



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2023-010805

OSU-CASCADES INNOVATION DISTRICT REMEDIATION PHASE 1 DESIGN BUILD RE-SOLICIT

ISSUE DATE: February 14, 2023

MANDATORY INFORMATIONAL MEETING:
February 21, 2023 at 2:30 PM Pacific Time (PT) via
Zoom

RFP DUE DATE/TIME:
March 16, 2023 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: March 6, 2023 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2392-22

CONTRACT ADMINISTRATOR:

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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 **ONE-STEP** Request for Proposals (RFP) process to retain one (1) Civil Construction Design Build (“DB”) team for the OSU Cascades Innovation District Remediation Phase 1 (*the “Project” or “IDR1”*).

The terms “Design-Build Contractor” and “Design-Build” team may be used interchangeably and are generally defined as the proposing firm with whom OSU may contract with to provide professional design, management and construction services to design and remediate the Project.

All firms that are submitting a response to this RFP, either through a Joint Venture, a Joint Collaborative Proposal, others, etc., must submit a single response. OSU will only enter into an Agreement with ONE (1) firm.

OSU WILL ONLY BE ACCEPTING SEALED PROPOSALS ELECTRONICALLY - Proposals are to be submitted to bids@oregonstate.edu by the Due Date/Time.

VIRTUAL MANDATORY INFORMATIONAL MEETING- A virtual Mandatory informational meeting will be held on February 21, 2023 at 2:30 PM PT via Zoom. Firms wishing to attend shall e-mail 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.

SITE-VISITS –Site-Visits will take place in conjunction with Interviews, if held.

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. 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 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. In April 2018, after significant planning and remediation/redevelopment investigations, OSU 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 reuse, and material recycling. 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.

The area in which the first phase of redevelopment will occur contains waste from the landfill. The area is owned by OSU but the landfill is “operated” as closed by Deschutes County Solid Waste under a solid waste disposal permit issued by the Oregon Department of Environmental Quality (DEQ). That permit authorizes OSU to redevelop the area consistent with and pursuant to a separate agreement with DEQ contained in the 2018 Consent Judgement Prospective Purchaser Agreement

(**Exhibit 2**) that OSU negotiated with DEQ. The Consent Judgement outlines the general requirements for remediation as approved by the DEQ. The pumice mine has been reclaimed pursuant to DOGAMI requirements but the operating permit for the pumice mine is still in place.

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

1.4 Summary of Work. The services will consist of civil design, survey, contamination abatement, pyrolysis specialist, and geotechnical design, led by a civil construction services general contractor. Together this team will remediate the first phase of the innovation district while further developing other areas of the campus and finally build out roadways, utilities, and other infrastructure to support the development of the site.

1.4.1 During the Preliminary Services phase the DB team will collaborate with the owner and environmental consultant team to survey the site and further develop the documentation for and overall approach to the Project. This work will include but is not limited to further developing the required DEQ work plans, how we will handle the high temperature waste known to be present and Eastern near vertical wall that will be exposed, site laydown work areas, mass excavation and haul routes in the different areas. We will also plan the approach to the City of Bend permitting process and design of all the infrastructure that will be built. We will do all of this while constantly evaluating the cost of the Project to make sure our plan leads to success. In summary the Preliminary Service phase is all the design, estimating, and planning work of the Project. Any jobsite specific safety training (HAZWOPR, etc.) for crews should also occur during this phase in preparation for the upcoming construction work.

1.5 Scope of Services.

1.5.1 Project team behavior

1.5.1.1 The OSU approach to construction involves intense collaboration and we request that Proposers assess their readiness for this level of cooperation. The Successful Proposer will need to commit to working with OSU and our supporting consultants to achieve optimum results given the budget and constraints. Missing or overlooking minimum Project requirements, exceeding the budget or late delivery are not options; we, as a team, will succeed.

1.5.1.2 OSU is seeking a team with whom we can partner to develop the ultimate solutions for this Project. The combination of DB team (inclusive of design professional, consultants and contractor) ideas with early trade partner input is a powerful tool in project delivery and we intend to incorporate all the value we can from these creative groups. OSU has selected an environmental consultant, Maul Foster & Alongi (MFA) out of Portland, Oregon. It is OSU's intent that MFA will provide all environmental consulting and monitoring support for the Project. Additional details about MFA's scope of work with OSU can be found in Exhibit 14. Additionally, OSU will utilize the services of a geo-technical sub consultant to provide observation services of the work being completed.

1.5.2 Preliminary Project timeline (dates are approximate and subject to change)

Contract Execution	May 13, 2023
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Preliminary Evaluation of Project Criteria	June 5, 2023
Preliminary DEQ Report Approval	June 5, 2023
Begin Construction Phase Services	July 6, 2023
Substantial Completion	December, 2024
Final Completion	March, 2025

1.5.3 Project description and goals are generally described below:

1.5.3.1 The Project will involve execution of the following activities pursuant to the “Contamination Management Documents” as outlined in the Agreement:

- (a) Excavation of waste and unconsolidated fill from the Deschutes County Construction and Demolition Landfill IDR Phase 1 Remediation area down to uncontaminated native soil.
- (b) Sorting of excavated waste using a trommel or other mutually agreed adequate device to separate the Screened Waste¹ from the Reclaimed Soil² while minimizing the organic content of the Reclaimed Soil.
- (c) Excavation from the west side of the OSU-C Campus Common Fill Borrow Area down to the elevations in the Master Plan gathering enough Common Fill³ material to bring the bottom of the IDR Phase 1 Remediation⁴ area back up to Master Plan elevation.
- (d) Excavation of cover soil from Landfill Area 3 to be stockpiled for reuse as cover soil and/or mixed with the Reclaimed Soil.
- (e) Moisture conditioning and compacted placement of Reclaimed Soil in the bottom of the pumice mine to bring this area up to the elevation of the Master Plan.
- (f) Compacted placement of Screened Waste in Cell 3 to meet Master Plan elevations, completing with compacted cover soil cap to meet requirements in Contamination Management Documents (e.g., as required in **Exhibit 2**).
- (g) Moisture conditioning and compacted placement of Common Fill to bring the bottom of the IDR Phase 1 Remediation area back up to Master Plan elevation.
- (h) Design, permitting, and construction of the roads, and utilities for 15th street and Innovation Way to connect to the OSU-C Campus infrastructure.
 - (i) Utilities and infrastructure will include but are not limited to: Reclaimed water, domestic water, natural gas, power, data, low temp hot water and cooling water lines, condenser line, ground water lines, sewer and supporting pump station, storm water facilities and conveyance.
 - (i) Possible design and construction of a roundabout at the corner of Century and Innovation Way. This “mini-roundabout” would be turned over to the City of Bend at the end of the Project.

1.6 Budget. The design and construction budget for the Project is currently estimated to be \$24,000,000. This budget includes all civil, site and geotechnical design and construction costs including materials and labor costs, escalation, the Design Builder fee, general conditions costs,

¹ As referred to in the Exhibit 5

² As referred to in the Exhibit 5

³ As referred to in the Exhibit 5

⁴ As referred to in the Exhibit 5

reimbursable expenses, payment and performance bonds and the Design Builder contingency.

1.7 Design Standards. The design of the Project must follow [OSU's Design Standards](#) and City of Bend requirements.

1.8 Compensation. Compensation will be based on the following components:

1.8.1 Preliminary Services Proposal (lump sum proposal) is required to be inclusive of the following:

1.8.1.1 All design phase services fees;

1.8.1.2 All professional services fees;

1.8.1.3 All constructability review and non-construction related management fees;

1.8.1.4 Reimbursable Expenses of DB and all consultants;

1.8.2 Early Work Amendments

1.8.2.1 Early work amendments may be used for field work as necessary in accordance with the Contract;

1.8.3 Guaranteed Maximum Price ("GMP"). A GMP for the Cost of Work, General Conditions and Design Builder Fee will be Compensated pursuant to the Contract.

1.8.3.1 The projected Cost of Work must be mutually agreed upon and developed by both the DB and OSU's independent cost estimator;

1.8.3.2 General Conditions costs will be pursuant to the requirements of the Contract and will include the management hourly rates submitted as part of this RFP;

1.8.3.3 The Design Build Fee must be a lump sum amount submitted as part of this RFP⁵.

1.9 Design Build Methodology. OSU intends for the initial contract to include preliminary services, as described above, with construction services being added via a Pricing Amendment for Early Work and/or a GMP Amendment.

1.10 Federal Funding. OSU is pursuing financing and/or funding avenues through Business Oregon Brownfields Programs⁶ including a potential grant and/or loan from the US Environmental Protection Agency Brownfield Clean Up Program⁷. In optimistic anticipation of these financing options being awarded to OSU, OSU is choosing to follow the appropriate procurement standards associated with federally funded projects, including Uniform Guidance and Build America, Buy America (BABA). **Section 8.9** below contains the required federal funding flow down provisions.

2.0 RFP SCHEDULE

Issue Date	February 14, 2023
Mandatory Informational Meeting	February 21, 2023 at 2:30 PM, via Zoom
Question Deadline	March 3, 2023, 5:00 PM PT
Final Addendum Issuance (if necessary)	By March 9, 2023
Proposal Due Date/Time	March 16, 2023, 2:00 PM PT

⁵ Without limiting OSU's right to negotiate other aspects of the contract, the Design Build Fee is subject to negotiation with Owner

⁶ <https://www.oregon.gov/biz/programs/Brownfields/Pages/default.aspx>

⁷ <https://www.epa.gov/brownfields/brownfields-cleanup-grants>

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

On Site Interviews (if applicable)	Week of April 3, 2023
Notice of Intent to Award	By April 12, 2023
Estimated Contract execution	By May 13, 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.

3.4.2 Prospective Proposers may submit a written appeal of anything contained in this RFP,

including but not limited to, the RFP process, scope of work, and the terms and conditions of the Agreement. It is the responsibility of the Proposer to inquire about, comment on or clarify any specification, requirement, provision or feature of this RFP that the Proposer disagrees with, does not understand or finds ambiguous, unclear, unfair or likely to limit competition, within the timeframe set forth herein.

- 3.4.2.1** The purpose of this appeal/request for clarification or change procedure is to permit OSU time to correct, prior to the submission of Proposals, aspects of this RFP or its procedures that may be improvident, be unlawful or unnecessarily restrict competition. This requirement is intended to eliminate, by permitting corrections prior to the submission of Proposals, the waste of resources and delay that may result from the untimely detection of errors in the RFP, possible appeals and possible rejection of Proposals. OSU will consider each appeal or request, will amend the RFP accordingly if warranted and will notify in writing each prospective Proposer of any change. At its discretion, OSU may extend the Proposal Due Date/Time if OSU determines an extension is necessary to consider the appeal or request for clarification or change and to issue an addendum, if any, to this RFP.
- 3.4.2.2** This is a prospective Proposer's only opportunity to appeal the provisions of the RFP, except for appeals of Addenda.
- 3.4.2.3** Appeals to Addenda: A Prospective Proposer may submit a written appeal of anything contained in the respective Addendum. Appeals of matters not added or modified by the respective Addendum will not be considered.
- 3.4.2.4** Appeals must:
- a) Be delivered via email or hand delivered to the Construction Contract Manager, at the address given in this RFP.
 - b) Reference the RFP name and number.
 - c) Identify prospective Proposers name and contact information.
 - d) Be sent by an authorized representative.
 - e) State the legal and factual reason(s) for the appeal, including but not limited to: the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and evidence or documentation that supports the grounds on which the appeal is based.
 - f) Include a brief written description of the resulting prejudice to the Proposer.
 - g) State the proposed changes to the RFP provisions or other relief sought.
 - h) Appeals to the RFP must be received by the Question Deadline identified in the RFP Schedule in **Section 2** above.
 - i) Appeals to Addenda must be received by the due date identified in the respective Addendum.
 - j) OSU will respond timely to all appeals submitted by the Question Deadline listed in the RFP Schedule in **Section 2**. Appeals that are not received timely or do not include the required information will not be considered.

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 (“**Sample Agreement**” or the “**Agreement**”) is included as **Exhibit 7** 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 PREVAILING WAGES

6.1 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.

6.2 This Project may be, at least, partially funded with federal funding from the US Environmental Protection Agency. As such, the requirements of the Davis Bacon Act apply to this Project.

6.2.1 Contractors and subcontractors shall comply with the provisions of United States Code 3141 subchapter IV related to Rate of Wages for Laborers and Mechanics. As required by the Davis-Bacon Act, a copy of the prevailing wage rate decision is attached. See **Exhibit 8** - General Decision Number: OR20230055. This General Decision is subject to change pursuant to 29 CFR § 1.6(c)(2)(i)(A) and 29 CFR § 1.6 (c)(3)(iv), respectively.

6.2.2 Owner may review all subcontracts entered into by Design Builder to confirm conformity with Davis Bacon prevailing wage requirements.

6.3 In compliance with ORS 279C.830(1)(b), the Contractor shall pay workers not less

than the higher of the applicable state or federal rates.

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.

The Proposer must attend the Mandatory Informational Meeting. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Informational Meeting. Attendance will be documented by OSU with Proposers 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. 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 the Mandatory Informational Meeting is located on the cover sheet of this RFP.

7.2.4 Reserved.

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, project schedule, 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 Reserved.

7.4.4 Reserved.

7.4.5 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.

7.4.6 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.

7.4.7 Note that throughout this procurement process, OSU will not accept Proposals that require OSU to pay the cost of production or delivery.

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

7.4.9 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 Proposals received in response to this RFP will be evaluated by a selection committee.

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

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

7.8.1 Cover Letter (5 points)

7.8.1.1 Identify the DB team and the nature of any joint venture or association arrangements. The letter may also contain supplemental information the DB team would like to include.

7.8.1.2 Explain why your firms decided to join together for the Project; where your values overlap and why the Project interests your team.

7.8.2 Experience with Similar Projects and Delivery Method (10 points)

7.8.2.1 Provide your team's previous experience with landfill and environmental remediation projects. Expand on the features and challenges of those projects and explain the lessons you learned that you feel will maximize success on this Project.

7.8.2.2 Provide a brief description of each of your firm's history with Progressive Design Build contracting and/or collaborative project delivery. Previous experience is not required but is desirable. Provide any projects where your firms worked together; include details about the approach that was taken regarding the level of collaboration and integration of the teams. Provide background of the project and hurdles that were encountered, how they were overcome and how the collaboration of the team supported the project goals, budget and schedule.

7.8.3 Design Build Plan and Key Personnel (20 Points) OSU believes relationships are a key aspect of collaborative project delivery and is seeking to understand how this team (the specific key people proposed) has successfully delivered similar highly integrated projects in the past.

7.8.3.1 Provide an organizational chart for this Project identifying at minimum the Pre-Construction Manager, Project Estimator, Project Manager, Superintendent, Key Design Roles, Health and Safety Manager, Pyrolysis Specialist⁸, and any other roles you feel are critical to delivering this Project successfully. For each of those individuals identify their previous experience in those roles, their experience on collaborative projects and projects where the different personnel have previously worked together. For the design team, describe any experience they have working with the City of Bend.

7.8.3.2 Provide resumes (with three references each) for all of the key personnel. (Resumes will not be counted in page count)

7.8.3.4 A highly cohesive team built on trust increases the speed of decision making, identifies and reduces risk more effectively and increases value and realization of project goals; what specific actions would you take to increase the comfort level of the project execution team, including the supporting subcontractors and sub-consultants? How do you propose to transform a disparate set of people into a high performing team that is comfortable having difficult conversations that reduce risk and maximize value?

7.8.4 Project Execution Plan (20 Points)

7.8.4.1 Describe your approach to buying out and/or executing this Project. Will you largely self-perform this Project or do you plan to break the Project into biddable packages? Explain why your choice, (largely self-performing or bidding the Project out to subcontractors) is the right choice for the Project and the value it brings to the Project.

7.8.4.2 Provide a proposed work plan and schedule for accomplishing the Project that is achievable by your firm's staffing and equipment availability.

7.8.4.3 This Project includes a number of high-risk aspects including but not limited to the unknown nature of any un-authorized waste (UAW), asbestos containing materials (ACM), high temperature waste, and the high wall that will be exposed by the excavation on the far east portion of the landfill. Describe your plan for mitigating each of these risks, specifically, illustrate how your plan fits into the schedule and budget.

7.8.5 Workforce and Project 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.

7.8.5.2 Provide a narrative description of your current workforce diversity

⁸ Pyrolysis Specialist will be required for Project, however, due to limited number of qualified individuals, filling this role may be completed after contract execution.

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.

7.8.6 Interviews (No additional points allocated)

Interviews may be conducted to aid in determining the Apparent Successful Proposer. Interview topics will be based on the criteria in this Section 7.8.

7.8.7 COMPENSATION PROPOSAL (20 Points) Provide the following compensation proposals *submitted in a separate document* from the remainder of the RFP Response. Do not include the Compensation Proposals in the same document as the responses to the evaluation criteria 7.8.1 through 7.8.5 above. The Compensation Proposal must include the following elements:

7.8.7.1 Preliminary Services Proposal (10 Points). Provide a lump sum Preliminary Services proposal for all design phase services including, but not limited to the services described in **Section 1.4** and **1.5** above. Provide lump sum proposal using **Exhibit 6a**.

7.8.7.2 Lump Sum Design Builder Fee⁹ (10 Points). Provide your team's **Design Builder Fee** as a lump sum amount based on the budget provided in **Section 1.6**. This fee must 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. Provide lump sum Design Builder Fee using **Exhibit 6a**.

7.8.7.3 Hourly Rates Labor (0 Points). Complete **Exhibit 6b** – Hourly Rate Worksheet with the anticipated roles that will be required for completion of the Project and the hourly rates associated with each role based on the proposed scope listed in **Section 1.0** and **Exhibit 6b**. Hourly Rates must not contain any profit and/or overhead costs.

7.8.7.4 Domestic Preference Submittal. Pursuant to the federal funding described in **Section 1.10** above, preference points will be provided to Proposers for the inclusion of materials produced in the United States. Provide completed Domestic Preference Submittal form (**Exhibit 9**).

⁹ Subject to negotiation with Owner

NOTE: Formula for scoring the Compensation Proposals will be as follows: The Proposers will earn price scores based upon the percentage difference between their respective Fee (“Fee”) and the Lowest Fee (“Low Fee”) in accordance with the following formula: **$10 - ((\text{Fee} - \text{Low Fee}) / \text{Low Fee}) \times 10$** plus any Domestic Preference points (rounded to the nearest quarter fraction). However, no Proposer will earn less than zero points. In other words, if the formula results in a negative number, the Proposer will receive zero points.

7.8.8 References (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. 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. The point allocation for references will only be assessed if OSU chooses to perform reference checks.

The DB team will be expected to 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.

7.9 Point Summary Table.

Criteria	Point Value
Cover Letter	5 Points
Experience with Similar Projects and Delivery Method	10 Points
Design Build Plan and Key Personnel	20 Points
Project Execution Plan	20 Points
Workforce Diversity Plan	15 Points
Compensation Proposal	20 Points
References (if applicable)	10 Points

7.10 Reserved.

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.

7.12.2 Due to the potential for federal funding as described in **Section 1.10** above, Uniform Guidance requires profit and overhead to be negotiated separately. As part of the compensation proposal required by **Section 7.8.2** above, Proposers are required to provide their design builder fee to be scored. OSU reserves the right to further negotiate the design build fee with the selected Proposer after the Notice of Intent to Award is posted.

7.12.3 If OSU and the Apparent Successful Proposer are unable to reach agreement, 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 the successful proposer 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 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 Work/Services Commencement. Work/Services shall not commence until execution of a Contract and subsequent issuance of a notice to proceed letter with the selected Proposer.

8.9 Federal Funding Flow Down Requirements.

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

8.9.2 Compliance with the *Davis Bacon Act*, ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

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

8.9.4 Compliance with *Contract Work Hours and Safety Standards Act* ([40 U.S.C. 3701-3708](#)), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). The Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8.9.5 Compliance with the *Rights to Inventions Made Under a Contract or Agreement*,

Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

8.9.9 Compliance with Domestic Preference requirements (2 CFR 200.322).

9.0 EXHIBITS

All Exhibits can be found [here](#).

Exhibit 1 – Purchase and Sale Agreement

Exhibit 2 – Consent Judgement

Exhibit 3 – Historical Site Aerial Images

Exhibit 4 – OSU-C Site Plan Utilities Layout

Exhibit 5 – OSU-C Site Reclamation and Remediation Phase 1 Completion Report, Maul Foster Alongi, dated July 31, 2022

Exhibit 6a – Proposal Form

Exhibit 6b – Hourly Rate Worksheet

Exhibit 7 – Sample DB Agreement

Exhibit 8 – General Decision Number: OR20230055

Exhibit 9 – Domestic Preference Form

Exhibit 10 – IDR1 Drawings

Exhibit 11 – Previous Plans and Current Site Conditions

Exhibit 12 – 30% Design Report

Exhibit 13 – Draft Remediation Performance Specifications

Exhibit 14 – Maul Foster Alongi (MFA) Scope, Authorities and Responsibilities

Exhibit 15 – Pyrolysis Specialist Scope of Work (hired by MFA)

Exhibit 16 – Subsurface Condition Assessment

END OF RFP