



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) # 2023-010537

### Innovation District Technical and Financial Feasibility Analysis

ISSUE DATE: January 9<sup>th</sup>, 2023

**MANDATORY CONFERENCE:**

January 20<sup>th</sup>, 2023 at 10:00 AM Pacific Time (PT) via  
Zoom

**RFP DUE DATE/TIME:**

February 09, 2023 at 03:00: PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: January 27<sup>th</sup>, 2023 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2392-22

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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**

Oregon State University (“**OSU**” and/or “**Owner**”) is conducting a competitive **TWO-STEP** Request for Proposals (RFP) process to retain one firm to provide technical and financial real estate consulting services (*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 MANDATORY PRE-PROPOSAL CONFERENCE**- A virtual Mandatory Pre-Proposal Conference will be held at 10:00: AM PT on January, 20, 2023 via Zoom. Firms wishing to attend shall e-mail [constructioncontracts@oregonstate.edu](mailto: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](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.

We would like to acknowledge that the beautiful land known as Bend, Oregon, is the original homelands of the Wasco, the Warm Springs, and the Paiute people. Today, Wasco, Warm Springs, and Paiute peoples live on in this region and are recognized as The Confederated Tribes of Warm Springs. The Confederated Tribes ceded this land in the Treaty of 1855 while retaining regular and customary hunting, fishing, and gathering rights.

We thank the descendants of these Tribes for being the original stewards and protectors of these lands since time immemorial. We also acknowledge the systemic policies of genocide, relocation, and assimilation that still impact many Indigenous/Native American families today. We are honored by the collective work of many Native Nations, leaders and families who are demonstrating resilience, resistance, revitalization, healing and creativity. We are honored to be guests upon these lands.

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.

OSU-C is now moving 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 final elevation.

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.

**1.3 Location.** The Innovation District will be located on the OSU-C campus at 1500 SW Chandler Ave, Bend, Oregon 97702.

**1.4 Summary of Work.** This effort will evaluate the relative advantages of the different options for developing the innovation district and recommend the best option. Further support may be utilized for taking the recommended option to further phases of evaluation.

OSU intends to implement the Innovation District as a mixed-use development inline with the master plan zoning. OSU sees the Innovation District as an asset that complements our academic and research purposes enhancing the student and community experience while staying revenue neutral.

**1.5 Scope of Services.**

**1.5.1 Project team behavior**

OSU is seeking a team with whom we can partner to develop the ultimate solutions for this project. OSU has previously developed a Public Private Partnership (P3) evaluation process manual that outlines the steps necessary (internally) to support a P3 project. One part of the Development Evaluation Process (DEP) will be to utilize these steps to support the final development recommendations.

**1.5.2 Preliminary Project Timeline Post Contract Execution (dates are approximate)**

Contract Execution	April 6, 2023
Preliminary Input and Analysis Completion	June 30, 2023
Market Analysis Completion	August 15, 2023
Financial Analysis Completion	September 15, 2023
Evaluation Completion	October 30, 2023
Documentation Completion	December 30, 2023

**1.5.3 Project description and goals****1.5.3.1 Phase 1 - Innovation District DEP****1. Preliminary Input and Analysis**

- a. Document, in partnership with OSU, the mission, objectives, and finance criteria of the innovation district as it relates to the development options. Elements critical to consideration include:
  - i. Master plan
  - ii. Sustainability plan
  - iii. Budgetary restraints
  - iv. Debt capacity
  - v. Fiscal expectations
  - vi. Preferences for financing structures and procedures
  - vii. Previous assessments
  - viii. Key internal and external stakeholders
  - ix. Ideal programmatic mix of occupants
- b. Conduct a preliminary financial analysis using professional judgments considering various ground lease and P3 structures. Develop a preliminary estimate of the likely financial performance of the project under these structures including the preliminary project concepts that will act as a basis for further detailed market and financial analysis.
- c. Draft a summary of the projects NPV to OSU. Outline OSU's expectations and aspirations for the project.

**2. Market Analysis**

- a. Analyze local commercial and housing market statistics to gauge the off-campus marketplace by examining regional trends.
- b. Conduct interviews with rental agents and brokers active in the region to obtain their perspective on the viability of market rates of both commercial and multi-family housing proximate to campus, relative demand for commercial and multi-family housing options, commercial and multi-family housing projects in the pipeline, vacancy rates and rental rates.
- c. Conduct a Competitive Context Analysis - The purpose of the analysis is to clarify the University's current market position relative to its closest competitors and demonstrate what measures the University might take in order to strengthen its competitive standing.
- d. Analyze the absorption rate of the Bend market to understand how

quickly OSU can build out this space without negatively impacting the local market. Discuss possible ways to mitigate this concern.

### **3. Financial Analysis**

- a. Partner with OSU to develop and complete the proforma and financial alternatives forms.
- b. Develop long-term capital costs projections including soft and hard costs for total project development.
- c. Develop long-term revenue projections to project occupancy rates, future rent levels, additional income and other sources that may be identified during the analysis.
- d. Identify long-term operating costs projections by using anticipated usage/activity levels, and proposed building configurations to project building-specific operating costs.
- e. Construct a detailed financial model with a twenty-year operating pro forma, different financial structure, new construction costs, expected rental income, and supplemental income.

### **4. Evaluation**

- a. List alternative approaches to achieving the project Mission, Objectives, and goals of the Innovation District. Identify the relative advantages of the different options.
- b. Develop a project timeline for each of the major options available as an input for the DEP.
- c. Develop the resource plan for each of the options to be successful fully considering the consultants and internal time necessary during the development and procurement, design and construction, operation, maintenance, and ownership phases of the effort.
- d. Identify global and unique risks associated with each of the development options.

### **5. Documentation**

- a. Summarize phase 1 findings in report for the OSU P3 Leadership Committee
- b. Identify the highest and best use of the property with regard to the financing, funding, and delivery options available to OSU for developing the innovation district in alignment with the master plan, mission and objectives discussed.
- c. Completed risk matrix
- d. Completed stakeholder mapping
- e. Completed proforma and financial alternatives

#### **1.5.3.2 Phase 2 - Development of Solicitation Materials**

If OSU decides to proceed to solicitation in the future and is satisfied with the services provided by the awarded Proposer to date, OSU may, at its sole discretion, utilize the services of awarded Proposer for development of solicitation materials and solicitation support.

**2.0 SCHEDULE**

Issue Date	January 9th, 2023
<b>Mandatory Pre-Proposal Conference</b>	January 20th, 2023, 10:00 AM PT, Zoom
Question Deadline	January 27 <sup>th</sup> , 2023 at 5:00 PM PT
Final Addendum Issuance (if necessary)	By February 1 <sup>st</sup> , 2023
Proposal Due Date/Time	February 9 <sup>th</sup> , 2023 at 3:00 PM PT

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

Estimated notification of finalists	February 17 <sup>th</sup> , 2023
Proprietary Meetings	Week of February 20 <sup>th</sup> , 2023
Presentations/Interviews	Week of February 27 <sup>th</sup> , 2023
Notice of Intent to Award	By March 7 <sup>th</sup> , 2023
Estimated Contract execution	By April 4 <sup>th</sup> , 2023
Estimated Notice to Proceed	By April 7 <sup>th</sup> , 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 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 OR BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES**

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**

**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.

### **7.3 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.

Additionally, be sure to include a completed copy of **Exhibit 2-Hourly Rates**.

- This is requested because OSU may elect to utilize your firm for additional services as noted in Section 1.5.3.2
- Exhibit 2 will not count toward your page total.

**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 must 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 will 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 will 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 further evaluation steps including virtual Proprietary Discussions and Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Thirty (30) minute** presentation period, immediately followed by a separate **Thirty (30) minute** Q&A session, for a total time of **Sixty (60) minutes**.

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 Cover Letter (5 points)**

Describe your firm or team and your background in providing this type of investigation and analysis support for owners.

### **7.8.2 Experience with Similar Studies (15 points)**

Provide a brief description of your firm's history helping public institutions creatively develop similar projects. Explain the process you followed and the outcome that you recommended to the owner. Discuss examples where your team found a P3 was NOT recommended and what factored into that outcome.

### **7.8.3 Key Personnel (20 Points)**

OSU believes relationships are a key aspect of project delivery and is seeking to understand how this team (the specific key people proposed) has successfully delivered similar projects in the past.

**7.8.3.1** Provide an organizational chart for this project identifying any roles you feel are critical to delivering this investigation and analysis successfully. For each of those individuals identify their previous experience in those roles and projects where the different personnel have previously worked together.

**7.8.3.2** Provide resumes, **along with three references**, for all key personnel. (Resumes will not be counted in page count).

**7.8.4 Project Execution Plan (20 Points)**

**7.8.4.1** Describe your approach to this work. How will you setup the internal, regional, and national data gathering processes? How will you support OSU in understanding the implications of the complex choices ahead of us? How will you ensure that the workbooks and analysis created will be something that continues to help OSU well after the contract and investigation has wrapped up?

**7.8.4.2** What steps would you add, remove, or adjust to the process we have listed in this RFP? Why would you make those changes and how would they help OSU achieve our goals?

**7.8.5 Workforce Diversity Plan (15 Points)**

**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.

**7.8.5.1** 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.

**7.8.6 Fee PROPOSAL (20 Points)**

Provide your firms Fee Proposal for the Scope of Work described in 1.5.3.1 on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount.

- Be sure to itemize costs for each Phase and provide 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
- Include a cost breakdown with all planned expenses and provide the total cost as a single line item.

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**

## 7.9 Point Summary Table.

Criteria	Point Value
Cover Letter	5 Points
Experience with Similar Studies	15 Points
Key Personnel	20 Points
Project Execution Plan	20 Points
Workforce Diversity Plan	15 Points
Fee Proposal	20 Points
<b>Total</b>	<b>95 Points</b>

## 7.10 Presentations/Interview and Reference Checks (50-60 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 Reference Checks (10 Points) [Optional for OSU]

In addition to responding to the evaluation criteria above, **you must provide** the names, 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 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.**

**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 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.

**9.0 EXHIBITS**

Exhibit 1- Sample Consulting Agreement

Exhibit 2- Hourly Rates

Exhibit 3- OSU-Cascades KPMG Report

Exhibit 4- Long Range Development Plan: [https://osucascades.edu/sites/osucascades.edu/files/osucascades\\_lrdp\\_report.pdf](https://osucascades.edu/sites/osucascades.edu/files/osucascades_lrdp_report.pdf)

Exhibit 5- DRAFT P3 Manual. Note that this document has not been finalized and is subject to change. Any documents or resources referenced in this document may be provided at a later date, if available.

**END OF RFP**