, (majority of inventory)**
 - 1.5.1.1** Approx. 275-325 sq foot per studio
 - 1.5.1.2** Must include kitchen, bathroom, and storage.
 - 1.5.1.3** Must accommodate desk for study space
 - 1.5.1.4** Configuration must be large enough to accommodate one queen bed or two twin XL bunk beds 60" high with space for resident to sit up in bed.

- 1.5.2 Inventory of two-bedroom apartments, 4-6 (minority of inventory)**
 - 1.5.2.1** Must include kitchen, bathroom, and storage.
 - 1.5.2.2** Must include dining area, living area, and two bedrooms
 - a** Bedrooms must be large enough to accommodate one queen bed or two twin XL bunk beds 60" high with space for resident to sit up in bed
 - 1.5.2.3** Assume occupancy is a family, or 4 individual students

- 1.5.3 Residence wide needs**
 - 1.5.3.1** HVAC must include cooling (as per new Oregon Renters Climate mandate)
 - 1.5.3.2** Custodial closet each floor of residence
 - 1.5.3.3** Storage on each floor for bed frame and mattress storage
 - 1.5.3.4** Accommodations for covered bike parking

- 1.5.4 Residential and common space furnishing**
 - 1.5.4.1** All apartments must be furnished with basic appliances. Owner will be responsible for all furnishing beyond appliances.
 - 1.5.4.2** Kitchen appliances: Refrigerator, Stove/Oven

- 1.5.5 Community building**
 - 1.5.5.1** Approx. 1000-2500 sf
 - 1.5.5.2** Majority of community building configured to be flexible multi-use space.
 - 1.5.5.3** Kitchen and food prep area to support catering or community meals/gatherings. Triple sink, counter space, dishwasher/sanitizer, microwave
 - 1.5.5.4** Common building restrooms
 - 1.5.5.5** Office for Manager/Residential director
 - a** Office will contain mail sorting furniture, receive package delivery for residents, and have a secure key cabinet. The office will be used by several people. Can be bullpen layout with small private/secure space for keys and personnel conversations.
 - 1.5.5.6** Covered outdoor assembly space, with wind breaks to accommodate BBQs and overflow from multi-use space.
 - 1.5.5.7** Custodial closet
 - 1.5.5.8** Storage for complex (linen supplies, recreation equipment, mattress storage)
 - 1.5.5.9** Hose bib and associated drainage for wet suit, recreational gear, research equipment, and small watercraft cleaning.

1.5.6 Laundry

1.5.6.1 Common coin-op laundry facilities located in residential area or in common building.

1.5.6.2 Utility sink in laundry room

1.5.7 Access

1.5.7.1 Keycard access for common spaces/exterior doors. Must be hardwired

1.5.7.2 Hard key access for residences

1.5.7.3 Preferred access control system: Linel

1.5.7.4 Hard key for service spaces

1.5.8 Internet

1.5.8.1 Design Builder responsible for all conduit from curbside to MDF (4")

a Fiber line already exists at curbside

1.5.8.2 Contractor Responsible for all wiring pathways interior to building

1.5.8.3 2 double connection hardwired ethernet jack boxes in each studio

1.5.8.4 OSU IT responsible for MDF/IDF, wired ethernet jacks, WiFi hardware

1.6 Budget. Estimated Contract Value is \$14,000,000.00.

1.7 Design Standards. The design of the Project must follow [OSU's Design Standards](#), including OSU's requirements for sustainable development.

1.8 Compensation. Compensation for Construction Phase Services will be based on a total "not-to-exceed" amount for services and reimbursable expenses, with "not-to-exceed" maximums. Compensation for Design Phase Services will be 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	September 12, 2022
Mandatory Pre-Proposal Conference	September 19, 2022 11:00 AM
Question Deadline	September 30, 2022 5:00 PM
Final Addendum Issuance (if necessary)	By October 5, 2022
Proposal Due Date/Time	October 11, 2022 2:00 PM

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

Estimated notification of finalists	October 19, 2022
Proprietary Meetings (and Site Visit) with Owner	Week of November 7, 2022
Presentations/Interviews	Week of November 28, 2022
Notice of Intent to Award	By December 5, 2022
Estimated Contract execution	By January 1, 2023

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 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. Attendance will be documented by OSU. Proposers who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU’s clock) or after the discussion portion of the meeting, (whichever comes first) 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 firm 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 participating in a Proprietary Discussion with the Owner, a site visit and a formal

presentation/interview with the selection committee.

7.7.1 Step 2A - Proprietary Meetings. Each finalist will have a separate 60-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 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 will be held in person at HMSC in Newport, Oregon and will include a site visit (not included in the 60-minutes stated above). A hybrid option for the Proprietary Meeting may be available to those team members unable to travel to Newport.

7.7.2 Step 2B –Presentations/Interviews. A formal Presentation/Interview with the selection committee will occur approximately three (3) weeks after the proprietary meeting. The Presentation/Interview will be held in-person, at HSMC. The Presentation/Interview will be limited to a 55-minutes per finalist, with at least 25 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 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. OSU will award an Agreement to a responsive, responsible Proposer who has earned the highest sum of points in Step 2 of the evaluation described in **Section 7.10** below.

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 marketplace. Demonstrate experience working on house development projects on the Oregon Coast, experience building for coastal weather conditions, and highlight experience working with Lincoln County and Newport planning agencies. Explain relevant experience particularly with working on projects of similar scope and delivery approach 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. Provide discussion of firm's record change orders (low or high) and accuracy of proposal bids to actual cost/delivery at job completion.

7.8.2 Key Personnel (15 Points)

Identify key personnel, including Design Build Manager (or Design Manager), Project Manager, Superintendent, and Architect, along with those subconsultants proposed to be assigned 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 Design Build 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 Innovative cost-reduction design and construction methods (15 Points)

Identify creative solutions to the development of housing that cut construction costs or project time. Provide narrative of examples of previous work that demonstrates experience with, and value of, application of such innovative methods. Demonstrate experience with LEED, Living Buildings, Net Zero Buildings or other advanced sustainable construction protocols.

7.8.4 Proposed Project Schedule (10 Points)

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

7.8.5 Proposed Site Logistics and Site Safety Plan (10 Points)

Describe your firm's approach to the management and administration of on-site construction activities for this Project. Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise, material storage, onsite offices, security, etc. Describe how you will keep construction workers, students, faculty, staff and visitors to campus safe while minimizing impact to the day-to-day operations of the campus.

7.8.6 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 DB 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 Design Phase Fee Proposal (10 Points)

Provide **DESIGN PHASE PROPOSAL** for design phase services on a lump sum amount. Clearly identify the amount for Basic Services and a Reimbursable Expenses allowance. Include a breakdown of the costs including a listing of the types of personnel participating in the work, an estimate of their hours and rates charged for their services based on the proposed scope listed in Section 1.0. Pricing shall include all design elements from initial design through Construction Administration.

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

7.8.8 Design Builder Fee Proposal (10 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.

Include breakdown of architectural fees, development fees, construction fees, general contractor fees, project management fees, general condition fees and any other fees.

7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Experience	20 Points
Key Personnel	15 Points
Innovative cost-reduction design and construction methods	15 Points
Proposed Project Schedule	10 Points
Proposed Site Logistics and Site Safety Plan	10 Points
Workforce Diversity Plan	15 Points
Design Phase Services Fee Proposal	10 Points
DB Fee Proposal	10 Points

7.10 Presentations/Interview and Reference Checks (60 Points).

7.10.1 Presentations/Interviews (50 Points)

Presentations/Interviews **will** be conducted to aid in determining the Apparent Successful Proposer. Proprietary Discussions may also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be **separate and not cumulative** from the short-listing.

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 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 Misconduct Policy. OSU has policies that prohibit sexual misconduct against

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 misconduct against 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 a Contract and subsequent issuance of a notice to proceed letter with the selected Proposer.

8.9 Reservation of OSU's Rights. In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Agreement, OSU reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- 8.9.1** Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Agreement, without incurring any obligations or liabilities.
- 8.9.2** Modify the procurement schedule.
- 8.9.3** Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal.
- 8.9.4** Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- 8.9.5** Permit corrections to data submitted with any Proposal.
- 8.9.6** Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- 8.9.7** Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- 8.9.8** Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- 8.9.9** Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to OSU.
- 8.9.10** Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- 8.9.11** Request additional information from a Proposer during the evaluation of its Proposal.
- 8.9.12** Negotiate with one or more Proposers regarding any particular or all aspects of the

Agreement as determined by OSU in its sole discretion. However, OSU does not have to negotiate with any Proposer. The successful Proposer may be required to sign the Agreement with OSU without negotiation of any terms or conditions.

9.0 EXHIBITS

Exhibit 1 – Site Map

Exhibit 2 – Sample DB Agreement

END OF RFP