

# REQUEST FOR PROPOSAL (RFP) #2025-017820

# MERRYFIELD HALL NORTH WING RENOVATION DESIGN

ISSUE DATE: 1/28/2025

MANDATORY PRE-PROPOSAL SITE VISIT: 2/6/2025 at 2:00 PM, 2020 at 311 Kearney Hall, 1491 SW Campus Way, Corvallis, OR 97331

RFP DUE DATE/TIME: 2/27/2025 at 3:00 PM Pacific Time (PT) via electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: 2/12/2025 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2573-25C

#### **CONTRACT ADMINISTRATOR:**

Thomas James
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Oregon State University
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#### APPEALS:

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Email: <a href="mailto:constructioncontracts@oregonstate.edu">constructioncontracts@oregonstate.edu</a> Email: <a href="mailto:hanna.emerson@oregonstate.edu">hanna.emerson@oregonstate.edu</a>

It is the Proposer's responsibility to continue to monitor the <u>OSU Business and Bid Opportunities</u> 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 (<u>Procurement Thresholds and Methods, Procurement Solicitations and Contracts</u>) 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 (1) firm to provide *Design services* for its Merryfield North Wing Renovation (the "Project").

**OSU WILL ONLY BE ACCEPTING SEALED PROPOSALS ELECTRONICALLY -** Proposals are to be submitted to <a href="mailto:bids@oregonstate.edu">bids@oregonstate.edu</a> by the Due Date/Time.

**MANDATORY PRE-PROPOSAL SITE VISIT-** A Mandatory Pre-Proposal Site Visit will be held on 2/6/2025 at 2:00 PM at 311 Kearney Hall, 1491 SW Campus Way, Corvallis, OR 97331.

All questions shall be submitted via e-mail to <a href="mailto:constructioncontracts@oregonstate.edu">constructioncontracts@oregonstate.edu</a> 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 (<a href="https://www.grandronde.org">https://www.grandronde.org</a>) and the Confederated Tribes of the Siletz Indians (<a href="https://ctsi.nsn.us">https://ctsi.nsn.us</a>).

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.

In August 2023, the Oregon State University (OSU) College of Engineering (COE) released a masterplan document entitled *Engineering Next* which highlights a series of strategic moves for modest near-term investments that benefit both COE's people and mission today, to set the College up for success as it looks out to the long-term Capital Plan's major investments beyond 2030. A series of priority projects were outlined to expand research and improve education, study and the overall College environment. One project not included in Engineering Next is the Merryfield Hall North Wing Renovation. Merryfield Hall had recently seen renovation to the west wing and "knuckle" of the building, and the expected program for the remainder of the building was already under consideration. This project will complete the vision for teaching and research space in Merryfield Hall, expanding out into the landscape that surrounds the building to provide continuity with the vision of Engineering Next.

The Project will complete Schematic Design, Design Development documents and cost estimate after review of the conceptual design completed in 2023:

- Damp/Wet capable flexible research lab, 45 seat flexible lab/classroom, testing and materials lab, maker space/shop and product storage.
- Exterior landscape and site design to include outdoor teaching and student gathering, including display to celebrate student competitions such as the concrete canoe.

# 1.3 Location: Merryfield Hall.

Named for Fred Merryfield, Merryfield Hall was built in 1908. From 1930 until 1965, Merryfield taught engineering at OSU, and was a founding partner in the consulting engineering form of Cornell, Howland, Hays, and Merryfield (CH2M) Hill, Inc. Much of Merryfield's research focused on water pollution control and turbine development.

At its construction in 1908, the central, two-story section of the Mechanical Arts building housed administrative offices for each of the "arts" departments headquartered in the building (Industrial Arts and Mechanic/Mechanical Arts), and rooms for display of student projects. This central section also included a lecture room and dark room. The east wing housed the machine shop, blacksmith shop and stock room, while the south wing housed the woodworking shop, the carpentry shop, the printing office, and another stock room. Between 1934 and 1964, the building was known as the Industrial Arts Building, before the named was changed to Production Technology Building (1965-1978). From 1978 to present, the building has been known as Merryfield Hall.

- **1.4 Summary of Work.** Design Consultant shall provide design documents from Conceptual and Schematic Design through Design Development and provide a construction cost estimate. The goal of the project is to repurpose existing space into a large flexible wet/damp research lab, 45 seat flexible lab/classroom, testing and materials lab, maker space/shop and product storage. The design consultant will be eligible to continue work through Construction Documents and Construction Administration once the project is fully funded.
- **1.5 Scope of Services.** At minimum, the scope of services must include a Kick-off Meeting, Existing Conditions Review, Conceptual Design Studies, Schematic Design services, Design Development services, and Order of Magnitude Construction Cost Estimates at end of Schematic Design and Design Development design phases.

Proposers are asked to provide a schedule with scope of work based on Proposers practical experience in early phases of design.

#### KICK-OFF MEETING

Following release of the Notice to 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, followed by meeting minutes including action items.* 

# **REVIEW OF EXISTING CONDITIONS**

A review of existing conditions is, at minimum, expected to include touring Merryfield Hall and will include information on the building condition assessment from OSU Facilities Services and the Capital Improvement & Renewal Project Manager.

#### REFINEMENT OF PREFERRED RECOMMENDATION

Based on feedback from OSU on the alternative design concepts, develop a preferred recommendation and move forward to selected design. *Deliverables: Recommendation of preferred design concepts and preferred design concepts.* 

#### **MEETINGS**

Meeting agenda and presentations are prepared by the Design Professional and reviewed and approved by the OSU PM prior to the meeting. *Deliverables: To include the design meeting presentations, meeting agenda, and meeting minutes with action items.* 

# **DELIVERABLES**

The final document must clearly articulate the participants, purpose, process, methodologies and Design Development documents, including drawings and specification based on OSU Design Construction Standards, an Executive Summary that summarizes key findings and recommendations, and Design Development level cost estimate. In the body of the report or appendices, include, team meeting summaries, data of current conditions, code information, established programming criteria and needs, Design Development documents and cost estimate. The report must include architectural renderings of any significant improvements that could be used in fund-raising documents. Deliverables: Schematic Design Documents, Executive Summary and Schematic Design Construction Cost Estimate. Design Development Documents, Executive Summary and Design Development Construction Cost Estimate.

Distribute one (1) Portable Document Format (PDF) electronic copy of the full deliverable to the OSU Project Manager, along with clear JPEG formatted files of all photographs, illustrations and images incorporated into the final document.

The Sample Design Professional Agreement provided in Exhibit 1 provides information on potential requirements of subsequent phases of design. Those services may be added via Amendment should the project move forward following budget approval.

#### 1.6 Reserved.

**1.7 Design Standards.** The design of the Project must follow <u>OSU's Design Standards</u>, including OSU's requirements for sustainable development.

#### 2.0 SCHEDULE

Issue Date 1/28/2025

Mandatory Pre-Proposal Site Visit 2/6/2025 at 2:00 PM, 2020 at 311 Kearney

Hall, 1491 SW Campus Way, Corvallis, OR

97331

Question Deadline 2/12/2025
Final Addendum Issuance (if necessary) By 2/14/2025

Proposal Due Date/Time 2/27/2025 at 3:00 PM PT

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

Estimated notification of finalists (If Applicable) 3/11/2025

Presentations/Interviews (If applicable) Week of 3/17/2025

Notice of Intent to Award

Estimated Contract execution

Estimated Notice to Proceed

By 3/21/2025

By 4/15/2025

By 4/16/2025

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 <a href="mailto:constructioncontracts@oregonstate.edu">constructioncontracts@oregonstate.edu</a> 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 **Chief Procurement Officer** 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 **Chief Procurement Officer**, 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 Design Professional Agreement is included as Exhibit 1 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 Site Visit.

**7.2.1** The Pre-Proposal site Visit will take place on 2/6/2025 at 2:00 PM at 311 Kearney Hall, 1491 SW Campus Way, Corvallis, OR 97331.

The Proposer must attend the Mandatory Pre-Proposal Site Visit. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Site Visit. Attendance will be documented by checking in with the **Contract Administrator** at the beginning of the virtual Conference. Prime Proposers will be required to check in and provide their name, firm name, and email address to the **Contract Administrator** at the beginning of the virtual Pre-Proposal Conference. 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 site Visit 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 <a href="mailto:bids@oregonstate.edu">bids@oregonstate.edu</a> as stated in this RFP. **Electronic versions must be sized appropriately for transfer (under 10 mb).**
- **7.3.2** All Proposals must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Proposal received after the Due Date/Time will be rejected and will be retained and made part of OSU's archive records in accordance with OSU Standards.

#### 7.4 Proposal Submission Requirements.

- **7.4.1** Your Proposal must be contained in a document not to exceed Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.
- 7.4.2 Your Proposal must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and must also acknowledge receipt of all addenda. *Include an email address* for communication purposes.
- 7.4.3 Any/all exceptions to the Terms and Conditions included in the Sample Contract shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.
- 7.4.4 The electronic Proposal should be 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 <a href="mailto:bids@oregonstate.edu">bids@oregonstate.edu</a>. 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.

Presentations/Interviews will include a **Twenty-five (25) minute** presentation period, immediately followed by a separate **Thirty (30) 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 and Reference Checks (if applicable) 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 (20 points)

Describe your firm's history. Include information identifying the firm's annual volume, financial capacity for this Project, and speak to the firm's stability in the marketplace. Explain relevant experience particularly with working on projects of similar scope for public entities. Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project will assist in the evaluation.

# 7.8.2 Key Personnel (25 Points)

Provide the names of the Project Manager, Design Lead and other key individuals that you will commit to this Project. Demonstrate their specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with similar design projects at OSU or similar large public contracting agencies, particularly when working with existing design standards. Identify 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 an organizational chart.

# 7.8.3 Proposed Project Schedule (10 Points)

Prepare a proposed Project schedule that identifies milestones and duration for each proposed activity.

#### 7.8.4 Project Approach (15 Points)

Describe your firm's approach to this project as described in this RFP and the mandatory preproposal meeting. How do you plan to gather information and engage the steering committee and other stakeholders to arrive at design solutions for this project?

### 7.8.5 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 Design Professional 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.

#### 7.8.6 FEE PROPOSAL (15 Points)

Submit a lump sum bid for the base Project through Design Development for the Scope of Work noted in Section 1 of this RFP on the bid form included as Exhibit 2. The proposer with the lowest base bid will receive full points, higher cost proposers will receive proportionally lower points according to the following formula:

**NOTE:** Formula for scoring Fee Points will be as follows: Lowest Total Fee Proposal will receive full points with higher cost Fee Proposals receiving proportionally lower points according to this formula: **(Low Fee/ Fee) x Points Available** 

IN ADDITION TO YOUR FEE PROPOSAL, PROVIDE HOURLY RATES FOR PERSONNEL WHO MAY PERFORM WORK ON HIS PROJECT. WHILE THESE RATES MUST BE PROVIDED, THEY WILL NOT BE SCORED.

#### 7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Experience	20 Points
Key Personnel	25 Points
Proposed Project Schedule	10 Points
Project Approach	15 Points
Workforce Diversity Plan	15 Points
Fee Proposal	15 Points

### 7.10 Presentations/Interview and Reference Checks (60 Points).

### 7.10.1 Presentations/Interviews (50 Points)

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

#### 7.10.2 Reference Checks (10 Points).

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) references. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel. These references must be provided with your initial proposal, though they will not be evaluated during Stage 1.

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

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

# 7.12 Negotiations.

- **7.12.1** OSU may commence General and/or Best and Final Offer (BAFO) Negotiations in accordance with OSU Standards (*Procurement Thresholds and Methods, Procurement Solicitations and Contracts*) following final scoring under either a one or two-step process.
- **7.12.2** Any/all exceptions to the Term and Conditions included in the Sample Contract/Agreement shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.
- **7.12.3** OSU reserves the right to deny contract term negotiations with the Apparent Successful Proposer if such contract terms were not received by OSU in the Solicitation response pursuant to Section **7.12.2** above.
- **7.12.4** OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.
- **7.12.5** If OSU and the Apparent Successful Proposer are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Proposer and enter negotiations with the next highest scoring Proposer, etc.

# 8.0 MISCELLANEOUS

# 8.1 Financial Responsibility.

- **8.1.1** OSU reserves the right to investigate, at any time prior to execution of the contract, the Proposers financial responsibility to perform the anticipated services. Submission of a Proposal will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Proposers, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the Proposal.
- **8.1.2** OSU may postpone the selection of finalists or execution of a contract in order to

complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsible and constitute grounds for Proposal rejection.

# 8.2 Project Termination.

- **8.2.1** OSU reserves the right to terminate the Project or contract during any phase in the Project.
- **8.3 Insurance Provisions.** During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the contract.
- **8.4 Nondiscrimination.** By submission of a Proposal, the Proposer certifies under penalty of perjury that the Proposer will not discriminate against minority, women, emerging small business or service-disabled veteran owned business enterprises in obtaining any required subcontracts.
- **8.5 AA/EEO Employer.** OSU is an AA/EEO employer.
- **8.6** Compliance with Applicable Law. Proposer agrees to comply with all federal, state, county, and local laws, ordinances, and regulations as well as all applicable OSU Standards and Policies while on campus.
  - **8.6.1 Smoke and Tobacco Free Campus.** Owner's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.
  - **8.6.2 Sexual Misconduct Policy.** OSU has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies Contractor and Contractor's employees, agents, and Subcontractors are prohibited from engaging in sexual misconduct against members of the university community.
  - **8.6.3** Firearms Policy. The Owner has adopted a policy that prohibits Contractor and Contractor's employees, agents and Subcontractors from possessing firearms on Owner's property.

# 8.7 RESERVED.

### 8.8 Execution of Agreement.

- **8.8.1** The Proposer shall be required to execute the Contract as provided, within any time period provided in an award notification. The Contract Documents shall be delivered to OSU in the manner stated in an award notification.
- **8.8.2** Work/Services Commencement. Work/Services shall not commence until execution of a Contract and subsequent issuance of a notice to proceed letter with the selected Proposer.

# 8.9 Supplemental Information

Information about Engineering Next: <a href="https://engineering.oregonstate.edu/engineering-next">https://engineering.oregonstate.edu/engineering-next</a>

# 9.0 EXHIBITS

Exhibit 1 – Sample Design Professional Agreement

Exhibit 2 - Design Professional Fee Form

Exhibit 3 – Limited Asbestos and Lead Paint Survey Report

Exhibit 4 - Merryfield Hall Book plans

Exhibit 5 – Facility Condition Assessment

Exhibit 6 – North Wing Conceptual Design

Exhibit 7 - Cost Estimate

**END OF RFP**