



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2023-009996

### OSU-CASCADES MASTER ARCHITECT

ISSUE DATE: November 18, 2022

MANDATORY INFORMATIONAL MEETING:  
November 28, 2022 at 9:00 AM Pacific Time (PT) via  
Zoom

RFP DUE DATE/TIME:  
December 13, 2022 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: December 2, 2022 at 5:00 PM Pacific Time (PT)

#### **CONTRACT ADMINISTRATOR:**

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644 SW 13<sup>th</sup> Street  
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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 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) Master Architect (“MA”) team to provide various consulting and design services in support of the OSU Cascades Campus.

**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 MANDATORY INFORMATIONAL MEETING-** A virtual Mandatory informational meeting will be held on November 28, 2022 at 9:00 AM PT via Zoom. Firms wishing to attend shall e-mail [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) no later than 15 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

**MANDATORY SITE-VISITS** – Mandatory Site-Visits will take place during the second step of the RFP process and be offered only to finalists. Additional information about the time and date of the Mandatory Site Visits will be provided at a later date to finalists. 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 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 four 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. In 2013, the Oregon Legislature allocated the first phase of capital to build an OSU campus in Bend, offering a range of undergraduate and graduate degrees.

Oregon State University – Cascades in Bend, Oregon is located within the traditional homelands of the Wasq’u (Wasco) and Tana’nma (Warm Springs) people who legally retain customary hunting, fishing and gathering rights to the region, and who have been stewards of this land since time immemorial. Numu (Paiute) peoples were forcibly relocated to this region from the area of Lake, Harney, and Malheur counties in Oregon. Today, the living descendants of these people are a part of the Confederated Tribes of Warm Springs. It is OSU-Cascades’ intent and responsibility to work with tribes to recognize Indigenous rights in the region. Indigenous people are valued, contributing members of the Oregon State community and represent multiple sovereign tribes among students, faculty, staff and alumni.

Oregon State University accepts its responsibility for understanding the continuing impact of that history on these communities. Oregon State is committed — in the spirit of self-reflection, learning, reconciliation, and partnership — to ensure that this institution of higher learning will be of enduring

benefit, not only to the state of Oregon, but also to the people on whose ancestral lands it is now located.

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 (“**LRDP**”) 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 LRDP process 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 an energy master plan for the campus allowing each future capital project to leverage the energy study recommendations and design guidelines that will incrementally move the campus along the net zero energy path. The net zero water goal has been further studied and a subsequent water master plan has been developed as well.

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 the pumice mine and remove waste from the landfill area transforming a once blighted landscape into a college campus with parking, trails, and walk paths. In 2019 OSU started construction on Edward J. Ray Hall (“**Ray Hall**”), a 50,000 SF net-zero energy ready prototypical mass timber academic building.

In addition to academic spaces, student and middle market housing, recreation areas and student success centers, the 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 is now ready to move forward with the first phase of redevelopment that will support the innovation district. OSU-C’s concept for this work involves minimizing offsite haul of waste and import of material by reusing the soil that can be harvested from the waste. Additionally, we will harvest native soil from our site and use a common fill as we bring the bottom of the landfill back to elevation.

In preparation for this and other future work OSU is seeking a Master Architect. The MA will communicate a clear vision for the growing campus by setting standards for critical pieces of the development. Additionally, the MA will help OSU plan key aspects of the site to support future RFPs.

**1.3 Location.** OSU-C campus at 1500 SW Chandler Ave, Bend, Oregon 97702.

**1.4 Summary of Work.** The MA will support the campus in a number of short term and long-term efforts that will help shape the campus character, look, and feel. Periodically, scopes of work

will require bringing on subconsultants with specific knowledge (i.e. Mechanical, Electrical, Plumbing, Landscape, Civil etc.). OSU is seeking the MA at this time and expects the selected team to find suitable sub-consultants pursuant to each of the individual scopes of work.

## 1.5 Scope of Services

### 1.5.1 Support OSU-C with efforts including but not limited to:

**1.5.1.1** Campus Standards document that largely references the OSU (Corvallis) Design and Construction Standards with deviations specific to OSU-C for items such as:

- a. Mechanical connections to our campus heating and cooling systems.
- b. Landscape guidance that develops the high desert campus along the sustainable net-zero water plan.
- c. Standard storm water management and erosion control details.
- d. Guidance and documentation of elements that affect the campus character such as lighting approaches, interior and exterior material guidance, and color palettes recommended for different types of buildings.

**1.5.1.2** Periodic review of select design packages for compliance with the developed standards.

**1.5.1.3** LRDP updates and on-going maintenance including diagrams and content.

**1.5.1.4** City of Bend Master Plan update and re-submission

**1.5.1.5** Periodic development of campus and building renderings and documentation to support internal planning and external outreach.

**1.5.1.6** Periodic support of site programming and space management including but not limited to workshops and programming sessions with building occupants, faculty, staff, and students.

**1.5.1.7** Periodic development of bridging documents in support of future design build solicitations for future OSU-C projects. In the event the MA chooses to pursue any project for which they have developed the bridging documents, OSU will require the MA have all work product(s) for the given project completed and delivered to OSU prior to the opening date of the relevant RFP.

**1.7 Agreement Administration General Information.** Until the Agreement is amended, there is no guarantee or promise of work. After the initial amendment for a specific scope of work, the Agreement may be subsequently amended to include additional, anticipated scopes as described above. It is anticipated the Agreement will have a Term of five (5) years with the possibility of extension for up to a total of ten (10) years.

## 2.0 RFP SCHEDULE

Issue Date	November 18, 2022
<b>Mandatory Informational Meeting</b>	November 28, 2022 at 9:00 AM, via Zoom
Question Deadline	December 2, 2022, 5:00 PM PT
Final Addendum Issuance (if necessary)	By December 6, 2022
Proposal Due Date/Time	December 14, 2022, 2:00 PM PT

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

Estimated notification of finalists	December 23, 2022
Mandatory Proprietary Q&A Meeting/Site Visit	Week of January 9, 2023, OSU-C (Hybrid

option available)

On Site Presentations/Interviews

Week of February 9, 2023

Notice of Intent to Award

By, February 13, 2023

Estimated Contract execution

By March 10, 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](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 Master Architect 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 Informational Meeting and Site Visit.**

**7.2.1** The informational meeting will be administered virtually via Zoom. Proposers ***must*** contact the **Contract Administrator** to request virtual Conference access. This request must occur no later than fifteen (15) minutes prior to the meeting time, as stated in this RFP. A representative of the Proposer must attend the mandatory Pre-Submittal Conference, which will be administered virtually. Responses will not be accepted from those firms who have not had a representative attend the Mandatory Informational Meeting. Attendance will be documented by checking in with the **Contract Administrator** at the beginning of the virtual Meeting. 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

Informational Meeting. 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 response 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 the informational meeting is located on the cover sheet of this RFP.

**7.2.4** Reserved.

**7.2.5** Site Visits will be offered only to finalists as a part of Step 2. For additional information about OSU's COVID-19 Safety & Success Policy:  
<https://covid.oregonstate.edu/safety-policies>.

### **7.3 Proposal Submission.**

**7.3.1** Submit **one (1) electronic version via email** to be received by the Due Date/Time listed in this document to [bids@oregonstate.edu](mailto:bids@oregonstate.edu) as stated in this RFP. **Electronic versions must be sized appropriately for transfer (under 10 mb).**

**7.3.2** All Proposals must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Proposal received after the Due Date/Time will be rejected and will be retained and made part of OSU's archive records in accordance with OSU Standards.

### **7.4 Proposal Submission Requirements.**

**7.4.1** Your Proposal must be contained in a document not to exceed Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

**7.4.2** Your Proposal must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and must also acknowledge receipt of all addenda. ***Include an email address for communication purposes.***

**7.4.3** Any/all exceptions to the Terms and Conditions included in the Sample Contract shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

**7.4.4** The electronic Proposal should be 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 Master Architect. The Proposals received in response to this RFP (Step 1) will be evaluated by a selection committee with the top scoring firms being invited to advance to further evaluation steps (Step 2) including participation in a site visit and a formal presentation to the selection committee.



- 7.7.1 Step 2A - Proprietary Meetings.** Each finalist will have a separate 45-minute proprietary meeting with the selection committee. The intent of this meeting is for the finalists to ask the selection committee questions in order to better understand OSU-C goals and priorities as they relate to the Project. This meeting will be the only opportunity for the finalists to seek further clarification from OSU about the Project and the presentation (see Step 2B below) content. No evaluation will be made by the selection committee based on the conversations of this meeting. The meeting may be held utilizing a hybrid approach, with some members of the finalist team attending in person at OSU-C and others attending virtually. The finalist team members attending in person will be offered a site visit (not included in the 45-minutes stated above).
- 7.7.2 Step 2B – Presentations.** A formal presentation to the selection committee will occur approximately the week of February 9, 2023. The presentation will be held in-person, at OSU-C. However, a hybrid option will be accepted if requested by the finalist. The presentation will be limited to 75-minutes per finalist, with at least 15 minutes reserved for a question and answer period. The agenda will be dictated by the finalists but must include a prescribed set of topics to be provided to each finalists at the time of finalist selection.
- 7.7.3 Step 2C – Compensation Proposals.** Finalists are to provide Contract Administrator Compensation Proposals as stipulated in paragraph 7.10.2 no later than 1 week prior to the finalist presentation ("**Compensation Proposal Deadline**").

After all of the Presentations are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the Presentations. The scores for the Compensation Proposals will then be added to the totals. 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 Cover Letter (10 points)**

**7.8.1.1** Identify your firm and explain why this work interests your team.

**7.8.2 Experience with Similar Efforts (20 points)**

**7.8.2.1** Explain your team's previous experience with master planning and developing and or updating campus standards.

**7.8.2.2** Prototypical buildings are a key piece of OSU-C's development plan. Describe the value prototypical buildings can provide higher education while adjusting the building character to respond to the use and site.

**7.8.2.3** Discuss your experience with building programming, and bridging document production efforts.

**7.8.4 Approach to High Desert Small Campus Sustainable Growth (25 Points)**

**7.8.4.1** Explain your focus on practical sustainability, with specific consideration for how the high desert environment shapes your approach.

**7.8.4.2** Discuss how you would approach your work with our smaller developing campus. Explain specific ideas you have that would help the campus avoid pitfalls that other campuses have experienced as they have grown.

**7.8.5 Project Team (30 Points)**

**7.8.5.1** OSU-C is a highly collaborative place. This means something different to every firm and person. We ask that teams, before proposing, assess their readiness to work as part of this collaborative effort. Provide a list the team members proposed to support this effort. Include resumes with owner and sub-contractor references for each person. These references should be relevant to the Scope of Work listed in this RFP.

**7.8.5 Workforce and Project Diversity Plan (15 Points)** OSU not only strives for inclusivity in the workforce but also in the design process and the building outcome.

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

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

The MA will be expected to perform their Services in accordance with 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.

**7.9 Step 1 Point Summary Table.**

<b>Criteria</b>	<b>Point Value</b>
Cover Letter	10 Points
Experience with Similar Efforts	20 Points
Approach to High Desert Small Campus Sustainable Growth	25 Points
Project Team	30 Points
Workforce Diversity Plan	15 Points

## 7.10 Presentations, Compensation Proposal and Reference Checks (90 Points).

### 7.10.1 Presentations (50 Points)

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

**7.10.2 COMPENSATION PROPOSAL (30 Points)** Provide your firms Schedule of Charges to be used for the duration of the resulting Contract. Include all roles your firm offers.

**7.10.2.1 Schedule of Charges (30 Points)**. Provide a listing of the anticipated roles that may be required to perform the various services outlined in **Section 1.5** above. Also include the hourly rate for each role. OSU will use an internally developed labor model along with the Proposers Schedule of Charges data submitted as part of this RFP, to determine a sum of the Schedule of Charges to evaluate between the finalists. This labor model will only be used as a method of evaluation, it will not be incorporated into the Agreement.

**NOTE:** Formula for scoring the Compensation Proposals will be as follows: Lowest sum of hourly rate charges) will receive full points with higher sum of hourly rate charges receiving proportionally lower points according to this formula: **(Low Sum/Sum) x Points Available**

### 7.10.3 Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, **all Proposers must** provide (not just finalists) 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. Also include an owner contact for any project referenced. For all references provided, ensure the contact information is accurate and current and that reference is willing and available to discuss your firm and/or referenced project.

OSU **may** check with these references or other references associated with past work of your firm.

### 7.10.4 Step 2 Point Summary Table.

Criteria	Point Value
Presentation	50 Points
Hourly Rates	30 Points
Optional Reference Checks	10 Points

**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.**

**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 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 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:

**8.7.1** 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.

**8.7.2** Modify the procurement schedule.

**8.7.3** Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal.

**8.7.4** Suspend and terminate the procurement process or terminate evaluations of Proposals received.

**8.7.5** Permit corrections to data submitted with any Proposal.

**8.7.6** 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.

**8.7.7** Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.

**8.7.8** Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.

**8.7.9** Reject a Proposal containing exceptions, additions, qualifications, or conditions not

called for in the RFP or otherwise not acceptable to OSU.

- 8.7.10** 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.
- 8.7.11** Request additional information from a Proposer during the evaluation of its Proposal.
- 8.7.12** 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.

## **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 Services Commencement.** 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 Master Architect Agreement (to be issued via Addendum at a later date)

Exhibit 2 – [OSU-Cascades Long Range Development Plan](#)

Exhibit 3 – OSU-Cascades Campus Expansion Energy Feasibility Study

Exhibit 4 – Future Open GW Loop Network Layout

Exhibit 5 – [OSU-Cascades Sustainable Water Systems Plan](#)

Exhibit 6 – [OSU-Cascades Sustainable Water Systems Plan Appendices](#)

**END OF RFP**