



# Oregon State University

## COMPREHENSIVE RESERVE REQUEST FOR PROPOSAL (RFP) #2024-013812

### MAGURUDER HALL MID-LIFE RENEWAL STUDY

ISSUE DATE: DECEMBER 6, 2023

MANDATORY PRE-PROPOSAL CONFERENCE:  
DECEMBER 11, 2023 at 2:30PM Pacific Time (PT) via  
Zoom

RFP DUE DATE/TIME:  
JANUARY 11, 2024 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: JANUARY 4, 2024 at 12:00PM Pacific Time (PT)

PROJECT NUMBER: 2488-24C

**CONTRACT ADMINISTRATOR:**

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

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

**APPEALS:**

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

Email: [hanna.emerson@oregonstate.edu](mailto:hanna.emerson@oregonstate.edu)

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

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

## **1.0 INTRODUCTION**

**1.1** Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE OR TWO-STEP** Comprehensive Reserve Request for Proposals (RFP) process to retain ONE (1) Consultant team to provide professional services for the Magruder Hall Mid-Life Renewal Study (*the “Project”*).

**OSU has completed a detailed building systems assessment of Magruder Hall. This assessment has been completed internally with the assistance of facilities and user input. This study will have the goal of more thoroughly developing specific portions of the scope of work proposed in the OSU assessment. This approach to project delivery and initiation is unique and this is the first trial of this approach for mid-life renewal projects. With this approach we are hoping industry participation is ready for the variation. OSU is hoping for a successful competitive solicitation that will involve both new and existing OSU industry partners. OSU’s goal is that the scope of work for this study is clearly defined and can provide a clear comparison on pricing components.**

OSU is seeking proposals only from firms accepted into OSU’s 2019-2023 Professional Consultant Reserve Contracting Program.

**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 2:30 PM on December 11, 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.

**NON-MANDATORY SITE-VISIT** – A Non-Mandatory Site-Visits shall take place at 2:00 PM PT on December 20, 2023, with attendees meeting at the front entrance to Magruder Hall (700 SW 30<sup>th</sup> Street, Corvallis, OR 97331). Parking and building location information can be found at [www.oregonstate.edu](http://www.oregonstate.edu).

All questions shall be submitted via e-mail to [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) by the Question Deadline in order to be addressed. The email subject line should contain the Solicitation Number/Name and Firm Name.

**1.2 Background.** Oregon State University in Corvallis, Oregon is located within the traditional homelands of the Mary’s River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon (<https://www.grandronde.org>) and the Confederated Tribes of the Siletz Indians (<https://ctsi.nsn.us>).

Founded in 1868 as Oregon’s land grant institution, OSU serves the state, the nation and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only two land, sea, space and sun grant universities in the U.S. and is the only

university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

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

**1.3 Location.** 700 SW 30<sup>th</sup> Street, Corvallis, OR 97331. Magruder Hall, home to OSU's Carlson College of Veterinary Medicine, was built in 1979. In 2004, the Small Animal Hospital Addition was completed, which added a two-story hospital wing. College of Veterinary Medicine, which in addition to educating future veterinarians provides assistance to current practitioners, animal owners and the public through a diagnostic laboratory, a teaching hospital and extension programs. It also features a 30,000 square-foot small-animal hospital. This building is named for state representative Richard B. Magruder, who was instrumental with getting the college established and securing the funding for the building.

**1.4 Summary of Work.** This study will have the goal of thoroughly developing the scope of work outlined and will include review of the items discussed in the detailed Building Systems Assessment of Magruder Hall (Exhibit 1). Additional items may be recommended to be added to the study review, by the study team, at the approval of OSU. The study shall review solutions proposed and develop additional options and guidance where stated. The goal of this project is to bring all major building systems and components at Magruder Hall to a minimum 15-year increased life expectancy. Magruder Hall is a 24/7 operational veterinary clinic and critical care facility. This facility will maintain operations throughout the study and construction. Consideration of proposed solutions and guidance shall be provided with the understanding of the current building operations. Proposers are encouraged to consider constructability given these circumstances.

**1.5 Scope of Services.** Terms described herein shall be defined as provided for below:

Review- Provide a detailed review of current conditions, provide outside information to facilitate understanding, and provide technical expertise on the subject matter. Review should be written out in multiple paragraphs with associated photos, layouts and links to external sources.

Identify - Provide a specific list of items with a detailed description and lists of pros and cons and important factors of consideration.

Propose options- Outline multiple options, listing procs and con. Provide a more thorough understanding of each option than the identify definition. Provide your firms final recommendation.

Complete Design- all phases of design and standard reviews, in accordance with OSU Design and Construction standards.

The overall scope of the study shall consider these item: Replace remaining original 1979 roof and associated mechanical, building controls programing and removal of pneumatic controls, original 1979 air handler equipment renewal and replacement, Chiller 1 and 2 replacement, Renewal of heating and cooling hydronics, review cooling for large animal clinic, trouble shoot electrical breaker issues, replace lighting control panel, incorporation of solar, elevator renewals, fire alarm replacement of original 1979 parts and smarts. Assessment of hot water return loop. Review of

steam turbine incorporation.

This scope does not include the Magruder Lecture Hall, this is a new building with no or limited connected systems.

Add Alternate 1 for the Reverse Osmosis (RO) water system, price shall be separate from the main proposal.

Add Alternate 2 for the Room 0118A, 0122 Additional Cooling, price shall be separate from the main proposal.

The study will be conducted in two parts. The first part will be to address the items identified in the OSU detailed Building Systems Assessment. The first part of the study will then be reviewed by project stakeholders and a response will be issued by OSU. The second part will reply to the responses and comments from OSU and complete any other services identified in the Building Systems Assessment.

The study is to include a detailed Cost Opinion for **all work** outlined in the OSU detailed Building Systems Assessment. The cost opinion will be completed with the second part of the study.

#### KICK-OFF MEETING

Following release of the Notice Proceed, the selected Consultant must convene a project kick-off meeting. The agenda for the meeting must include a review of the contract administration requirements, the confirmation of the project scope of work, the approval of a project schedule, and a review of the project delivery process. *Deliverables: Meeting agenda, team meeting summary, project scoping document, project schedule.*

#### 1.6 RESERVED

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

#### **2.0 SCHEDULE**

Issue Date	December 6, 2023
<b>Mandatory Pre-Proposal Conference</b>	<b>December 11, 2023 at 2:30 PM via Zoom</b>
<b>Non-Mandatory Site Visit</b>	<b>December 20, 2023 at 2:00 PM PT</b>
Question Deadline	January 4, 2024 at 12:00 PM PT
Final Addendum Issuance (if necessary)	By January 8, 2024
Proposal Due Date/Time	January 11, 2024 at 2:00 PM PT

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

Estimated notification of finalists (If Applicable)	By January 17, 2024
Presentations/Interviews (If applicable)	Week of January 22, 2024
Notice of Intent to Award	By January 26, 2024
Estimated Contract Execution	By February 9, 2024
Estimated Notice to Proceed – Part 1	By February 9, 2024

Part 1 Study Due Date	By June 30, 2024
OSU Part 1 Study Review Complete	By July 31, 2024
Part 2 Study Due Date	By October 15, 2024
Design Team Solicitation	November 2024
Design Team Award	January 2025
Contractor Team Solicitation	February 2025
Contractor Team Award	March 2025
Contractor GMP	December 2025
Construction	March 2026 – March 2027

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 Reserve Contract Supplement is included as an exhibit and contains contract terms and conditions applicable to the work. The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

#### **6.0 RESERVED**

#### **7.0 INSTRUCTIONS TO OFFERORS**

**7.1 Summary of Work.** The Work contemplated in this document shall be for OSU in connection with the Project described in Section **1.0** of this document.

**7.2 Pre-Proposal Conference and Site Visit.**

**7.2.1** The Pre-Proposal Conference will be administered 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 OSU.

Proposers who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documented and will have their Proposal rejected **if submitted.**

**7.2.2** No statement made by any officer, agent, or employee of OSU in relation to the physical conditions pertaining to the Work site will be binding on OSU, unless included in writing in the documents included as exhibits to this RFP or an Addendum.

**7.2.3** Date and Time of a Pre-Proposal Conference is located on the cover sheet of this RFP.

**7.2.4 RESERVED**

### **7.3 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 RESERVED**

**7.4.4** The electronic Proposal should be **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches** with no fold-outs (except for any large

format documents required by evaluation criteria). The basic text information of the Proposal should be presented in standard business font size, and reasonable margins.

**7.4.5** OSU may reject any Proposal not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all Proposals upon a finding by OSU that it is in the public interest to do so.

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

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

**7.4.8** Each Proposal shall be emailed to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). Proposals must be received by the date/time and in the format specified herein. The email line should contain the Solicitation Number/Name and Firm Name. Only those Proposals received at this email address by the Proposal Due Date/Time shall be considered responsive. Proposals submitted directly to the **Contract Administrator** will NOT be considered responsive. It is highly recommended that the Proposer confirms receipt of the email with the **Contract Administrator or designee**. The **Contract Administrator** or designee may open the email to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall responsiveness of the Proposal.

## **7.5 Acceptance or Rejection of Solicitation Responses by OSU.**

**7.5.1** The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by OSU.

**7.5.2** OSU reserves the right to reject any or all Proposals and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.

## **7.6 Withdrawal of Solicitation Response.**

**7.6.1** At any time prior to the Due Date/Time, a Proposer may withdraw its Proposal in accordance with OSU Standards. This will not preclude the submission of another Proposal by such Proposer prior to the Due Date/Time.

**7.6.2** After the Due Date/Time, Proposers are prohibited from withdrawing their Proposal, except as provided by OSU Standards.

## **7.7 Evaluation Process.**

The written response to this RFP is the first in a **potential** 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.



If applicable, Presentations/Interviews will include a **20-25 minute** presentation period, immediately followed by a separate **20-25 minute** Q&A session.

After all of the Presentations/Interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the Presentations/Interviews. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Proposers submitting responsive proposals or all Proposers in the competitive threshold.

Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

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

**7.8.1 Firm Background and Experience on Similar Projects (30 points)**

Describe your firm's history. Explain relevant experience particularly with working on projects of similar scope for public entities. Provide detailed experience working and conducting consultant efforts in fully occupied facilities. Provide detailed experience working in critical medical facilities and how they relate to Magruder Hall. Identify three project examples that are relevant to similar scope and value as Magruder Hall. Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project will assist in the evaluation.

In addition, describe your experience with comparing different methods of heating and cooling, comparing Direct Expansion (DX) to chilled water and steam to varying heating water temperatures. Explain how these experiences will help with this study.

**7.8.2 Project Understanding (20 Points)**

Describe your understanding of the project and the major components. Provide a clear understanding of the project goals and outcomes. Describe your understanding of the project stakeholders and their roles within the project. Outline what critical risks or issues you foresee with the project.

**7.8.3 Key Personnel and Subconsultants (15 Points)**

Provide the names of the Project Manager and team members that you will commit to this Project. Demonstrate their specific experience on projects of similar type, size and scope. Identify the team members role for projects noted in Firm Background and Experience. Identify key personnel with steam experience and understanding of district steam systems including their length of employment with your firm and, if less than three years, recent prior firm(s), their responsibility on this Project, and their primary office locations. Provide a list of all proposed sub consultants and contractors, if they are not selected yet outline your process for selection. Provide sub consultant experience with projects of similar type, size and scope.

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

(a) Provide a description and identification of Minority Business Enterprise (MBE), Women

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

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

The Consultant must perform the Work according to the means and methods described in the workforce plan described in its Proposal, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

#### **7.8.5 Proposed Project Approach (10 Points)**

Prepare a proposed Project Schedule that identifies milestones, deliverables and durations for each proposed activity within the study only. Outline the communication structure you will have in place for this project. Provide who will be the primary point of contact and who will be assisting this individual and how. Provide a plan for meetings and milestones during the project to include: which meetings, how frequently and who would you anticipate attending.

Describe your process for work within an occupied building as well as an operating medical facility.

Describe your project approach regarding sustainability. How will this approach work to incorporate and align with OSU sustainability goals? Explain your communication and coordination efforts in relation to sustainability.

#### **7.8.6 FEE PROPOSAL (10 Points)**

Provide a **FEE PROPOSAL** for all items identified in the Building Systems Assessment (Exhibit 1) separating out the costs for Alternates 1 & 2 as well as the Full Cost Opinion from the Base Project (Items 1-38) on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount utilizing your Consultant Reserve rates. Please clearly identify the amount for Basic Services and a Reimbursable Expenses allowance.

Please include a breakdown of the costs including a listing of the types of personnel participating in the work, an estimate of their hours and rates charged for their services based on the proposed scope listed in Section 1.0.

Scoring will be based solely on the total maximum not-to-exceed amount for all items identified above (Base Project, Alternates 1 & 2 AND Full Cost Opinion).

**NOTE:** Formula for scoring Fee Points will be as follows: Lowest Fee will receive full points with higher Fee's 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
Firm background and Experience on Similar Projects	30 Points
Project Understanding	20 Points
Key Personnel and Subconsultants	15 Points
Workforce Diversity Plan	15 Points
Proposed Project Approach	10 Points
Fee Proposal	10 Points

**7.10 Presentations/Interviews (50 Points).** Presentations/Interviews *may/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.

### 7.10.1 Optional Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, provide the names, addresses, phone numbers and e-mail addresses of three (3) references. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel. OSU may check with these references and with other references associated with past work of your firm.

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

**7.11 Equity Contracting.** OSU will require the successful Proposer to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business or service-disabled veteran owned business enterprises.

## 7.12 Negotiations.

**7.12.1** OSU may commence General and/or Best and Final Offer (BAFO) Negotiations in accordance with OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) following final scoring under either a one or two-step process.

**7.12.2 RESERVED**

**7.12.3 RESERVED**

#### **7.12.4 RESERVED**

**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 – Supplemental Information to include the items listed below and may be accessed at the following link: <https://oregonstate.box.com/s/9jqouy934ue8zbra53hxu4v52yigzbbg>

- Building Systems Assessment
- 2020 Elevator Modernization Report
- LAH Pneumatic Devices List
- Mid-Life Renewal Documents
- Solar Feasibility Study

Exhibit 2 – Existing Conditions for Reference:

<https://oregonstate.box.com/s/pt8itkgstrnh8bygb7imcgwpue7bsstr>

Exhibit 3 – Sample Reserve Contract Supplement

**END OF RFP**

EXHIBIT 1

Available at: <https://oregonstate.box.com/s/9jqouy934ue8zbra53hxu4v52yigzbbg>

EXHIBIT 2

Available at: <https://oregonstate.box.com/s/pt8itkgstrnh8bygb7imcgwpue7bsstr>

EXHIBIT 3

**RESERVE CONTRACT SUPPLEMENT  
OSU RESERVE CONTRACT FOR PROFESSIONAL CONSULTANTS  
SUPPLEMENT NO.:  
PROJECT NAME**

This Reserve Contract Supplement dated (the "Supplement") is entered into between:

"Consultant":

and "Owner":

OREGON STATE UNIVERSITY  
Construction Contract Administration  
644 SW 13<sup>th</sup> St.  
Corvallis, OR 97333

(each a "Party" and collectively, the "Parties") pursuant to that certain Reserve Contract entered into between the Parties (the "Reserve Contract"). Capitalized terms have the meaning defined in the Reserve Contract unless further defined in this Supplement.

**1. DESCRIPTION OF THE PROJECT:** The project to which this Supplement pertains is described as follows: (the "Project").

**2. SERVICES TO BE PERFORMED:** The Consultant shall perform the following services on the Project: (the "Services"). Consultant shall perform its Services according to the terms and conditions of this Supplement, the Reserve Contract, and Attachment 1, which are each incorporated herein by this reference.

All design Services will be performed in compliance with the Owner's Design Criteria in effect as of the date of this Supplement.

The Project description, scope of Services, and the fee breakdown are outlined in the Proposal dated , and Signed by (attached hereto and incorporated by this reference as "Exhibit 1").

**3. SCHEDULE.** Consultant shall perform its Services according to the schedule developed in cooperation with the Owner in order to meet Project needs: (the "Schedule").

**4. INCORPORATED DOCUMENTS.** This Supplement, the Reserve Contract and Exhibit 1 are all intended to be complementary. However, any conflicts or discrepancies will be resolved utilizing the following descending order of precedence: 1) this Supplement excluding the Reserve Contract and Exhibit 1, 2) the Reserve Contract excluding this Supplement and Exhibit 1, and 3) Exhibit 1 excluding this Supplement and Reserve Contract.



**5. COMPENSATION [Owner will choose A/B].**

[A] Owner shall compensate Consultant for Services and Reimbursable Expenses incurred by the Consultant in the performance of the Services on a Time and Materials basis in accordance with the Schedule of Charges and the provisions of this Supplement.

The Maximum Compensation for the Consultant's Services including the Reimbursable Expenses is \$ . This amount includes \$ for Services and \$ for Reimbursable Expenses.

[B] Owner shall compensate Consultant for Services and Reimbursable Expenses incurred by the Consultant in the performance of the Services on a Fixed Price basis in accordance with the Reserve Contract and the provisions of this Supplement.

The Maximum Compensation for the Consultant's Services including the Reimbursable Expenses is \$ . This amount includes \$ for Services and \$ for Reimbursable Expenses.

Total Maximum Compensation, including the cost of any Additional Services that the Parties may agree to through subsequent execution of a Supplement Amendment, shall not exceed the maximum allowable under OSU Standards.

**6. TERM.** This Supplement is effective on the date it has been Signed by every Party hereto and all required approvals have been obtained (the "Supplement Effective Date"). No Services shall be performed, or payment made, prior to the Supplement Effective Date.

Unless earlier terminated or suspended, Consultant shall perform its obligations according to this Supplement until Consultant's Services are completed and accepted by Owner. Consultant hereby agrees that the Services set forth in this Supplement may continue beyond the Term of the Reserve Contract and will be performed through final completion of Consultant's Services, including completion of all warranty work. The Parties expressly agree that they may execute a Supplement Amendment and extend the date which Consultant's Services may be completed, which may include a date beyond the Term of the Reserve Contract.

Termination or suspension does not extinguish or prejudice Owner's right to enforce the Supplement with respect to any breach by the Consultant that has not been cured.

**7. INSURANCE REQUIREMENTS.**

Prior to this Supplement Effective Date, Consultant shall provide Owner with Certificates of insurance maintained in full force and effect at Consultant's expense. Further, each insurance for which a Certificate is required shall be maintained for the duration of the Term of this Supplement including any extensions or Supplement Amendments that may extend the Term of this Supplement. Insurance purchased by Consultant must be consistent with the following:

A. **Workers' Compensation** – The Consultant, its Sub-consultants, if any, and any other employers providing work, labor or materials under the Supplement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires such employers to provide Oregon Workers' Compensation coverage for all their subject workers working in Oregon unless it meets the exemption in ORS 656.126. Workers' Compensation coverage shall be maintained at all times with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

B. **Commercial General Liability** – The Consultant shall obtain, at the Consultant's expense, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury, products and completed operations, contractual liability, premises liability, and coverage for the indemnity provided under the Reserve Contract and be made on an occurrence basis. Consultant shall provide proof of insurance demonstrating minimum limits indicated by the checked box below:

- \$2,000,000 per occurrence and \$4,000,000 in aggregate  
 \$      per occurrence and \$      in aggregate

C. **Automobile Liability** – The Consultant shall obtain, at the Consultant's expense, Automobile Liability Insurance covering all owned, leased, or hired vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance. Consultant shall provide proof of insurance with a minimum combined single limit of \$1,000,000 per occurrence or accident.

D. **Professional Liability/Errors & Omissions** – The Consultant and sub-consultants, when applicable, shall provide Owner with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by negligent error, omission, or any negligent act in regard to the Project, its plans, drawings, specifications and project manual, and all related work products of the Consultant. The policy may be either a practice-based policy or a policy pertaining to the specific Project. The Consultant shall provide proof of insurance of not less than the amounts indicated by the checked box below:

- \$2,000,000 per occurrence and \$4,000,000 in aggregate  
 \$      per occurrence and \$      in aggregate.

**8. OTHER TERMS.** Except as specifically modified by the Supplement, all terms of the Reserve Contract remain unchanged and apply to the Project and the Services.

**9. EXECUTION AND COUNTERPARTS.** The Supplement may be executed in several counterparts, each of which will be an original, all of which will constitute the same instrument.

**[Owner may Choose to omit] 10. PREVAILING WAGE RATES.** Consultant will be compensated

for Services subject to prevailing wage rate law (“PWR Law”) according to the following formula: the hourly rate specified in the Consultant’s Schedule of Charges for that specific Service, plus the difference between the prevailing wage rate for that Service at the time this Supplement is executed and the prevailing wage rate for that Service at the time that all qualifications to perform the Services set forth on this Supplement were due.

All prevailing wage rates used to calculate Consultant’s compensation in this Section 10 will use the BOLI wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, \_\_\_\_, 20\_\_, as amended \_\_\_\_, 20\_\_ [~~delete “as amended \_\_\_\_, 20\_\_” if there have been no amendments since last rate change~~], which can be downloaded at the following web address:

[[http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_book.shtml)]

The Work will take place in \_\_\_\_\_ County, Oregon.

All other Services under this Supplement will be compensated at rates specified in the Schedule of Charges.

**[Owner may Choose to omit] 11. KEY PERSON(S).** Consultant’s personnel identified below will be considered Key Person(s) and will not be replaced during the Project to which this Supplement pertains without the written permission of Owner:

\_\_\_\_\_

Further, Consultant agrees to the following:

- A. Upon Owner request, Consultant shall timely provide such additional information as Owner may reasonably request or require on the professional qualifications and experience of any Key Person.
- B. Any attempted substitution or replacement of a Key Person by the Consultant, without the written consent of Owner (which shall not be unreasonably withheld), will constitute a material breach of this Supplement. If Consultant intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, Consultant shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the Project concurrently.
- C. Should the Key Person(s) become unavailable to the Consultant at any time, Consultant shall replace the Key Person with personnel or Sub-Consultants having substantially equivalent or better qualifications than the Key Person being replaced, as reasonably approved by Owner.

- D. Consultant shall remove any Key Person from the Project at the written, reasonable request of Owner. Such request shall provide Consultant a reasonable period of time to find a suitable replacement.

**Consultant hereby confirms and certifies that the representations, warranties and certifications contained in the Reserve Contract remain true and correct as of this Supplement Effective Date.**

IN WITNESS HEREOF, the Parties have duly executed this Supplement on the dates indicated below.

\_\_\_\_\_  
, Consultant

OREGON STATE UNIVERSITY, Owner

By: \_\_\_\_\_

By: Anita Nina Azarenko

Title: \_\_\_\_\_

Title: Associate Vice President for  
University Infrastructure and Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_