



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2026-020512

OSU-CASCADES (OSU-C) PHASE 3 REMEDIATION DESIGN-BUILD (D-B) SERVICES

ISSUE DATE: January 21, 2026

MANDATORY PRE-PROPOSAL CONFERENCE & SITE

VISIT:

January 27, 2026, at 10:30 AM Pacific Time (PT) at
OSU Cascades Ray Hall 202 Boardroom

RFP DUE DATE/TIME:

February 12, 2026, at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: February 3, 2026, at 12:00 PM Pacific Time (PT)

PROJECT NUMBER: 2563-25B

APPEALS:

CONTRACT ADMINISTRATOR:
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It is the Offeror'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 **TWO-STEP** Request for Proposal (RFP) process to retain one (1) Civil Construction Design Build (“**DB**”) team for the OSU Cascades Remediation Phase 3 (*the “**Project**” or “**Phase 3**”*).

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, remediate and construct the Project.

All firms that are submitting a response to this RFP must submit a single response. OSU will only enter into an Agreement with ONE (1) firm.

OSU is seeking Proposals from General Contractors only with the selected Design-Builder conducting a qualifications-based selection of a Design Professional as part of its initial Preliminary Services. The OSU Project Manager will be required to be the sole OSU representative in that procurement process as an advisory member to the selection committee. The Design-Builder will facilitate the procurement process of a Design Professional in accordance with the Design-Build Agreement. It is anticipated that this procurement process along with site-investigation and a collaboration meeting with OSU-Cascades and their environmental consultant team will comprise the bulk of the initial Preliminary Services Sum as defined in the Design-Build Agreement. This Preliminary Services Sum proposal will be requested of the short-listed firms and help to inform the scoring and selection in the second step with further information being provided following the short-listing.

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

MANDATORY PRE-PROPOSAL CONFERENCES & SITE VISIT- A Mandatory informational meeting will be held on January 27, 2026, at 10:30 AM PT on campus (1500 SW Chandler Ave – Bend, OR) in the Ray Hall 202 Boardroom followed by a site visit.

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

1.2 Background. Founded in 1868 as Oregon’s land grant institution, OSU serves the state, the nation and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only four land, sea, space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement. In 2013, the Oregon Legislature allocated the first phase of capital to build an OSU campus in Bend, offering a range of undergraduate and graduate degrees.

Oregon State University - Cascades in Bend, Oregon is located within the traditional homelands of the Wasq'u (Wasco) and Tana'nma (Warm Springs) people who legally retain customary hunting, fishing and gathering rights to the region, and who have been stewards of this land since time immemorial. Numu (Paiute) peoples were forcibly relocated to this region from the area of Lake, Harney, and Malheur counties in Oregon. Today, the living descendants of these people are a part of the Confederated Tribes of Warm Springs. It is OSU-Cascades' intent and responsibility to work with tribes to recognize Indigenous rights in the region. Indigenous people are valued, contributing members of the Oregon State community and represent multiple sovereign tribes among students, faculty, staff and alumni.

Oregon State University accepts its responsibility for understanding the continuing impact of that history on these communities. Oregon State is committed — in the spirit of self-reflection, learning, reconciliation, and partnership — to ensure that this institution of higher learning will be of enduring benefit, not only to the state of Oregon, but also to the people on whose ancestral lands it is now located.

The first OSU-Cascades ("OSU-C") building opened in fall 2016 on a 10-acre site adjacent to a former pumice mine (now owned by the university) and a former construction demolition landfill. Through long range development planning ("LRDP") and master planning processes over the next few years that followed, the university had evaluated both the pumice mine and landfill for future campus development and expansion to accommodate up to 5,000 students. In April 2018, after significant planning and remediation/redevelopment investigations, OSU acquired the former Deschutes County Demolition Landfill, a brownfield site, for remediation and redevelopment for future use as the university campus.

The LRDP process included a commitment to sustainably developing a triple Net-Zero campus. Triple Net-Zero means the campus will balance energy use, water consumption, and waste generation with energy generation, water reuse, and material recycling. The LRDP net zero energy plan has been further developed into an energy master plan for the campus allowing each future capital project to leverage the energy study recommendations and design guidelines that will incrementally move the campus along the net zero energy path. The net zero water goal has been further studied, and a subsequent water master plan has been developed as well.

In 2018, the university began the first work to reclaim the pumice mine and remediate the first section of landfill. Over the course of 18 months over 500,000 cubic yards of waste and native earth were moved to fill in the pumice mine and remove waste from the landfill area transforming a once blighted landscape into a college campus with parking, trails, and walk paths. In 2019 OSU started construction on Edward J. Ray Hall ("Ray Hall"), a 50,000 SF net-zero energy ready prototypical mass timber academic building supported by a new open loop geo-exchange. In 2025, OSU completed the Student Success Center, a 17,500 SF Net-zero energy ready mass timber student services and engagement focused building and opened the District Utility Plant 2 (DUP2), the beginning of the campus' 4th generation district energy system. Additionally, OSU completed the Innovation District Phase 1 remediation and infrastructure project which now includes 11 acres of developable land for the first 5 Innovation District Buildings and new roads, utilities, stormwater facilities and pathways.

OSU-C is now ready to move forward with the third phase of remediation, redevelopment, and civil construction that will open up the middle of campus. OSU-C's concept for this work involves minimizing offsite haul of waste and import of material by reusing the soil that can be harvested

from the waste. Additionally, OSU-C will harvest native soil from the site and use a common fill as the bottom of the landfill is brought back up to elevation.

The area in which this next phase of remediation and redevelopment will occur contains landfill waste. The area is owned by OSU but is “operated” as a closed landfill by Deschutes County Solid Waste under a solid waste disposal permit issued by the Oregon Department of Environmental Quality (DEQ). That permit authorizes OSU to redevelop the area consistent with and pursuant to a separate agreement with DEQ contained in the 2018 Consent Judgement Prospective Purchaser Agreement (Exhibit 2) that OSU negotiated with DEQ. The Consent Judgement outlines the general requirements for remediation as approved by the DEQ. The pumice mine has been reclaimed pursuant to DOGAMI requirements but the operating permit for the pumice mine is still in place. Finishing the work in the bottom of the pumice mine by bringing up the elevation is one key goal of this project.

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

1.4 Summary of Work. Although, the services within this contract will include but are not limited to civil design, survey, contamination abatement, pyrolysis specialist (as needed), geotechnical design/observation (contracted under the General Contractor), landfill waste removal from Cell 2 (“Area 2” and “Cell 2” are interchangeable names), sorting of waste for reclaimed soil, finish filling in the pumice mine and finally build out roadways, utilities, and other infrastructure to support the development of the site. This work will be led by a civil construction services general contractor and OSU-C is seeking to begin this team with only the civil construction services general contractor. Then the selected general contractor will lead a solicitation to select their design firm and subconsultants to complete their DB team.

1.5 Scope of Services.

1.5.1 Project Team Behavior

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

1.5.1.2 OSU is seeking a team with whom we can partner to develop the ultimate solutions for this Project. The combination of DB team (inclusive of design professional, consultants and contractor) ideas with early trade partner input is a powerful tool in project delivery and we intend to incorporate all the value we can from these creative groups. OSU has selected a master environmental consultant, Maul Foster & Alongi (MFA) out of Portland, Oregon. It is OSU’s intent that MFA will provide all environmental consulting and monitoring support for the Project. Additional details about MFA’s scope of work with OSU can be found in Exhibit 13.

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

Contract Execution for Prelim Services 1	April 24, 2026
Preliminary Evaluation of Project Criteria	May 8, 2026
Preliminary Services 2 Design Execution	June 19, 2026
Final Design Report Submission to DEQ	July 3, 2026
Final Design Report Approval by DEQ	July 31, 2026
Begin Construction Phase Services (GMP 1)	August 3, 2026
Begin Construction Phase Services (GMP 2)	November 9, 2026
Begin Construction Phase Services (GMP 3)	July 9, 2027
Substantial Completion	February 2028
Final Completion	April 2028

1.5.3 Project description and goals are generally described below:

1.5.3.1 The Project will involve execution of the following activities, pursuant to the Consent Judgement Document (see Exhibit 2), as outlined below: (Scope assignments to Preliminary Service and each GMP are estimates and are subject to change.) Additionally, the timing of each scope or GMP will be subject to funding availability.

- (a) **Preliminary Service 1** anticipated scopes: The General Contractor will work with OSU to refine and execute their design-build partner procurement process that is submitted in Step 2 of this RFP; collaborate with the owner and environmental consultant team to survey the site and further develop the documentation for the overall approach to the Project (see first draft design and specs submitted to DEQ in May 2025 in Exhibit 12). This work will include but is not limited to further developing the required DEQ work plans for the overall project; developing plans for low likelihood but possible scenarios such as handling any unauthorized waste, high temperature waste, asbestos containing materials (ACM); and considerations for site laydown work areas, mass excavation and haul routes in the different areas. Lastly, any job site specific safety training (HAZWOPR, Landfill Fire Training, etc.) for crews should also occur during this phase in preparation for the upcoming construction work.
- (b) **Preliminary Service 2** anticipated scopes: onboarding of the selected design partner, kickoff of the design and permitting of the roads and utilities for Bowl Road, Metolius Drive and Innovation Way to connect to the OSU-C Campus infrastructure and possible new roundabout design at the intersection of the 3 roads mentioned above. Finally, the team will plan the approach to the City of Bend permitting process and design scope for the infrastructure that will be built within budget. Possible utilities and infrastructure may include but are not limited to: Reclaimed water, domestic water, natural gas, power, data, low temp hot water and cooling water lines, condenser line, ground water lines, gravity and pumped sewer and supporting pump station, storm water facilities and conveyance and final landscaping.
- (c) **GMP 1** anticipated scopes: excavation of cover soil from Landfill Area 3 to be stockpiled for reuse as cover soil and/or mixed with the Reclaimed Soil.

Excavation from the west side of the OSU-C Campus Common Fill Borrow Area down to the necessary rough grades to gather enough Common Fill¹ material to bring the bottom of the Cell 2² area up to rough final elevation and create enough air space for cell 2 waste placement. Excavation unconsolidated fill at the SW corner of the Pumice Mine (see Exhibit 17) and reconditioning for haul and placement west of the MFZ in the Pumice Mine or Cell 2.

(d) **GMP 2** anticipated scopes: excavation of cover soil, waste and unconsolidated fill from the Deschutes County Construction and Demolition Landfill Area 2 down to uncontaminated native soil. Sorting of excavated waste using a trommel or other mutually agreed adequate device to separate the Screened Waste³ from the Reclaimed Soil⁴ while minimizing the organic content of the Reclaimed Soil. Compacted placement of Screened Waste in Cell 3 to meet rough finish elevations, completing with compacted cover soil cap to meet requirements in Contamination Management Documents (e.g., as required in Exhibit 2). Moisture conditioning and compacted placement of Reclaimed Soil in the bottom of the pumice mine to bring this area up to the rough finish elevations. Moisture conditioning and compacted placement of Common Fill to bring the bottom of the Cell 2 Remediation area back up to rough finish elevations.

(e) **GMP 3** anticipated scopes: Construction of the roads, and utilities for Bowl Road, Metolius Drive and Innovation Way and possible construction of a new roundabout at the intersection of the 3 roads mentioned above to connect to the OSU-C Campus infrastructure.

1.6 Budget. The design and construction budget for the Project is currently estimated to be \$35,000,000. This budget includes all civil, site and geotechnical design and construction costs including materials and labor costs, escalation, the Design Builder fee, general conditions costs, reimbursable expenses, payment and performance bonds and the Design Builder contingency.

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

1.8 Design Build Methodology. OSU intends for the initial contract to include preliminary services proposal 1, as described above, with preliminary services proposal 2, and construction services being added via a Pricing Amendment for Early Work and/or a GMP Amendment. **OSU anticipates utilizing 3 GMP Amendments for this project.**

1.9 Federal Funding. OSU is pursuing financing and/or funding avenues through the following:

- Business Oregon Brownfields Programs (<https://www.oregon.gov/biz/programs/Brownfields/Pages/default.aspx>)
- US Environmental Protection Agency Brownfield Clean Up Program (<https://www.epa.gov/brownfields/brownfields-cleanup-grants>)

¹ As referred to in the Exhibit 2

² As referred to in the Exhibit 2

³ As referred to in the Exhibit 2

⁴ As referred to in the Exhibit 2

In optimistic anticipation of these financing options being awarded to OSU, OSU is choosing to follow the appropriate procurement standards associated with federally funded projects, including Uniform Guidance and Build America, Buy America (BABA). **Section 8.9** below contains the required federal funding flow down provisions.

2.0 RFP SCHEDULE

Issue Date	January 21, 2026
Mandatory In-Person Informational Meeting & Site visit	January 27, 2026, at 10:30 AM PT
Question Deadline	February 3, 2026, 12:00 PM PT
Final Addendum Issuance (if necessary)	By February 6, 2026
Step 1 Proposal Due Date/Time	February 12, 2026, 2:00 PM PT
Notification of Finalists	February 20, 2026
Deadline for Proprietary Q/A Questions	March 2, 2026 by 12:00 PM PT
In-Person Proprietary Q/A	March 10, 2026
Final RFP Response Due	March 20, 2026, 2:00 PM PT
Optional Interviews (if applicable)	Week of April 6, 2026
Estimated Notice of Intent to Award to the GC	By April 10, 2026

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

Estimated Contract execution	By May 8, 2026
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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 an offeror 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 Offerors 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 Offeror 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 response 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 response 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 response, material designated as confidential shall accompany the response, 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-Build (D-B) 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) & FEDERAL DAVIS-BACON PREVAILING WAGES

The Oregon BOLI Prevailing Wage Rates applicable to this Project are the rates in effect at the time the contract enters the construction phase through the execution of the first Pricing Amendment for Early Work, Lump Sum or Guaranteed Maximum Price (GMP). Those rates will then apply throughout the Project.

BOLI wage rates are available here: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

In compliance with federal Davis-Bacon Prevailing Wage requirements, the following is included in this RFP as Exhibit 9 and will be incorporated into the resulting contract:

- Department of Labor General Decision Number: OR20260055 1/2/2026

NOTE: ORS 279C.838 requires the higher of either the State of Oregon prevailing wage rates or Federal Davis-Bacon rates to be paid to workers on non-residential projects in Oregon.

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 Mandatory Pre-Proposal Conference and Site Visit.

7.2.1 The Mandatory Pre-Proposal Conference and site visit will be in-person.

The Offeror must attend the mandatory Pre-proposal Conference, which will be administered in-person. Responses will not be accepted from those firms who have not had a representative attend the Mandatory Pre-proposal Conference. Prime Offerors will be required to check in and provide their name, firm name, and email address to the **Contract Administrator** at the beginning of the Pre-proposal Conference. Attendance will be documented by OSU. Offerors 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 response rejected.

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 Response 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 responses must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any response 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 Offerors 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 Response Submission Requirements.

7.4.1 Your response must be contained in a document not to exceed **TWENTY (20)** 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 response. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a **Transmittal/Cover 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 response 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 response 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 response should be presented in standard business font size, and reasonable margins.

7.4.5 OSU may reject any response 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 responses that require OSU to pay the cost of production or delivery.

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

7.4.8 Each response shall be emailed to bids@oregonstate.edu. Responses 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 responses received at this email

address by the Due Date/Time shall be considered responsive. Responses submitted directly to the **Contract Administrator** will NOT be considered responsive. It is highly recommended that the offeror confirms receipt of the email with the **Contract Administrator**. 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 response, or address the overall responsiveness.

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 responses and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.

7.5.3 OSU reserves the right, in its sole discretion, to reject any Proposal determined to be mathematically or materially unbalanced (or both).

7.5.3.1 *Mathematically Unbalanced:* A Proposal may be considered mathematically unbalanced if pricing for any portion of the work—including but not limited to preconstruction services, preliminary services, or other phases—is not fair or reasonable. Costs should reflect a fair, proportionate, and reasonable allocation of anticipated profit, overhead, an allowance for contingencies as necessary, and other indirect costs. Considering the complexity of the transaction, OSU may use a variety of factors and analytical tools to assess if a Proposal is unbalanced. For example, a Proposal that is mathematically unbalanced may significantly overstate or understate costs relative to the Proposer's reasonable and supportable actual costs; may not reflect published or market pricing data; may not fully respond to the specifications; may stage work in a manner that does not reflect the amount of work completed; may include work that could result in quality shortfalls; may not allow for availability of supplies and materials; or other similar factors. Cost framework and breakdown, including discounts, price model and funding source, may also be relevant in assessing if a Proposal is mathematically unbalanced.

7.5.3.2 *Materially Unbalanced:* A materially unbalanced Proposal refers to pricing that may appear favorable in part but could result in higher overall costs or risks to the Owner. This includes Proposals that raise concerns about whether they will ultimately result in the lowest cost or best value.

7.5.3.3 It is the Proposer's responsibility to provide accurate and supportable cost and pricing estimates for each deliverable portion of work. Should a Proposer misrepresent or falsify Proposal estimates—whether to influence scoring or for any other purpose —, the Proposal may be rejected as non-responsible. In addition, the Proposer may also be subject to other

consequences in accordance with applicable University ethics and procurement standards, including but not limited to a finding that the Proposer does not demonstrate a satisfactory record of integrity which would be considered in future solicitations or termination of current Owner contracts.

7.5.3.4 The Owner's determination of whether a Proposal is unbalanced shall be conclusive for purposes of the procurement evaluation and shall be applied in accordance with University standards, policies, and applicable law.

7.6 Withdrawal of Solicitation Response.

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

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

7.7 Evaluation Process. The written response to this RFP is the first in a **TWO-STEP** process in the selection of a Design-Build team for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee (Step 1) with the top scoring firms being invited to advance to Step 2 which will include the submission of a Project Execution Plan and Compensation Plan with Proprietary Discussions and Optional Interviews and additional Reference Checks.

Following completion of the 2nd Step, 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 throughout the 2nd step in the process. Upon completion of final scoring, negotiations may commence in accordance with OSU Standards.

Final scoring of the 2nd Step will be **separate and not cumulative** from Step 1.

7.8 STEP 1 - Evaluation Criteria. The following items constitute the evaluation criteria for the selection committee to score responses in Step 1. For ease in reviewing, provide clear delineation between each of the following criteria:

7.8.1 Cover Letter (10 points)

Include a transmittal/cover letter as described in 7.4.2. Utilize this cover letter to introduce your firm. Explain your firms history, target markets, Central Oregon experience and reason for interest in this project.

7.8.2 Experience with Similar Projects and Delivery Method (30 points)

7.8.2.1 Provide your team's previous experience with mass earthwork, grading, and civil construction projects. Expand on the features and challenges of those projects and explain the lessons you learned that you feel will maximize success on this Project.

7.8.2.2 Provide a brief description of your firm's history with Progressive Design Build contracting and/or collaborative project delivery. Previous experience is not required but is desirable. Explain the approach that was taken regarding the level of collaboration and integration of the subconsultants and owner. Provide background of the project, hurdles that were encountered, how they were overcome and how the collaboration of the team supported the project goals, budget and schedule.

7.8.3 **Design Build Plan and Key Personnel (45 Points)** OSU believes relationships are a key aspect of collaborative project delivery and is seeking to understand how this team (the specific key people proposed by the General Contractor) has successfully delivered similar highly integrated projects in the past (this section to be evaluated in Step 1 of this RFP):

7.8.3.1 Provide an organizational chart for this Project identifying the Pre-Construction Manager, Project Estimator, Project Manager, and Superintendent.. For each of those individuals identify their previous experience in those roles, their experience on collaborative projects and projects where the different personnel have previously worked together.

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

7.8.3.4 A highly cohesive team built on trust increases the speed of decision making, identifies and reduces risk more effectively and increases value and realization of project goals. How do you propose to transform a disparate set of people into a high performing team that is comfortable having difficult conversations that reduce risk and maximize value?

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

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

7.8.4.2 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/sub-consultants needing or requesting such services.

The DB team will be expected to perform the Work according to the means and methods described in the workforce plan described in its Proposal, unless changes are requested and approved in writing in advance by OSU or are required by

applicable laws, ordinances, codes, regulations, rules or standards.

7.9 Point Summary Table – Step 1

Criteria	Point Value
Cover Letter	10 Points
Experience with Similar Projects and Delivery Method	30 Points
Design Build Plan and Key Personnel	45 Points
Workforce Diversity Plan	15 Points

7.10 STEP 2 – Evaluation Criteria

The following items constitute an outline of the evaluation criteria for the selection committee to score responses in Step 2 with further information being provided following the short-listing. Proprietary Discussions will take place with the short-listed firms in advance of the due date for Step 2 responses:

- Project Execution Plan
- Compensation Proposal to include Preliminary Services Sum Proposal #1
- Lump Sum Design-Builder Fee
- Domestic Preference Submittal
- Optional Interviews
- Optional Additional Reference Checks

7.11 Point Summary Table – Step 2

Criteria	Point Value
Project Execution Plan	50 Points
Compensation Proposal	25 Points
Preliminary Services 1 Sum Proposal	10 Points
Optional Interviews	15 Points
Optional Reference Checks	10 Points

7.12 Equity Contracting. OSU will require the successful Offeror 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.

7.13 Negotiations.

7.13.1 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.

7.13.2 Pursuant to Section 7.4.3, any/all exceptions to the Term and Conditions included in the Sample Agreement shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.13.3 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.

7.13.4 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.

7.13.5 Due to the potential for federal funding, Uniform Guidance requires profit and overhead to be negotiated separately. As such, further negotiations of the Lump Sum Design Builder Fee may be necessary.

7.13.6 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 Offerors financial responsibility to perform the anticipated services. Submission of a response will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Offerors, 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 response.

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 rejection.

8.2 Project Termination.

8.2.1 OSU reserves the right to terminate the Project or contract during any phase in the Project.

8.2.2 Should the Agreement be terminated prior to the first Lump Sum/GMP Amendment, OSU reserves the right to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and policies, including negotiating with the next highest scoring Offeror(s).

8.3 Insurance Provisions. During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the contract.

8.4 Nondiscrimination. By submission of a response, the Offeror certifies under penalty of perjury that the Offeror 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. Offeror 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.

8.6.4 Apprenticeship Requirements. The Offeror will be required to employ apprentices (as that term is defined in ORS 660.010) to perform twelve percent (12%) or more of the work hours that workers in apprenticeable occupations (as that term is defined in ORS 660.010) perform; and (ii) require in each subcontract with a value of \$750,000 or more that the Subcontractor employ apprentices to perform twelve percent (12%) or more of the work hours that workers in apprenticeable occupations perform on the subcontract. Additional apprenticeship requirements are provided in the Sample Contract.

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 Communication Blackout.

Notwithstanding the Pre-Proposal Conference, Presentation/Interview and Proprietary Meeting (as applicable), all communication, whether written or verbal, regarding any aspect of this RFP shall be directed at the Contract Administrator, the Chief Procurement Officer or designated member of Procurement, Contracts, and Materials Management (PCMM). Proposers are strictly prohibited from communicating with any other OSU employee, agent, or representative concerning the content, evaluation, or process of this RFP at any time during the solicitation process. Any such unauthorized communication may result in rejection of the Proposal as non-responsive.

8.9 Execution of Agreement.

- 8.9.1** The Offeror 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.

- 8.9.2 Work Commencement.** Work shall commence upon execution of a Contract with the selected Offeror unless otherwise stated in the award notification or Contract.

8.10 Federal Funding Flow Down Requirements.

- 8.10.1** 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."

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

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

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

8.10.5 Compliance with the *Rights to Inventions Made Under a Contract or Agreement*, Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

8.10.7 Compliance with the *Byrd Anti-Lobbying Amendment* ([31 U.S.C. 1352](#)).

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

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

9.0 EXHIBITS

Exhibits can be found here: <https://oregonstate.box.com/s/0q42lbyf3479hxh3strk1ibuopd62mce>:

- Exhibit 1 – Purchase and Sale Agreement
- Exhibit 2 – Consent Judgement
- Exhibit 3 – Historical Site Aerial Images
- Exhibit 4 – OSU-C Site Reclamation and Remediation Phase 1 Completion Report, Maul Foster Alongi, dated July 31, 2020
- Exhibit 5 – OSU-C Site Reclamation and Remediation Phase 2 Completion Report, Maul Foster Alongi, dated April 1, 2025
- Exhibit 6 – RESERVED
- Exhibit 7 – RESERVED
- Exhibit 8 – Sample DB Agreement
- Exhibit 9 – General Decision Number: OR20260055 (1/2/2026)
- Exhibit 10 – Domestic Preference Form
- Exhibit 11 – Previous Plans and Current Site Conditions in a Folder (for Phase 1 and IDR1)
- Exhibit 12 – MFA Phase 3 Design Report to DEQ dated May 30, 2025
- Exhibit 13 – Maul Foster Alongi (MFA) Scope, Authorities and Responsibilities
- Exhibit 14 – Subsurface Condition Assessment
- Exhibit 15 - Waste Handling and Management Narrative
- Exhibit 16 - GPR Data Preliminary Findings
- Exhibit 17 - GRI Pumice Mine and Area 2 and 3 Waste Line Test Pits
- Exhibit 18 - Landfill Fire Training Presentation

END OF RFP