



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2024-014006

SINNHUBER AQUATIC RESEARCH LABORATORY CO6 MODERNIZATION DESIGN BUILD

ISSUE DATE: March 11, 2024

MANDATORY PRE-PROPOSAL CONFERENCE & SITE

VISIT:

March 19, 2024 at 10:00 AM Pacific Time (PT) at
Sinnhuber Aquatic Research Laboratory

RFP DUE DATE/TIME:

April 9, 2024 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: March 27, 2024 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2515-24C

CONTRACT ADMINISTRATOR:

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

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

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE OR TWO-STEP** Request for Proposals (“RFP”) process to retain one Design Build (“DB”) team to provide design build services for the modernization of the North Wing at Sinnhuber Aquatic Research Laboratory (“SARL”) for OSU (*the “Project”*).

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 build 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.

MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT- A Mandatory Pre-Proposal Conference and site visit will be held on March 19, 2024 at 10:00 AM PT at SARL, 28645 East Hwy 34, Corvallis, OR 97322.

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

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

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

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

1.3 Location. The SARL is unique worldwide as a facility equipped to conduct biomedical research using zebrafish as aquatic research models. It primarily consists of a self-contained fish hatchery and histopathology complex for rearing fish and for conducting tumor and toxicity studies.

SARL is located just west of Corvallis at 28645 East Hwy 34. Constructed in 1964 and made possible by a grant from the National Institutes of Health, the Food Toxicology and Nutrition Lab included space for two laboratories, a diet mixing room, a workshop, and space for 48 fish tanks. In 1966, an additional laboratory was constructed, which doubled the number of fish tanks available, as well as adding a new workshop, another diet preparation room, and two constant temperature rooms. In 2004, the Food Toxicology and Nutrition Laboratory was rededicated as the Sinnhuber Aquatic Research Laboratory to honor the late Russell O. Sinnhuber, a researcher and professor at OSU in the department of food science and technology.

1.4 Summary of Work. SARL is seeking to modernize an integrated specific pathogen-free zebrafish core facility. A key design principle for the SARL is that it seeds multidisciplinary interactions by providing a full menu of services. The SARL nucleates research programs through aggressive promotion of the zebrafish model. Completing this modernization project will address bottlenecks limiting further growth of zebrafish biomedical research. This project is part of the long-term commitment to developing and maintaining advanced aquatic biomedical research facilities at OSU, the region, and nationally.

This renovation will be part of an existing research building with 10,000 ft² of renovated space that houses a fully automated zebrafish high throughput chemical screening facility, modern imaging and molecular biology rooms, a 2,300 ft² room for zebrafish behavioral studies, dedicated quarantine rooms, walk-in cold storage rooms, highspeed fiber-optic data transmission, large researcher office spaces, and modern meeting rooms. Completion of this project will provide modern, sustainable, specific pathogen-free zebrafish housing space, specialty research space, and efficient fish life support and husbandry systems.

The Project's overarching goals are to:

- 1.4.1** Renovate an existing 3,500 ft² purpose-built aquatic facility into a highly researcher-accessible zebrafish housing facility;
- 1.4.2** Replace obsolete and undersized zebrafish life support system;
- 1.4.3** Install modern zebrafish housing enhanced by automated cleaning, feeding, and remote monitoring;
- 1.4.4** Build specialty zebrafish rooms to support short and long term flow-through studies;
- 1.4.5** Add high capacity tank washing capabilities; and
- 1.4.6** Provide engineering space to further seed technological innovations.

The work of the Project shall consist of the following:

- 1.4.7** Renovate the existing currently unused 3,500 sq. ft. North Wing of the SARL facility by replacing the roof, installing a ceiling, adding floor drains, installing flooring systems, improving insulation, improving workflow and disability access;
- 1.4.8** Add efficient HVAC systems for renovated space (unused wing not currently temperature controlled);
- 1.4.9** Replace all existing obsolete life support and rack systems as they are failing;
- 1.4.10** Build a modern efficient zebrafish tank room with 18 racks that meets AALAC standards;
- 1.4.11** Create space for mass spawning and specialized genotyping racks to accelerate screening;

- 1.4.12** Construct two zebrafish tank rooms for specialized short and long term experiments;
- 1.4.13** Construct a flexible prep room for microinjections, genotyping and tissue collections;
- 1.4.14** Install fish feeding robots to reduce labor cost and to decrease generation times;
- 1.4.15** Modernize and increase the efficiency of fish tank-washing; and
- 1.4.16** Renovate engineering space to further enable innovation in research instrument development.

1.5 Scope of Services.

- 1.5.1** Scope of Design services will include the following phases: Schematic Design, Design Development, Construction Documents, Bidding/Permitting, and Construction Administration including Record Documentation and Project Closeout. Cost estimates will be required at the completion of each design phase.
- 1.5.2** A significant amount of programmatic work was completed as part of the grant application process. It is expected that the DB team will expand upon this foundation and that this will contribute to the affordability of design services. Reference Exhibit 1.
- 1.5.3** Scope of Construction services will include construction and construction management services for the Project. In addition, the DB will provide construction consulting and cost estimating services during the design phase. The scope of services must include destructive investigation and field verification of existing conditions to provide means and method reports illustrating the extent of deconstruction and build back. The scope of services must also include; a kick-off meeting; constructability services; a future scenarios analysis; order of magnitude cost estimates and operating budgets; value engineering assessment; project phasing; a refined preferred recommendation; and a final strategic plan.
- 1.5.4** All aquatic housing will be owner furnished and contractor installed. Reference Exhibit 1.
- 1.5.5** Proposers are encouraged to make recommendations and revisions to the scope of work based on Proposers practical experience on similar projects.
- 1.5.6** The successful Proposer will require regular site visits, in-person and/or virtual meetings to interview stakeholders, permitting processing and management support, cost estimating services, bidding/negotiating support, asset tracking (Exhibit 7) and federal grant administration support. The proposing firm is free to sub-contract as necessary to ensure a complete design and construction team, including but not limited to structural, mechanical, electrical, and cost estimating. OSU has selected and will contract directly with the Estimate Group for vivarium and aquatic laboratory design consultation and peer review.
- 1.5.7** Project Team Behavior. The OSU approach to construction involves intense collaboration and we request the 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.
 - 1.5.7.1** 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.

1.6 Funding Source. The Project is funded solely by a CO6 grant awarded by the National Institutes of Health (NIH). As such, additional terms and condition will apply to this RFP and the resulting awarded Agreement. Proposers should note, NIH will perform design reviews at various intervals during the design phase. Revisions to the design may be required after these reviews. Proposers must include enough time in their design schedule to accommodate these reviews. Exhibit 3 provides additional information relevant to these reviews.

1.7 Design Standards. The design of the Project must follow [OSU's Design Standards](#), including OSU's requirements for sustainable development. In addition, the design must comply with NIH Design Requirements Manual, [Design Requirements Manual \(DRM\) \(nih.gov\)](#).

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 Site and geotechnical survey fees;

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

1.8.1.5 Reimbursable Expenses of DB and all consultants;

1.8.2 Early Work Amendment(s) if applicable

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 (inclusive of the Preliminary Services, Early Work Amendment(s), and General Conditions Costs) and Design Builder Fee will be Compensated pursuant to the Contract.

1.8.3.1 The GMP must not exceed \$5,200,000.00;

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 RFP¹.

1.9 Design Build Methodology. OSU intends for the initial contract to include design-phase services only with construction services being added via a Pricing Amendment for Early Work and/or a Guaranteed Maximum Price ("**GMP**") Amendment. Pursuant to the NIH Policy Statement Section 10.3.2.3 "The GMP must be completely itemized, by trade, to include a separation of labor and materials, all markups, and no contingency other than that which will cover change orders as approved by" OSU.

2.0 SCHEDULE

Issue Date	March 11, 2024
Mandatory Pre-Proposal Conference & Site Visit	March 19, 2024, 10:00 AM at SARL
Question Deadline	March 27, 2024, 5:00 PM

¹ Without limiting OSU's right to negotiate other aspects of the contract, the Design Build Fee is subject to negotiation with Owner

Final Addendum Issuance (if necessary)	By April 2, 2024
Proposal Due Date/Time	April 9, 2024

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

Estimated notification of finalists (If Applicable)	April 17, 2024
Presentations/Interviews (If applicable)	Week of April 22, 2024
Notice of Intent to Award	By April 26, 2024
Estimated Contract execution	By May 10, 2024

OSU will make every effort to adhere to the above schedule. It is however, subject to change.

3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION, APPEALS

3.1 Questions.

3.1.1 All questions and contacts with OSU regarding any information in this RFP must be addressed in writing via email to constructioncontracts@oregonstate.edu no later than the **Question Deadline** as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

3.2 Solicitation Process Revision Requests.

3.2.1 Proposers may submit a written request for change of particular solicitation process provisions to the **Construction Contracts Manager** at the address or email listed in this document. Such requests for change shall be received no later than the **Question Deadline** listed above.

3.2.2 Such requests for change shall include the reasons for the request and any proposed changes to the solicitation process provisions.

3.3 Change or Modification.

3.3.1 Any change or modification provided by the Owner for this RFP or the documents included as exhibits to this RFP shall be made by a duly issued Addendum made available to all firms on the [OSU Business and Bid Opportunities](#) website. It is the responsibility of each Proposer to visit the website and download any addenda. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information.

3.3.2 OSU will not be responsible for any other explanation or interpretation of this RFP or the documents included as exhibits to this RFP.

3.4 Appeals.

3.4.1 Appeals related to the OSU solicitation process and award decisions and actions shall

be pursuant to OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)). All written appeals must be delivered to the **Construction Contracts Manager**, at the address given in this RFP.

4.0 PUBLIC RECORD

4.1 OSU will retain an electronic copy of this RFP and one electronic copy of each Proposal received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after OSU has announced its intent to award a contract. If a Proposal contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

4.2 The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.”

4.2.1 Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

4.3 In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety may be considered non-responsive and be rejected.

5.0 FORM OF AGREEMENT

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

6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

6.1 In compliance with Oregon Prevailing Wage Law, the following is incorporated into this RFP:

6.1.1 The DB and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PWR) as outlined in Sections C.1 and C.2 of the General Conditions. The resulting Supplement is subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

6.1.1.1 January 5, 2024 PWR Apprenticeship Rates

6.1.1.2 January 5, 2024 Prevailing Wage Rates for Public Works Contracts in Oregon

6.1.1.3 July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

6.1.1.4 These BOLI wage rates are available here:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

6.2 This Project is solely funded by a CO6 grant awarded by NIH. 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 4** – General Decision Number: OR20240099. This General Decision is subject to change pursuant to 29 CFR § 1.6©(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 Pre-Proposal Conference and Site Visit.

7.2.1 The Pre-Proposal Conference and Site Visit will be held in person.

The Proposer must attend the Mandatory Pre-Proposal Conference and Site Visit. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference and Site Visit. Attendance will be documented by a sign in sheet at the beginning of the Conference. Prime Proposers will be required to check in and provide their name, firm name, and email address on the sign in sheet. Attendance will be documented by OSU. Proposers who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documented and will have their Proposal rejected **if submitted**.

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

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

7.3 Proposal Submission.

7.3.1 Submit **one (1) electronic version via email** to be received by the Due Date/Time listed in this document to bids@oregonstate.edu 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 Proposal² must be contained in a document not to exceed Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

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

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

7.4.4 The electronic Proposal should be **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches** with no fold-outs (except for any large format documents required by evaluation criteria). The basic text information of the Proposal should be presented in standard business font size, and reasonable margins.

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

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

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

7.4.8 Each Proposal must be emailed to bids@oregonstate.edu. Proposals must be received

² The Compensation Proposals required by Section 7.8.6 are exempt from this requirement. The Compensation Proposals must be in a separate document as indicated in Section 7.8.6.

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 and the terms and conditions of the NIH CO6 grant.

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 Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Twenty (20) minute** presentation period, immediately followed by a separate **Thirty (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 Presentations/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 Experience and Qualifications of the DB Team (30 points)

7.8.1.1 Describe your firm's experience with design and construction of aquatic laboratories, vivarium facilities, and general and flexible laboratories. Explain relevant experience working on projects of similar scope for public entities and higher education. Expand on the features of these projects including your contribution fit the public entity and what lessons you took away from the effort. Explain how staff feedback, influenced the project. (15 Points)

7.8.1.2 Describe your firm's experience on federally funded projects of similar scope. This experience should be with NIH Grants from the last five (5) years. Describe your firm's experience navigating special requirements for NIH projects with federal grant funding and/or unique equipment specifications. (15 Points)

7.8.2 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 your team has successfully delivered similar highly integrated projects in the past.

7.8.2.1 Provide an organizational chart for the Project identifying at minimum the dedicated DB Manager or Design Manager, the Pre-Construction Manager, Project Estimator, Project Manager, Superintendent, Safety Professional, and QA/QC Manager. Identify their previous experience in those roles, their experience on a collaborative project and projects where the different personnel have previously worked together. (5 Points)

7.8.2.2 For the Pre-Construction Manager, Project Estimator, Design Manager, Superintendent, and Project Manager identify the proposed team members experience with lean construction execution and any lean construction organizations they belong to. (5 Points)

7.8.2.3 Identify the consultants you propose to team with, if any, their proposed key personnel, and give brief descriptions of their experience and expertise. Highlight the individuals with design experience in this particular lab and federal grant type. OSU will contract directly with the Estime Group for vivarium and aquatic laboratory design consultation and peer review. (5 Points)
Describe how you expect each of the key personnel will interact with OSU during each of the main phases of project execution. How much time will they be spending on the project and how will they be seeking to influence the project to reduce cost and risk while increasing value and the realization of OSU's goals? (5 Points)

7.8.3 Proposed Project Schedule/Work Plan (10 Points). Prepare a proposed Project schedule and work plan that identifies the specific milestones and duration for each proposed activity. **NIH will perform design reviews at various intervals during the design phase.** Revisions to the design may be required after these reviews. Proposers must include enough time in their design schedule to accommodate these reviews. NIH expects immediate Project kick-off and expedited delivery of schematic design after contract execution. The proposed Project schedule and work plan must illustrate your strategy for accomplishing the Project that is achievable by your firm's strategy; OSU's expedited design requirement and the requirements of the NIH CO 6 grant.

7.8.3.1 Project Planning Schedule

Event	Timeline	NIH Review	Add'l Notes
Project Kick Off	Tentative 5/15/2024		
Schematic Design	3 months	10 Business Days	
Design Development	4 months	10 Business Days	
Construction Documents	2 months	10 Business Days	
GMP Proposal	Tentative 2-3 Months	10 Business Days	NIH must review and approve all subcontractor bids
Construction	TBD	TBD	
Project Completion	January 2028	TBD	Final DB Payment must occur prior to Termination
Termination of NIH CO6 Grant	May 29, 2028		

7.8.4 Cost Control (10 Points). Describe your firm’s methodology and experience with Preconstruction Services, including Value Engineering, cost Estimating and Constructability Reviews. Identify any particularly successful experiences and/or unique services in this area. Describe how your team will work with the design team to successfully implement these processes at SD, DD and CD phases. Describe the techniques your firm will use to manage design and construction costs. Include a description of your processes to estimate and establish a GMP budget, and monitor and control costs during construction. Specifically describe how your firm will communicate budget status to the Project team.

7.8.5 Equity and Diversity Plan (15 Points). List MWESB (Minority, Woman-Owned, or Emerging Small Business) State Certification numbers for yourself or any MWESB subconsultants, partners, or suppliers that you will utilize on this Project team. Include their specific role on the Project and the anticipated contract value. Substitutions of these subcontractors or suppliers after award of the bid shall require OSU approval.

7.8.5.1 What are your methods to reach out to or provide opportunities to MWESBs?

7.8.5.2 What does your firm do to increase diversity in your company and with your subconsultants and suppliers?

7.8.5.3 List any other community programs, membership or outreach your firm is involved in.

7.8.6 COMPENSATION PROPOSALS (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:

7.8.6.1 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.

7.8.6.2 Lump Sum Design Builder Fee³ (10 Points). Provide your team’s **Design Builder Fee** as a lump sum amount based on a not to exceed GMP of \$5,200,000.00. 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.

7.8.6.3 Hourly Rates Labor (0 Points). Provide the anticipated roles for those individuals 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**. Hourly Rates must not contain any profit and/or overhead costs.

NOTE: Formula for scoring Fee Proposal Points will be as follows: Lowest Fee for each of the price related items will receive full points with higher cost price related items receiving proportionally lower points according to this formula: **(Low Proposal/ Proposal) x Points Available**. OSU may round the product of the above formula to the nearest tenth for convenience purposes using generally accepted rounding rules.

7.9 Point Summary Table.

Criteria	Point Value
Experience and Qualifications of the Firm	30 Points
Design Build Plan and Key Personnel	20 Points
Proposed Project Schedule/Work Plan	10 Points
Cost Control	10 Points
Equity and Diversity Plan	15 Points
Compensation Proposals	20 Points

7.10 Optional Presentations/Interview and Reference Checks (35 Points).

7.10.1 Presentations/Interviews (30 Points)

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

7.10.2 Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, **all Proposers** (*not just finalists*) **must** provide the names, addresses, phone numbers and e-mail addresses of three (3)

³ Subject to negotiation with Owner

references *with their Proposal submission*. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel.

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

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

7.12 Negotiations.

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

7.12.2 Any/all exceptions to the Term and Conditions included in the Sample Agreement must be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.12.3 OSU reserves the right to deny contract term negotiations with the Apparent Successful Proposer if such contract terms were not received by OSU in the Proposal pursuant to Section **7.12.2** above.

7.12.4 OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

7.12.5 If OSU and the Apparent Successful Proposer are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Proposer and enter negotiations with the next highest scoring Proposer, etc.

8.0 MISCELLANEOUS

8.1 Financial Responsibility.

8.1.1 OSU reserves the right to investigate, at any time prior to execution of the agreement, 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 Agreement, 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 *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").

8.9.3 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.

8.9.5 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.

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

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

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

9.0 EXHIBITS

Exhibit 1 – SARL CO6 Modernization Application

Exhibit 2 – [NIH Design Requirements Manual \(DRM\)](#)

Exhibit 3 – NIH A/E Submission Requirements excerpt from DRM

Exhibit 4 – General Decision OR20240099 dated 2/16/2024

Exhibit 5 – [NIH Grants Policy Statement](#)

Exhibit 6 – Current Floor Plans

Exhibit 7 – Asset Tracking Example

Exhibit 8 – Conceptual Design

Exhibit 9 – Sample Design Professional Agreement

END OF RFP