

**OREGON STATE UNIVERSITY
ATHLETIC FACILITY LED UPGRADES
REQUEST FOR PROPOSALS (RFP)**

RFP INSTRUCTIONS

DATE OF ISSUE: October 20, 2017

RFP # 191010

**TITLE: Oregon State University- Athletic Facility Upgrades
ISSUED BY: Anthony James Partners (AJP)**

OFFERS WILL BE RECEIVED UNTIL THE CLOSING DATE AND TIME INDICATED IN SECTION 1.9.E. OF THIS DOCUMENT FOR FURNISHING THE PRODUCTS AND SERVICES DESCRIBED HEREIN. OFFERS TO BE RETURNED AS SEALED BIDS AND OFFERS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

All inquiries for information should be directed to: Frank Moraski, Anthony James Partners, LLC. as acting representative for Oregon State University. Phone 914.441.6606 or Email frankm@anthonyjamespartners.com

The undersigned offers and agrees to furnish the goods/services in accordance with the attached Offer and as mutually agreed upon by subsequent negotiation.

The undersigned further certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, and, that Bidder, as a part of its response, has not discriminated against minority, women, or emerging small business enterprises in obtaining any required sub-contracts.

Bidder: _____	Date: _____
_____	Name: _____
_____	Title: _____
_____ Zip Code _____	Phone: _____
Fed ID No: _____	Fax: _____
Email: _____	Signature: _____

1. SECTION 00 1000 – RFP INSTRUCTIONS

1.1 INTRODUCTION

The Request for Proposal (RFP) represents the minimum requirements to furnish a complete turnkey package as described in this RFP.

"The Contractor will provide the Work described in this Solicitation Document on a 'turnkey basis'. Work covered by this Contract includes, unless otherwise indicated, the manufacture, supply, delivery, labor and testing of all equipment and materials necessary to operate all video displays and control systems as described in Contract Documents, and more particularly in the Specifications to the Contract."

Bidders responding to this RFP must provide pricing for a complete turnkey installation, including pricing for the provision and installation of all items necessary to provide finished and fully operational systems. Materials or equipment required for the provision and installation of such a system, not expressly addressed in this RFP, is understood to be the responsibility of the Bidder.

1.2 GENERAL DESCRIPTION

The Contractor shall provide a complete, workable and operational system including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, permits and bonds to engineer, manufacture and install a fully integrated and operational Ribbon Board Display(s), including all noted peripheral elements highlighted by the following sections:

- A. Gill Coliseum
 - 1. LED Center Hung and Hoist
 - 2. Courtside LED
- B. Reser Stadium
 - 1. East Grandstand LED Ribbon Display
- C. Softball Complex
 - 1. LED Video Display and Scoreboard

1.3 DEFINITIONS

- A. "Bidder" shall mean each vendor that has received the RFP and will be providing an Offer on the project.
- B. "Contractor" shall mean the Bidder that has been selected to provide products or services or both to Owner.
- C. "Owner" and "Purchaser" shall mean Oregon State University (OSU).
- D. "Code Authority having Jurisdiction" shall mean the office or Agency responsible for assuring the Work's compliance with the Building Code within the State of Oregon.
- E. "Contract" shall mean the Public Improvement Contract entered into between Oregon State University and Contractor following the award of the Offer with respect to this project as set forth in Section 1.11.
- F. "General Conditions" shall mean the Oregon State University General Conditions for Public Improvement Contracts dated June 30, 2017. Except as expressly defined herein, or elsewhere in the Contract, all capitalized terms shall have the meaning set forth in Section A of the Oregon State University General Conditions for Public Improvement Contracts, June 30, 2017.

1.4 SITE VISITS

- A. A mandatory pre-Offer site visit/walk through will be held at the day and time indicated in Section 1.8.B. Meet at Gill Coliseum room 110.
 - 1. A representative of each Bidder's firm is required to attend.
 - 2. The pre-Offer site visit/walk will be the Bidder's main opportunity to discuss the project with the Owner. Bidder's shall examine the site and take note of all conditions affecting the conduct and completion of the Work.

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3. Offers will not be accepted from Bidders who have not had a representative attend the mandatory pre-Offer site visit/walk through.
 4. Attendance will be documented through a sign-in sheet prepared by the Owner. Representatives of a Bidder who arrive more than five (5) minutes after the start time of the meeting (as stated in this RFP and by the Owner's watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit an Offer in response to this RFP.
- B. The Bidder may make a request to Owner to have additional access to the site after the mandatory pre-Offer site visit.
- C. The Owner will not be responsible for any loss or unanticipated costs which may arise as a result of Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the Work and the character of the Work required.
- D. Bidders are clearly advised that any drawings, plans and charts describing aspects of the site provided as part of this document are not to be considered as definitive or as a substitute for any information which would otherwise be obtained by the Bidder during a formal site inspection.
1. No statement made by any officer, agent, or employee of the Owner in relation to the physical conditions pertaining to the Work site or quality, quantity, and supply of materials will be binding on the Owner, unless included in writing in this RFP or an Addendum.

1.5 OFFERS SHALL BE SENT TO:

Eight (8) hard copies and an electronic copy on a thumb drive to:

Brooke Davison
Oregon State University
Construction Contract Administration
644 SW 13th Ave.
Corvallis, OR 97333

Telephone, facsimile, or electronically transmitted submittals will not be accepted by the Owner.

An electronic copy to:

Frank Moraski
Anthony James Partners
3900 Westerre Parkway
Richmond VA 23233
frankm@anthonyjamespartners.com

Offers received after the closing date and time at both submittal locations, will not be considered. If an Offer arrives at one of the two locations listed above, after the closing date and time, the entire Offer will be considered late and will not be considered.

1.6 GENERAL

- A. Offers must be received at the above address by the date and time indicated in Section 1.8.E.
- B. Proprietary Information - All material submitted becomes the property of the Owner, and will be returned only at their option. Offers submitted become the property of the Owner and may be reviewed and evaluated by any person at the discretion of the Owner. The Owner have the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the Offer does not affect this right. Information provided by the Owner to the requesting Bidder for the purpose of providing a response to the RFP is the property of the Owner.
1. The Owner will retain this RFP and one copy of each original Offer received, together with 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 the Owner have announced its intent to award a Contract. If a response contains any information that is considered a trade secret under ORS 192.501(2), Bidder must mark each trade secret with the following legend: **"This data constitutes a trade secret under**

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ORS 195.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192.”

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.”
 - a. Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend on official or judicial determination made pursuant to the Public Records Law.
 - b. 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, models 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 response marked as a trade secret in its entirety shall be considered non-responsive and shall be rejected.
- C. Offer Validity - Offers must be valid through January 31, 2017.
- D. Bidder's response to this RFP and this RFP shall become part of the final Contract with the Owner.
- E. Bidders must bid on the complete package including all required equipment, installation and functional connection of all equipment as described in this document. An Offer submitted in response to this RFP signifies the Bidder agrees to sell to Purchaser the indicated products, in whole or in part, at the sole discretion of Purchaser.
- F. It shall be the Bidder's responsibility to research the facility's event schedule to ensure there are no scheduling conflicts regarding installation of the display components. Bidders are required to provide a proposed project schedule to determine if work will be required on weekends or if extended shifts will be required. The Bidder will not be allowed to increase their costs because of the Bidder's failure to research this aspect of their bid.
- G. Change Orders will not be accepted for errors in estimating the cost of the project. It is the responsibility of the Bidder to confirm the existing structural, electrical and data conditions. Bidders are required to view on-site conditions prior to submitting an Offer.
- H. The RFP shall act as a description of the minimum display system desired by the Owner and Bidders are required to provide a solution for the base Offer. Bidders are encouraged to offer viable alternatives.

1.7 OFFER SUBMISSIONS

- A. This RFP selection process will be conducted pursuant to the terms of this RFQ and OSU Standard 580-063-0020, relating to the selection and retention of a contractor.
- B. The following items must be submitted in the Offer
 1. Eight (8) hard copies and two (2) electronic copies of the Offer.
 2. Introductory letter with contact information, including email clearly labeled.
 3. Completed Excel Bid Form submitted as an Excel file.
 4. Fully executed copy of the first page of this RFP.
 5. Bidder's Qualifications.
 6. A complete list of references for similar installations performed in the past three (3) years with name of facility, photo of installation, contact name, title, address and direct phone number.
 7. A formal list of intended Subcontractors and suppliers, including State of business, and estimated dollar amount. Where appropriate local Subcontractors are encouraged by Owner. Include Subcontractor's State of Oregon Construction Contractors Board (CCB) license number.
 8. Equipment List.
 9. Proposed Equipment Drawings/Renderings/Cut Sheets

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10. Product cut sheets and technical data for each display item proposed.
11. Overall dimensions of proposed display components. Active area and visual opening dimensions of each display(s).
12. Maximum weight of display components and structure for each application.
13. Power requirement of display component for each application and total consumption @ 100% and 50% brightness. Provide consumption as required number of amps at 208V 3Ph
14. Warranty information for each application.
15. Services provided as part of the required two (2) year parts and labor warranty.
16. Spare Parts Lists: List to include spare parts that will be included for each display.
17. Letter of Surety from Bidder's bonding agent, stating ability to provide a 100% payment and performance bond if they are the successful Bidder.
18. Price and associated data must be provided on pricing sheet supplied with this RFP.
19. Proposed timeline/schedule for completing the Work (Gantt chart format).

1.8 BIDDER QUALIFICATIONS

- A. Owner seeks to contract with a Bidder for the full performance of the Work as described in this RFP. In an effort to ensure the awarded Bidder has the long-term interests of Owner in mind, the following shall be required in order to submit an Offer for this project. Failure to submit acceptable responses to all of these requirements shall eliminate a Bidder from consideration. The Owner, in its sole discretion, shall reserve the right to waive any or all of the requirements listed below.
1. Bidder shall provide a list of a minimum of five (5) facilities (facility, contact name, title, address and current phone number) where the Bidder has provided equipment and services of equivalent brand, size and scope within the last three (3) years.
 2. Bidder shall provide a minimum of one (1) facility (facility, contact name, title, address and current phone number) where the Bidder has provided equipment and services of equivalent brand, size and scope that is at least five (5) years old.
 3. Bidder shall be required to provide a Letter of Surety from their bonding agent, stating their ability to provide a 100% payment and performance bond if they are the awarded Bidder.
 4. Bidder shall have a direct service employee or certified contractor capable of providing maintenance response with-in 2 hours of a call for service.

1.9 PROJECT SCHEDULE SUMMARY -TBD

- | | |
|--------------------------------|--|
| A. Issue RFP to vendors: | October 20, 2017 |
| B. Pre-Offer Meeting: | October 25, 2017 10 am at Gill Coliseum, room 110. |
| C. Bidder Inquiry Deadline: | October 31, 2017 |
| D. Issue Answers to Inquiries: | November 2, 1017 |
| E. Bidder RFP Response Due: | November 17, 2017 1pm PST |
| F. Bidder Interviews: | November 28, 2017 |
| G. Best and Final Offers: | December 1, 2017 |

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- H. Anticipated Award Date: December 5, 2017
- I. Estimated Contract Execution Date: December 21, 2017
- J. Substantial Completion Date: April 30, 2018

1.10 OFFER EVALUATION

- A. The following criteria will be used in ranking each of the firms. The selection committee will consider all criteria in performing a comprehensive evaluation of the Offer.
 - 1. **Cost. 30 Points.** The contractor's proposal, inclusive of accepted alternates will be scored in accordance with the following formula: *Lowest Cost Offer divided by Cost Offer, multiplied by criteria points available. [(LCP/CP) Points = Score]* The lowest cost Offer shall receive full points for this criterion.
 - 2. **Schedule. 10 Points.** The Contractor's schedule will be evaluated as to how well it meets the objectives of the project. Unless other objectives are stated, the shorter the construction duration that is evaluated to be feasible while maintaining safety and quality in conformance with the construction documents is preferred.
 - 3. **Contractor Experience and References. 15 Points.** Contractors are required to provide the minimum number of references for projects of similar size and scope as stated in the Bidders Qualifications Section. The selection team will evaluate the experience based on the provided information and any feedback received from communication with the references.
 - 4. **Strength of Contractor's Team and Project Management Approach. 10 Points.** Based on the statements of qualifications, the interview, and management plan, the selection team shall evaluate the expertise and experience of the construction firm the project manager and the superintendent as it relates to this project in size, complexity, quality and duration. Consideration will also be given to the portions of the project that the contractor will self-perform and the strength brought to the team by critical subcontractors including how they were selected and the success the contractor has had in working with them.
 - 5. **Service and Warranty Approach. 5 Points.** The selection team will evaluate where replacement parts are shipped from, the local support team, extended warranties past what is required per specification and the response times for warranty work.
 - 6. **Product Quality and Conformance to Specification. 20 Points**
 - 7. **Workforce Diversity Plan 10 Points**

Total Points Possible: 100 Points

1.11 OFFER REJECTION

- A. Owner reserves the right to reject and/or negotiate any or all Offers on a non-exclusive basis. The lowest bid price will not necessarily be accepted as the "winning" Offer.
- B. Owner may reject or accept, at its sole option, any incomplete or incorrect Offer.
- C. Owner reserves the right to waive minor informalities.
- D. Due to the unique nature of the equipment and Work described herein, objective comparisons may not be possible and Owner reserves the right, at its sole and absolute discretion to determine the compliance of any

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Offer with the requirements set out herein or any accompanying documents or the merits of one Offer over another.

- E. Owner may, at its option, disclose all or some of the contents of the Bids or other information provided by any Bidder to some or all of the Bidders as part of Owner's evaluation of the merits of the Bids submitted and its negotiations relating to same.
- F. Owner reserves the right to:
 - 1. Cancel this process at any time prior to its execution of a definitive Contract and such cancellation will be without any Owner liability.
 - 2. Make all decisions regarding this Offer, including, without limitation, the right to accept, reject, or negotiate changes to any of the products or terms outlined herein.
 - 3. Award the Offer as a whole or in part based on unit pricing provided on bid form.
 - 4. Award sections of the Offer to separate Bidders.
 - 5. To reject any or all Offers received.

1.12 CONTRACT FORM

- A. The Bidder is advised that this RFP is made-up of information that will be incorporated in whole or part, into the Contract, which will be executed between Owner and the selected Bidder.
- B. This RFP document, in its entirety, may be superseded by such Contract.
- C. The terms of any Contract will be subject to the approval of Owner, in its sole discretion.
- D. A Contract, when fully executed, shall comprise a set of General Conditions, Public Improvement Supplemental General Conditions, Functional Specifications and a complete Scope of Work, and any other Schedules as may be required to fully describe the Work under the Contract.

1.13 COMPLIANCE

- A. The Bidder is required to carefully review all of the components of this RFP in its entirety.
- B. Unless the Bidder specifically cites, in writing, where they are "Not Compliant" it shall be deemed that the Bidder understands, agrees to and accepts all matters.
- C. In a case of non-compliance, the Bidder is to indicate all relevant qualifications or alternatives, which Bidder wishes Owner to consider.

1.14 CONSTRUCTION SAFETY

- A. The Contractor shall comply at all times with Applicable Laws and the rules and regulations established by the Code Authority Having Jurisdiction and the Owner, regarding the conduct of work at the site, including, without limitation the policies regarding workplace safety.
- B. Contractor acknowledges that neither it nor any person under its employ is covered by the Owner's workers' compensation insurance and represents to Owner that it has in effect and will continue to carry its own such insurance.
- C. Contractor must have all plans stamped by a State of Oregon certified professional structural and electrical engineer and approved by the Owner.

1.15 DELIVERY, STORAGE AND SECURITY

- A. The Contractor shall deliver to the site all system components and related materials at its own expense.
- B. The Contractor shall receive, unload, uncrate, assemble, and transport each component to its desired location for installation and install the system on-site in accordance with on-site regulations.
- C. The Owner will not accept or receive any Contractor equipment or materials delivered to the site.
- D. The Contractor will be responsible for the clean - up and disposal of all packaging materials and debris.

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- E. The Contractor is responsible for providing any temporary on-site storage for equipment and materials.
- F. Owner is not responsible for security or insurance related to said equipment or materials.
- G. Any temporary storage requirements must be coordinated with the Owner.

1.16 PREVAILING WAGES

- A. In compliance with Oregon Prevailing Wage Law, the following is incorporated into this RFP:
 - 1. The Contractor and all Subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates as outlined in Sections C.1 and C.2 of the General Conditions. This RFP and the resulting Contract are subject to the following BOLI wage rate requirements, which are incorporated herein by reference:
 - a. October 1, 2017 Amendments to PWR Apprenticeship Rates
 - b. July 1, 2017 PWR Apprenticeship Rates
 - c. October 1, 2017 Amendments
 - d. July 1, 2017 Prevailing Wage Rates for Public Works Contracts in Oregon
 - e. January 1, 2016 Definitions of Covered Occupations for Public Works Contracts in Oregon
 - 2. These BOLI wage rates are available online at:
http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml

1.17 NO PROMOTION OR ADVERTISING BY CONTRACTOR.

- A. The Contractor shall not display its trademarks or insignia upon any of the Equipment.
- B. The Contractor shall not name the equipment or the fact that the equipment is installed at the site in any part of its promotion or advertising of the Contractor's business (including, without limitation, any statement that it has supplied the equipment or maintains same) without the consent of the Owner, which consent may be withheld by the Owner in its sole and absolute discretion.

1.18 TERMS & CONDITIONS

- A. At no time, including, without limitation, upon substantial performance and when title to the equipment passes to Owner, will the Owner be liable for the payment of any royalties, license or other fees to the Contractor or third parties as a result of the Owner's ownership, use or enjoyment of the equipment or resulting from the replacement of broken or worn out parts of the equipment.

1.19 RELATIONSHIP OF THE PARTIES

- A. The relationship between Contractor and Owner is strictly that of an independent contractor. Contractor shall have no authority to enter into any contracts or incur any obligations binding upon Owner.

1.20 NO RELIANCE ON INFORMATION

- A. Unless as otherwise stated, the Owner does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents (or their appendices or schedules) or of any other background or reference information or documents prepared by the Owner or by third parties and which may be made available to Bidders by or through the Owner. Bidders shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Bidders on any and all of such information shall be at the Bidder's sole risk and without recourse against the released parties. Without limiting the generality of the foregoing, any and all use of or reliance upon any information by Bidders shall be and is subject to all express disclaimers of liability provided with the information, as well as all disclaimers of liability in the Contract.
- B. By submitting an Offer, each Bidder acknowledges, represents and warrants that its Offer is based on and relies solely upon the Bidder's own examination, knowledge, information, judgment and investigations and not

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upon any statement, representation or information made, furnished or given by or on behalf of any of the Owner or its directors, officers, employees, consultants or agent, except where expressly made in the body of the RFP (excluding the appendices to the RFP) and warranted in the body of the RFP to be accurate by the Owner for purposes of reliance by the Bidder.

1.21 BIDDER'S SUBCONTRACTORS

- A. Bidders shall ensure that all their Subcontractors, suppliers, manufacturers and sub-consultants, and everyone associated with or related to the foregoing, is subject to and complies with the provisions of this RFP, the Offer and the Contract, as applicable.

1.22 THE OWNER'S RIGHT TO AMEND OR CANCEL RFP

- A. The Owner reserves the right at its sole discretion at any time and for whatever reason, and without liability to the Bidders or anyone else, by addenda to modify, amend or otherwise change, to extend any schedule or time periods specified within, and to suspend, postpone or cancel, the RFP. All such addenda shall be issued by the Owner in writing and shall be expressly identified as an addendum to this RFP.
 - 1. All such addenda shall be made available to all Bidders by publication on the OSU Bid and Business Opportunity website (<https://bid.oregonstate.edu>).
 - 2. It is the responsibility of each Bidder to visit the website and download any addenda to this RFP. 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 information.
- B. The Owner reserves the right to cancel this RFP and issue a new request for proposals for any or all parts of the provision of the Services at its discretion. In such case, the Owner may proceed in such manner as the Owner, at its sole discretion, consider appropriate to obtain the best overall value for the Owner.

1.23 THE OWNER RIGHT TO AMEND OR CANCEL CONTRACT

- A. The Owner is seeking to award a contract to a Contractor to provide a complete, workable and operational system including all labor, equipment, tools, material, engineering, supervision, licenses, insurance, permits and bonds to engineer, manufacture and install a fully integrated and operational ribbon board display(s); however, the Owner reserves the right to terminate the project or Contract during any phase in the project.

1.24 SELECTION PROTESTS

- A. Any Bidder who claims to have been adversely affected or aggrieved by the selection of a competing Bidder will have three (3) Days after the notification of that selection to submit a written protest of the selection to Hanna Emerson, Construction Contracts Manager, at 644 SW 13th Ave., Corvallis, OR 97333. Any such protest must be received by Ms. Emerson no later than three (3) Days after the selection has been made.

1.25 CERTIFICATION OF NONDISCRIMINATION

- A. By submission of the Offer, the Bidder hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of the Bidder, and, that the Bidder, as part of its response, has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

1.26 ENCLOSURES

- A. Sample Public Improvement Contract
- B. OSU General Conditions for Public Improvement Contracts
- C. Supplemental General Conditions for Public Improvement Contracts
- D. Sample Payment Bond Form

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- E. Sample Performance Bond Form
- F. Sample Division 01
- G. Technical Specifications

END – RFP INSTRUCTIONS