



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2022-008409

### MASTER CONTRACT FOR MOVING SERVICES

ISSUE DATE: June 29, 2022

**MANDATORY PRE-PROPOSAL CONFERENCE:**

July 13, 2022 at 9:30 AM Pacific Time (PT) George W.  
Peavy Forest Science Center, Room 316

**RFP DUE DATE/TIME:**

August 2, 2022 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: July 15, 2022 at 5:00 PM Pacific Time (PT)

**CONTRACT ADMINISTRATOR:**

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

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

## **1.0 INTRODUCTION**

**1.1** Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE STEP** Request for Proposals (RFP) process to retain up to five (5) firms to provide moving services (“Mover” or “Movers”) of varying project sizes on an on-going basis for the Term of the Master Contract (*the “Project”*).

**OSU WILL ONLY BE ACCEPTING SEALED PROPOSALS ELECTRONICALLY** - Proposals are to be submitted to [bids@oregonstate.edu](mailto:bids@oregonstate.edu) by the Due Date/Time.

**MANDATORY PRE-PROPOSAL CONFERENCE and SITE VISIT-** A Mandatory Pre-Proposal Conference will be held at 9:30 AM PT on July 13, 2022, at the George W. Peavy Forest Science Center (“Peavy”), room 316 (3100 SW Jefferson Way, Corvallis, OR 97331). A site visit will occur immediately following the Pre-Proposal Conference. The site visit will consist of visiting up to three Corvallis campus spaces indicative of potential moves in the three different move type groups described in Section 1.4 below. Parking and building location information can be found at [www.oregonstate.edu](http://www.oregonstate.edu). Campus Safety Policies for Face Covering and Physical Distancing requirements related to Covid-19 are located at <https://covid.oregonstate.edu/safety-policies>.

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

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

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

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

**1.3 Location.** Moves will primarily be located at the Corvallis campus with occasional work at OSU owned or operated properties at the Hatfield Marine Science Center (Newport), the Portland Building (Portland) or OSU-Cascades (Bend).

**1.4 Summary of Work.** Provide moving services for mid-size and small, non-traditional and or large moves within and between buildings. In addition, the successful Movers may be responsible for

coordination and staging in addition to the moving services. Move coordination services, when required shall be conducted with a representative of OSU's office of Space Management ("Move Coordinator") and may also include a representative from the department being moved or other OSU representative. Proposers are not required to perform moves in all categories as described below in order to be considered responsive. Conversely, Proposers may be awarded more than one category.

Typical Moves will generally fall into the following categories:

**1.4.1 Group 1 - Large Move:** A new or completely renovated building, will have multiple tenants moving in or out from multiple locations on campus. Mover will be required to coordinate with the Move Coordinator or their designee, one or more OSU department representatives, and possibly construction managers for the building receiving the units. It is anticipated that Group 1 Moves would require at least two (2) larger trucks with lift gates, 12 workers and a project manager from the Mover. Group 1 Moves are further described as taking place in spaces greater than 60,000 square feet

**1.4.2 Group 2 - Mid-size and Small Move:** It is anticipated that Group 2 moves will require one (1) truck and five (5) or less workers. Group 2 moves are described as taking place in spaces smaller than 60,000 square feet.

**1.4.2.1 Mid-Size Move – 30,000 – 60,000 square feet;** An entire department will move from one or more floors of one building to one or more floors of another building. Mover will generally be required to coordinate with the Move Coordinator or their designee and (1) OSU department representative.

**1.4.2.2 Small Move – 20,000 square feet or less;** A small group within a department or an individual will move from one floor of one building to a new floor or another building. Mover may be required to coordinate with the individual moving or the Move Coordinator.

**1.4.3 Group 3 – Non-Traditional Move:** Group 3 Moves are moves that may include non-traditional items such as specialized lab equipment, animals, specimens, bulky sports equipment, art, or other non-traditional items not typically found in classrooms and offices. Generally, the Mover will be required to coordinate with the Move Coordinator or their designee and OSU department representative or individual moving.

**1.4.4 Surplus:** Some units will not be moving all of the property within their space. Current practice is for the unit to contact OSU Property and Surplus with a catalogue of items for pick up and removal. However, as directed, removal of items to the Property and Surplus warehouse may be requested of the Mover. In rare cases, and as approved by OSU Surplus, successful proposer(s) may be directed to dispose of property in its entirety.

**1.5 Scope of Services.** For each move requested ("Move") by the Owner, the Mover(s) will:

**1.5.1** Meet with Move Coordinator and or OSU department representative (as applicable) to understand size, schedule and budget of each Move, including separate estimates if removal to Surplus is involved, moving supplies are required and broom cleaning is required.

**1.5.2** Meet with the Move Coordinator or OSU department representative (as applicable) to advise schedule requirements, access to the occupied building and individual spaces, access to new building and spaces, staging and tagging for property to be moved, materials required for Move and communication strategy.

**1.5.3** Visit the existing and new spaces to determine a cost estimate for the Move.

**1.5.4** Provide detailed cost estimate to Move Coordinator or OSU department representative (as applicable) pursuant to Schedule of Charges. Cost estimate shall include:

**1.5.3.1** Moving labor (at the applicable prevailing wage rate), vehicles, and fuel);

- 1.5.3.2 Parking;
- 1.5.3.3 Labor for personnel required for traffic control (if required);
- 1.5.3.4 Moving supplies as needed by unit – boxes, blankets, tape;
- 1.5.3.5 Cost for “broom cleaning” service of vacated space, if this service is requested by OSU;
- 1.5.3.6 Cost for elevator, wall or flooring protection in buildings (as applicable and as required);
- 1.5.3.7 Cost for Payment and Performance Bonds if the estimated cost of the Move will exceed \$150,000.00;
- 1.5.3.8 Cost for insurance in excess of that required by the Master Contract; and
- 1.5.3.9 Estimate of other services that may be requested by OSU, if applicable.
- 1.5.3.10 All cost proposals must be submitted on the “Move Bid Calculation Form”, attached herein as Exhibit 1.

**1.6 Estimated Volume.** Since October of 2017, OSU has issued nearly \$1,000,000 in requisitions for moving services. There has been an average of 18 requisition issued each year since 2018. OSU anticipates moving volume to be on an upward trajectory with known capital construction project planned over the next 5 years.

**1.7 Master Contract General Information.** Until a Master Contract is amended, there is no guarantee or promise of work. After the initial amendment, a Master Contract may be subsequently amended to include additional, anticipated work as described above. Once the successful Proposers are identified and Master Contracts have been issued, OSU may, in its discretion, select between the Movers in their awarded categories to perform Moves based on OSU’s needs and will consider a variety of factors including schedule and cost considerations in making its selection. It is anticipated the Master Contracts will have a Term of three (3) years, in addition, OSU may decide to renew the Master Contract for two (2) more years.

## **2.0 SCHEDULE**

Issue Date	June 29, 2022
<b>Mandatory Pre-Proposal Conference and Site Visit</b>	July 13, 2022, 9:30 AM Peavy Room 316
Question Deadline	July 15, 2022, 5:00 PM
Final Addendum Issuance (if necessary)	By July 18, 2022
Proposal Due Date/Time	August 2, 2022, 2:00 PM

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

Notice of Intent to Award	By August 12, 2022
Estimated Contract execution	By September 1, 2022

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

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

### **3.1 Questions.**

**3.1.1** All questions and contacts with OSU regarding any information in this RFP must be

addressed in writing via email to [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) no later than the **Question Deadline** as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

### 3.2 Solicitation Process Revision Requests.

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

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

### 3.3 Change or Modification.

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

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

### 3.4 Appeals.

**3.4.1** Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)). All written appeals must be delivered to the **Construction Contracts Manager**, at the address given in this RFP.

## 4.0 PUBLIC RECORD

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

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

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

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

## **5.0 FORM OF AGREEMENT**

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

## **6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES**

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

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

- 6.1** April 1, 2022 Prevailing Wage Rate Amendments
- 6.2** January 1, 2022 PWR Apprenticeship Rates
- 6.3** January 1, 2022 Prevailing Wage Rates for Public Works Contracts in Oregon
- 6.4** July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available here:

[https://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx).

## **7.0 INSTRUCTIONS TO OFFERORS**

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

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

**7.2.1** The Pre-Proposal Conference and Site Visit will be administered in person. The Proposer must attend the Mandatory Pre-Proposal Conference and Site Visit. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference and Site Visit. Prime Proposers will be required to provide their name, firm name, and email address on a written sign in sheet provided by the **Contract Administrator** at the beginning of the 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 be allowed to sign in and will have their Proposal rejected **if submitted.**

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

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

**7.2.4 RESERVED**

**7.2.5** Should on campus site visits occur, the COVID Safety & Success Policy is located here: <https://covid.oregonstate.edu/safety-policies>

### **7.3 Proposal Submission.**

**7.3.1** Submit **one (1) electronic version via email** to be received by the Due Date/Time listed in this document to [bids@oregonstate.edu](mailto:bids@oregonstate.edu) as stated in this RFP. **Electronic versions must be sized appropriately for transfer (under 10 mb).**

**7.3.2** All Proposals must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Proposal received after the Due Date/Time will be rejected and will be retained and made part of OSU's archive records in accordance with OSU Standards.

### **7.4 Proposal Submission Requirements.**

**7.4.1** Your Proposal must be contained in a document not to exceed Twelve (12) 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, the Schedule of Charges and Mock Move Proposal 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, Schedule of Charges and Mock Move Proposal, 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 sized appropriately for transfer (under 10 MB) and

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

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

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

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

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

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

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

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

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

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

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

## **7.7 Evaluation Process.**

The written response to this RFP is the only step in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee.

The members of the selection committee will discuss the strengths and weaknesses of all Proposers. The members of the selection committee will then score the Proposals based on all information



received and presented in the Proposals. Optional Reference Checks may be undertaken to aid in final scoring. Upon completion of final scoring, an Intent to Award will be issued identifying the Apparent Successful Proposer(s) and negotiations may commence with the Apparent Successful Proposer(s) in order to finalize a contract in accordance with Section 7.12 below.

**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 Description (10 Points)**

Provide a brief description of your firm. Include past experience with higher education institutes in the Pacific Northwest.

**7.8.2 Experience on Similar Projects (30 points)**

Provide a list of commercial moves your company was contracted for in the last two years that are similar to what may be required at OSU sites. Describe the project type, planning coordination, and outcome of the above moves. Reflect on any lessons learned from the moves and how you might adjust your approach in the future for similar projects.

**7.8.3 Move Equipment and Packing Material Access (15 Points)**

Describe your company owned equipment and/or access to equipment (trucks, machine carts, forklift, etc.) Describe your company's access to packing supplies including specialty-packing materials.

**7.8.4 Scheduling Availability (10 Points)**

Provide your firm's approach to scheduling. How does your firm handle last minute requests for move services? Are there times in the year that your firm has more/less availability?

**7.8.5 Modular Furniture Expertise (10 Points)**

Describe your firm's experience with the disassembly and reassembly of Modular Furniture.

**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 Mover 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 COMPENSATION PROPOSAL (10 Points)

**7.8.6.1 Mock Move Proposal** As part of the Site Visit, three mock moves will be shown and described; one move from each of the moves described in Section 1.4 above. Each move is further described in Exhibits 6-8. Indicate which move type(s) your firm is willing to undertake. In addition, provide cost proposal for each of the mock moves your firm is willing to undertake. Proposal should include all costs associated with the mock move(s), use the Schedule of Charges, further described below and include a completed Move Bid Form included in Exhibit 1. No work will be awarded based on the Mock Move Proposals; this is only a method for OSU to determine scoring.

Included in the Mock Move Proposal, provide a Schedule of Charges for Moving Services. Include labor rates (must be hourly rate, no range of rates will be accepted), vehicle rates, boxes, tape, blankets, cleaning and any other charge commonly associated with moving. Labor rates must be pursuant to the Prevailing Wage Rates identified in Section 6.0 relevant to the location of Moving Services. The Schedule of Charges may be negotiated at OSU's sole discretion during the term of the Master Contract and modifications will be reflected in an Amendment specific to a Move. Modifications to the Schedule of Charges will only be effective for the Move for which they were specifically negotiated. The Schedule of Charges shall be inclusive of all labor rates, material rates, and truck rates for Moving services described in this RFP. Proposer is allowed to provide additional rates for other, related services if they wish. If awarded, the Schedule of Charges will be bound and referenced in the resulting Master Contract.

**NOTE:** Formula for scoring the Mock Move Proposal will be as follows: Lowest Proposal for each move category will receive full points with higher schedule of Mock Move Proposal receiving proportionally lower points according to this formula: **(Low Sum/ Sum) x Points Available**. For firms proposing on multiple move categories, the highest point total per move category will counted for scoring.

### 7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Description	10 Points
Experience on Similar Projects	30 Points
Move Equipment and Packing Material Access	15 Points
Scheduling Availability	10 Points
Modular Furniture Expertise	10 Points
Workforce Diversity Plan	15 Points
Compensation Proposal	10 Points

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

### **7.10.1 RESERVED**

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

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

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

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

### **7.12 Negotiations.**

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

**7.12.2** Any/all exceptions to the Term 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.

**7.12.3** 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. Mover and Mover'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 Mover and Mover'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 Mover and Mover's employees, agents and Subcontractors from possessing firearms on Owner's property.

**8.7 Background Checks.** Some campus buildings are designated as critical, occupied or security-sensitive facilities. Thus, the selected Proposers may be required to conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum, and national for Mover employees that formerly lived outside of the state of Oregon) on each Mover employee and agent with satisfactory results before referral or placement at any Owner work location. Mover must perform the criminal background checks within the twelve (12) months immediately preceding referral or placement at any Owner work location.

Disqualifying crimes include 1) felony convictions of any kind within the last eight (8) years, 2) all crimes involving weapons of any kind ever committed, 3) all person to person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.

Mover shall require Mover's employees and agents to self-disclose to Mover any new convictions that occur within three business days of the conviction. Mover shall reassess the individual's assignment under the Mover.

The Owner, at its discretion, may require Mover to reassign a Mover employee or agent to no longer perform work under the Contract or for the Owner if, at any time, Owner believes that the Mover employee or agent may create a danger to health or safety of the university community.

Mover is solely responsible for complying with all applicable federal, state or local laws, rule and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks are the responsibility of Mover.

Mover shall maintain a security log including a list of Mover employees working in, accessing, or who will enter Owner critical, occupied or security-sensitive facilities; verification of each Mover employee's satisfactory and unsatisfactory results of criminal background checks; each Mover employee's site assignment; and each revocation of a Mover employee's site assignment. Mover shall update and maintain the security log during the duration of the contract and twenty-four (24) months after. Mover shall provide Owner with access to the security log for audit and copying purposes within twenty-four (24) hours of Owner's request.

Mover shall require Mover's subcontractors and agents providing services under the Contract to comply with this provision. The Owner may audit Mover's background check processes at any time to ensure compliance with this section. Failure of Mover to comply with this section is a material breach of the resulting Contract and may result in the Owner seeking monetary damages or pursue other remedies, Mover termination by the Owner without further liability or obligation, or both. Mover shall indemnify, defend and hold harmless the Owner and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and any adverse action that may be taken as a result of such checks.

## **8.8 Execution of Agreement.**

**8.8.1** The Proposer shall be required to execute the Contract as provided, within any time period provided in an award notification. The Contract Documents shall be delivered to OSU in the manner stated in an award notification.

**8.8.2 Work/Services Commencement.** Work/Services shall not commence until execution of a Contract and subsequent issuance of a notice to proceed letter with the selected Proposer.

**9.0 EXHIBITS**

Exhibit 1 – Move Bid Calculation Form

Exhibit 2 – Sample Master Contract

Exhibit 3 – General Conditions

Exhibit 4 – MWESB Instructions and Form

Exhibit 5 – Payment and Performance Bonds

Exhibit 6 – Group 1 (Large) Move Mock Bid Description

Exhibit 7 – Group 2 (Small to Mid-Size) Move Mock Bid Description

Exhibit 8 – Group 3 (Non-Traditional) Mock Move Bid Description

**END OF RFP**