



Oregon State University

REQUEST FOR PROPOSAL (“RFP”) #2022-008176

Medium Voltage Utility Connection and Monitoring Facility Build: PacWave South

ISSUE DATE: JULY 18, 2022

MANDATORY PRE-PROPOSAL CONFERENCE:

JULY 25, 2022 at 10:00 AM Pacific Time (PT) at work
site location.

RFP DUE DATE and TIME:

AUGUST 16, 2022 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

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

CONTRACT ADMINISTRATOR:

Ben Baggett, PacWave Contract Officer

Construction Contracts Administration
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

APPEALS:

Hanna Emerson, Construction Contracts Manager

Construction Contracts Administration
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Corvallis, OR 97333

Email: constructioncontracts@oregonstate.edu

Email: hanna.emerson@oregonstate.edu

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” or “Owner”) is conducting a competitive **MULTI-STEP** Request for Proposals (“RFP”) process to retain one firm for the PacWave Project’s Medium Voltage Utility Connection and Monitoring Facility (“UCMF”) build.

OSU WILL ONLY BE ACCEPTING SEALED PROPOSALS ELECTRONICALLY - Proposals are to be submitted to bids@oregonstate.edu by the Due Date and Time.

MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

The mandatory pre-proposal conference and site visit shall commence at 10:00 AM PT on July 25, 2022 at the UCMF work site location on Wenger Lane, Seal Rock, Oregon, at:

44.459535, -124.073692

Campus Safety Policies for Face Covering and Physical Distancing requirements related to Covid-19 are located at <https://covid.oregonstate.edu/safety-policies>. All transportation is to be the responsibility of the Proposer. **Refer to Section 7.2 for details and instruction.**

A minimum of one authorized representative of the proposing firm must attend this Pre-Proposal Conference in its entirety in person to be eligible to submit a proposal. **Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference and Site Visit.** Attendance will be documented with in-person sign in sheets provided by OSU at the conference. Proposers who arrive more than 5 minutes after start time of the Conference will not have their attendance documented and will have their Proposal rejected if submitted.

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 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 Summary of Work. The summary information in this section provides an overview of the primary scope of work. The primary scope of work, including the Owner Architect’s design documents, is further detailed in Exhibits 5 and 6 (“Scope of Work” or “the Work”). It is understood that every item in the Scope of Work may not be specifically mentioned or included in this RFP and

that shall not preclude the Contractor from the responsibility to complete all necessary Work to ensure the completion of the Work satisfactory to OSU. Contractor shall perform all Work to the standard of care recognized as typical of this industry.

OSU is seeking Proposals from qualified General Contractors (“GC”) for the construction of a new Medium Voltage Utility Connection and Monitoring Facility for the PacWave Project. The Proposer may sub-contract as necessary to ensure a comprehensive team, including but not limited to structural, mechanical, plumbing, civil engineering, and low and medium voltage electrical engineering, and landscape architecture. OSU may update the sample Contract to reflect the selected proposer’s use of subcontractors.

The Work generally consists of **Phase 2 – Buildings and Site Work Complete**, for the construction of the Medium Voltage Utility Connection and Monitoring Facility (“UCMF” or “Facility”), a Facility comprised of 3 buildings, and the site improvements of a 4.44 acre unimproved parcel of OSU-owned property where the UCMF will be located. See note below pertaining to the Phase 1 – Site Prep.

Site improvements include earthwork, grading, and typical site preparation for building construction, paving, sub-station aggregate, storm drainage, utility connections, sidewalks, and fencing. The existing private gravel drive, Wenger Lane, which extends thru the site to adjacent properties to be final graded and paved.

The buildings include Power Conditioning Building, 140 feet by 80 feet; Switchgear Building, 80 feet by 48 feet, both to be constructed as pre-engineered metal buildings; and a Control Building, 85 feet by 50 feet, wood frame, slab-on-grade construction.

Specialty medium voltage electrical work and equipment is also part of the Work. Specialty medium voltage Work includes large terrestrial vault, ground wire grid, switchgear equipment, ground switch, medium voltage cables, and relay panels. This facility will be grid connected to Central Lincoln PUD.

Note: Phase 1 – Site Prep was performed from 2021 to 2022 and has been completed. This Phase 1 – Site Prep included site clearing, major earthwork excavation and export, building pad site subgrade prep, storm drainage, partial Hwy 101 approach improvements and utility crossings, waterline upgrades/replacement, and erosions control measures. The existing Wenger Lane was widened and regraded. No paving occurred.

1.4 PacWave Project Summary. OSU and the PacWave have been working since 2011 to develop PacWave South, an open ocean, wave energy test site near Newport, Oregon, to test the performance, environmental interactions, and survivability of wave energy converters (“WECs”).

With support from the U.S. Department of Energy (“DOE”) and other non-federal sources, OSU is now designing and building PacWave South, the nation’s first grid-connected, pre-permitted wave energy test facility (“PacWave” or “PacWave South” or “PacWave Project” or “Project”) for the testing of utility scale WEC arrays. PacWave South will serve as an integrated research center, and as a training ground for future jobs in the ocean energy industry. For more information on PacWave, please visit www.pacwaveenergy.org.

This RFP addresses only the UCMF Build portion of the Project.

As a grid-connected test facility, PacWave South will provide WEC developers with the opportunity to:

- Optimize wave energy devices and arrays to increase their energy capture
- Improve their survivability and reliability, and decrease their levelized cost of energy
- Refine deployment, recovery, operations, and maintenance procedures
- Collect interconnection and grid synchronization data
- Gather information about potential environmental effects, and economic and social benefits.

As such, the primary purpose of PacWave South is to facilitate the testing of full-scale devices, with the generation and transmittal of power to the grid being of secondary importance. The Project has also been developed to support DOE's mission, vision and goals to improve performance, lower costs and accelerate deployment of innovative technologies for clean, domestic power generation from resources such as waves.

PacWave South is located on the outer continental shelf in the Pacific Ocean, approximately 7 miles (11.3 km) off the coast. It will feature four pre-permitted, offshore test berths in up to 260 feet (80 m) of water. Each berth will be equipped with a dedicated subsea power cable for transmission of electric power from the berth to the shore based UCMF. The subsea cables will make landfall through individual, pre-installed steel conduits at Driftwood Beach State Recreation Site ("Driftwood"). At full capacity, PacWave South will have the potential to generate up to 20 megawatts of power, which will be transferred to the local electrical system.

The total length of 36 kV, 5 megawatt-rated subsea cables to be purchased and installed is approximately 62 miles (100 km).

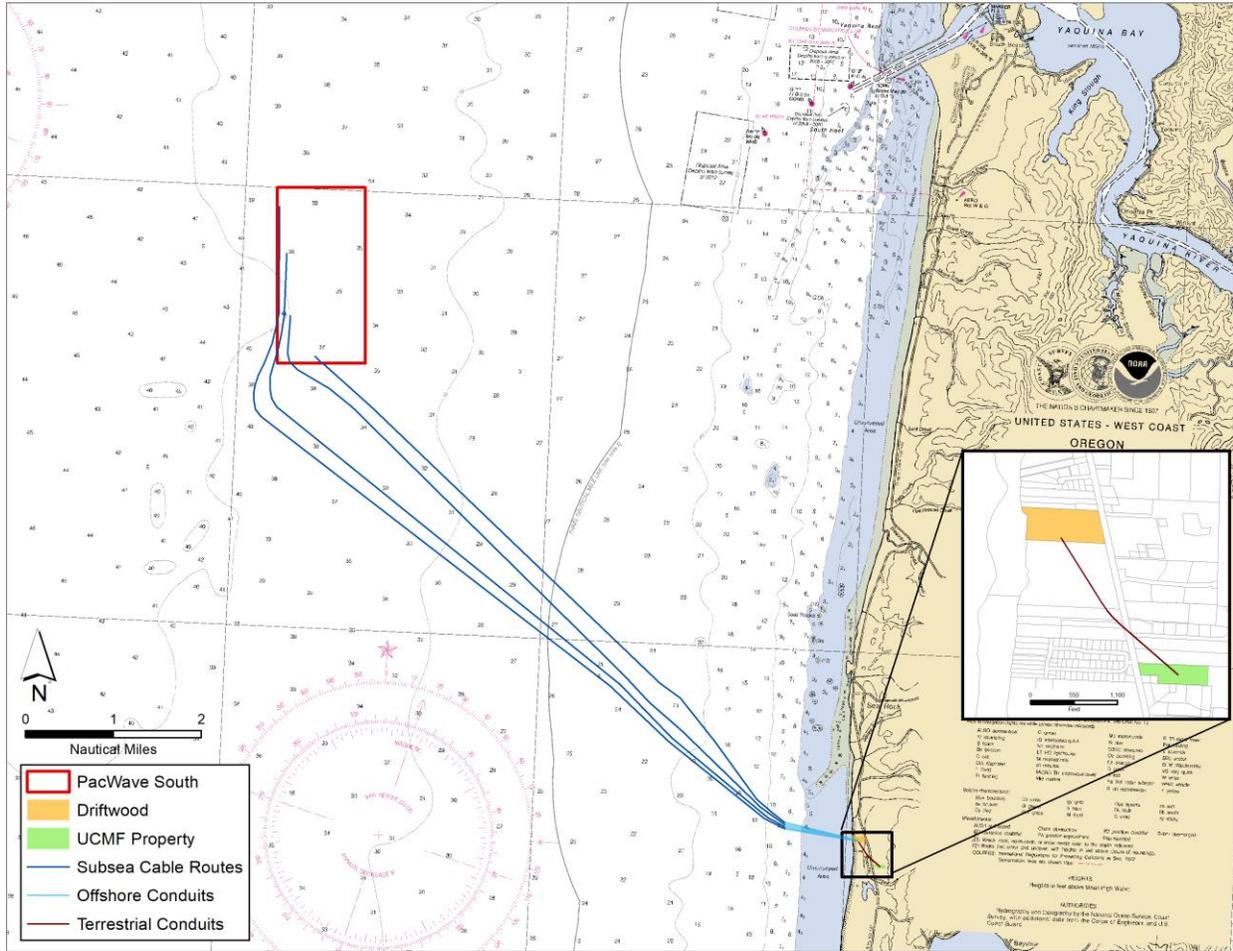


Figure 1 - PacWave South Site and Cable Routes to UCMF Property

1.5 Budget.

Estimated cost of the Work is \$13.5M

1.6 General Work Constraints

Timeline and Sequencing

The overall goal is construction final completion by end of calendar year 2023. Proposals shall provide a project schedule which demonstrates a viable path to project completion within this limitation.

OSU anticipates the following:

- Notice to Proceed by October 6, 2022
- Wenger Lane connection to Highway 101. Wenger Lane is a public road and serves adjacent

property owners. A construction access road on, along the existing Wenger Lane must be constructed, maintained and open for vehicle use by adjacent property owners and public, for the duration of the Work through to time of final paving, as required by the Contract.

Noise Limitations

The contractor must adhere to all applicable regulations regarding noise at the work site. It should be noted that several private residences are located directly adjacent to the work site.

NW Wenger Lane Access Limitations

The contractor must strive to keep NW Wenger Lane open to allow neighbors access to and from their properties along the lane. The contractor should keep any necessary closures to a minimum and give the neighbors at least 24-hour's notice of any planned closures.

2.0 SCHEDULE

Issue Date	JULY 18, 2022
Mandatory Pre-Proposal Conference	JULY 25, 2022 10:00 a.m. PT
Question Deadline	AUGUST 5, 2022 by 5:00 p.m. PT
Final Addendum Issuance (if necessary)	By AUGUST 9, 2022
Proposal Due Date/Time	AUGUST 16, 2022 by 2:00 p.m. PT

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

Notification of First Step Finalists	AUGUST 19, 2022
Release of Signed Bid Set to First Step Finalists	AUGUST 19, 2022
Second Step Bid/Cost Proposals Due Date/Time	SEPTEMBER 14, 2022 by 2:00 p.m. PT
Second Step Presentations/Interviews	SEPTEMBER 15, 2022
Notice of Intent to Award	SEPTEMBER 20, 2022
Estimated Contract execution	By OCTOBER 5, 2022
Estimated Notice to Proceed	By OCTOBER 6, 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 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 (scope, specifications, contract, 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 Manufacturer's Names and Approved Equivalents

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and catalog numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

3.5 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 Contract is included as an exhibit and contains contract terms and conditions applicable to the work. The General Conditions, and any Supplemental General Conditions contained in the Contract Exhibits, shall apply to the work of all subcontractors and to the work of the Contractor.

The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

If for any reason the parties are not able to reach agreement on the terms of the Contract, OSU is entitled to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and Policies.

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 Contractor and all sub-contractors shall comply with the provisions of ORS 279C.800 through

279C.870, relative to Prevailing Wage Rates (“PWR”) for all Work performed within the State of Oregon’s legal boundaries. The contract is subject to the following Bureau of Labor and Industries (“BOLI”) wage rate requirements, which are incorporated herein by reference:

- July 1, 2019 PWR Apprenticeship Rates
- July 1, 2019 PWR for Public Works Contracts in Oregon
- July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available online at:

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

Prior to execution of a contract, the Contractor shall file with the Oregon Construction Contractor’s Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2015, ORS 279C and OAR 839-025-015, unless otherwise exempt under those provisions. The contractor shall also include in every subcontract a provision requiring the sub-contractor to have a public works bond filed with the Oregon Construction Contractor’s Board before starting services, unless otherwise exempt, and shall verify that the sub-contractor has filed a public works bond before permitting any sub-contractor performing services to start Work.

7.0 INSTRUCTIONS TO PROPOSERS

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 Before submitting a Proposal, the Proposer shall attend the mandatory pre-proposal conference, which includes an examination of site conditions at the Work site. The Proposer shall examine the Work site at the mandatory pre-proposal conference, to ascertain its physical condition. Failure to comply with examination of the Work site, will not release Contractor from entering the Contract nor excuse Contractor from performing the Work in strict accordance with the terms and conditions of the contract documents.

The mandatory pre-proposal conference and site visit shall commence at **10:00 AM PT on July 25, 2022**, at the UCMF work site location on Wenger Lane, Seal Rock, Oregon at:

44.459535, -124.073692

Campus Safety Policies for Face Covering and Physical Distancing requirements related to Covid-19 are located at <https://covid.oregonstate.edu/safety-policies>. All transportation is to be the responsibility of the Proposer.

A minimum of one authorized representative of the Proposing firm must attend this Pre-Proposal Conference in its entirety in person, as indicated through the Pre-Proposal Conference sign-in process, to be eligible to submit a Proposal. **Failure to attend the Pre-Proposal conference shall result in that Proposer being non-responsive and rejected from further evaluation.**

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.

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 above and located on the cover sheet of this RFP.

7.2.4 **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 Site Visits. Attendance will be documented with in-person sign in sheets provided by OSU at the mandatory pre-proposal conference. Proposers who arrive more than 5 minutes after start time of the Pre-Proposal Conference and Site Visit will not have their attendance documented and will have their Proposal rejected if submitted.**

7.3 Proposal Submission.

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

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

7.3.3 All Proposers must be registered and licensed with the Oregon Construction Contractors Board and have on file with the Construction Contractors Board the required public works bond prior to submitting Proposals. Failure to be licensed and have the bond in place will be sufficient cause to reject Proposals as non-responsive.

7.4 Proposal Submission Requirements.

7.4.1 Your Proposal must be contained in a document not to exceed twenty 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 Work are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

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

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

7.4.4 The electronic Proposal should be **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches**. 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, surface mail, and facsimile transmitted **Proposals will not be accepted**. Proposals received *after* the Due Date and Time **will not be considered**.

7.4.8 Each Proposal shall be emailed to bids@oregonstate.edu. Proposals must be received by the date and 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 and 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 and 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 and Time.

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

7.7 Evaluation Process.

The written response to this RFP is the first in a two-step process in the selection of a firm for the Work. The Proposals received in response to this RFP will be evaluated at the first step by a selection committee with the top scoring firms (“Short List”) being invited to advance to a second step

evaluation including presentations/interviews and bid submission.

The presentations and interviews portion of the second step evaluations will consist of a **20-minute** presentation period, immediately followed by a separate **30-minute** Q&A session. After all presentations and interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the presentations and interviews.

Bid submission portion of the second step evaluations will be scored as follows: Proposer with the lowest responsive, responsible bid will receive the maximum points available. Scores from both the presentations/interviews portion and the bid submission portion of second step evaluations will be combined. The Proposer with the highest overall combined score shall be deemed the Apparent Successful Proposer for award.

Scoring of each step is separate and not an accumulation of points from other steps.

7.8 First Step - Evaluation Criteria. The following items constitute the evaluation criteria for the selection committee to score Proposals in the first step. For ease in reviewing, provide tabs keyed to each of the following criteria:

7.8.1 Experience on Similar Projects (35 points)

Describe your firm's experience with projects of similar or comparable Work during the past five years. Specifically describe your team's experience with electrical substations or similar installations, medium voltage electrical installs generally, etc. as relevant to this Scope of Work. Other key elements of experience to include are site development, Pre-engineered Metal Buildings ("PEMB"), conventional onsite construction, soil erosion, sediment control, environmentally sensitive site. Include one reference for each of two projects discussed in response to this criterion 7.8.1, refer to Section 7.10 for a reference form and instructions. Demonstrate understanding of applicable codes, permitting processes, procedures and requirements in the Work locale.

7.8.2 Key Personnel (20 Points)

Identify the personnel in your firm who would be assigned to the Work, their specific roles in this project, and their previous experience in those roles. Also identify the subconsultants and subcontractors you propose to team with, if any, their proposed key personnel, and give brief descriptions of their experience and expertise. Provide contact information (including email) for each identified key person.

7.8.3 Firm Background and Description (10 Points)

Provide a brief description of your firm. Include an organizational chart. List the projects your firm is currently contracted for and at what stage you are in terms of completion.

7.8.4 Workplan and Staff Availability (20 Points)

Provide a proposed work plan and schedule showing key staffing availability for accomplishing the multiple projects currently under contract including staffing availability for the duration of the Work described in this RFP. Confirm the availability of the proposed team members for the duration of the Work as presented in the Scope of this RFP.

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 Work. 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 Contractor must perform the Work according to the means and methods described in the workforce diversity 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.

First Step Evaluations - Point Summary Table.

Criteria	Point Value
Experience on Similar Projects	35 Points
Key Personnel	20 Points
Firm Background and Description	10 Points
Workplan and Staff Availability	20 Points
Workforce Diversity Plan	15 Points
Point Total	100 Points

7.9 Second Step – Evaluation Criteria

7.9.1 Presentations and Interviews (50 Points).

Presentations and interviews will be conducted among those Short List firms advancing to second step evaluations. Proprietary discussions may also be conducted prior to

presentations and interviews. Information regarding the proprietary discussions and presentations and interviews will be provided to the Short List firms advancing to second step evaluations after first step evaluations are complete.

7.9.2 Bid Submission (50 Points)

OSU will provide those Short List firms advancing to the second step evaluations a complete signed final design set, a Bid Form and instructions for completion and submission of Bid.

Bid submission portion of the second step evaluations will be scored as follows: Proposer with the lowest responsive, responsible bid among other bids submitted, for each of the price related items will receive the maximum points available with higher cost price related items among other bids submitted receiving proportionally lower points according to this formula: **(Low Bid / Bid) x Points Available**.

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices. This bid amount will become the initial contract amount for the awardee with additional services being added via amendment if/when applicable.

Scores from both the Presentations and Interviews portion and the Bid Submission portion of second step evaluations will be combined. Final scoring of the second step evaluations will be separate and not an accumulation of points from step one. The Proposer with the highest overall combined second step score shall be deemed the Apparent Successful Proposer for award.

7.10 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 a total of three references in Exhibit 1 '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 or other references associated with past work of your firm.

OSU reserves the right to check the references provided by the Proposer as required by this RFP at any step of evaluation. If the evaluation committee determines the interviewed finalists are too close to score, OSU has no recent experience working with a finalist, or if the consolidated scoring indicates a tie, the evaluation committee will check the references provided by the Proposer as required by this RFP in Exhibit 2. Information obtained from references will be used in the evaluation committee's final scoring at any step OSU chooses and will be based on the evaluation committee's understanding of how well each team can meet the needs of OSU.

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.

7.11.1 OSU may commence negotiations in accordance with OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) following final scoring

under the multi-step evaluation process.

7.11.2 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 of The Project.

8.2.2 Should the contract be terminated, 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 Proposer(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 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 Affirmative Action/Equal Opportunity Employer.

8.6 Compliance with Applicable Law. Proposer agrees to comply with all federal, state, county, and local laws, ordinances, and regulations as well as all applicable OSU Standards and Policies while on campus.

8.6.1 Smoke and Tobacco Free Campus. Owner's grounds and premises are smoke and

tobacco free. Contractor and Contractor’s employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

8.6.2 Sexual Misconduct Policy. OSU has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies Contractor and Contractor’s employees, agents, and Subcontractors are prohibited from engaging in sexual misconduct against members of the university community.

8.6.3 Firearms Policy. The Owner has adopted a policy that prohibits Contractor and Contractor’s employees, agents and Subcontractors from possessing firearms on Owner’s property.

8.7 Background Checks (Reserved)

8.8 Execution of Agreement.

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

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

8.9 FEDERAL PROVISIONS

PacWave is supported by DOE’s Office of Energy Efficiency and Renewable Energy Water Power Program Award Number DE-EE0007899 (“Financial Assistance Award”), the State of Oregon and other public and private entities. PacWave will support the development of new, clean, renewable energy technologies and provide future power for local needs. OSU must adhere to the federal terms and conditions of the Financial Assistance Award, which contain provisions that flow down to those performing the Work on behalf of OSU. It is the responsibility of the Contractor to perform in accordance with those flow down provisions contained in the Financial Assistance Award. Refer to Exhibit 8 ‘Federally Required Provisions’ for a summary of those applicable flow downs.

9.0 EXHIBITS

Exhibit 1 – References

Exhibit 2 – Sample Contract

Exhibit 3 – MWESB Instructions and Form

Exhibit 4 – Payment and Performance Bonds

Exhibit 5 – Project Manual and Specifications, by HGE Architects, Inc.

Exhibit 6 – Drawings by HGE Architects, Inc. [Exhibit 6 “Not for Construction”]

6.a Final Signed Bid Set by HGE Architects, Inc. to Second Step Proposers by August 19, 2022

Exhibit 7 – Federally Required Provisions

Exhibit 8 – Reserved

Exhibit 9 – Addenda

END OF RFP

Exhibit 1 – References

Use this form to provide current contact information for three past projects of a similar or greater size and complexity to this Scope and that are using the construction methods and approach proposed and in accordance with the Scope of this RFP. Verify that the individuals identified had direct contact with the referenced project. Do not include references from any firms or individuals included in your team for this Project or any references of OSU personnel.

REFERENCE 1

COMPANY:	_____	CONTACT NAME:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
CITY, STATE ZIP:	_____	FAX NUMBER:	_____
WEBSITE:	_____	E-MAIL:	_____
GOODS OR SERVICES PROVIDED:	_____		

REFERENCE 2

COMPANY:	_____	CONTACT NAME:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
CITY, STATE ZIP:	_____	FAX NUMBER:	_____
WEBSITE:	_____	E-MAIL:	_____
GOODS OR SERVICES PROVIDED:	_____		

REFERENCE 3

COMPANY:	_____	CONTACT NAME:	_____
ADDRESS:	_____	PHONE NUMBER:	_____
CITY, STATE ZIP:	_____	FAX NUMBER:	_____
WEBSITE:	_____	E-MAIL:	_____
GOODS OR SERVICES PROVIDED:	_____		

Exhibit 2 – Sample Contract

Attached as separate PDF by addendum to this RFP.

****IMPORTANT NOTE TO PROPOSERS****

This contract is a SAMPLE and therefore subject to modification in negotiations with an Apparent Successful Proposer. No additional question and answer period will be provided beyond what is stated in the procurement schedule in Section 2.0 'Schedule.' For questions related to this sample contract, Proposers are directed to Section 7.4 'Proposal Submission Requirements' of the RFP which instructs Proposers to clearly identify and append in their Proposal submission any and all exceptions to the terms and conditions included in the Sample Contract.

Exhibit 3 – MWESB Instructions and Form

Attached as separate PDF by addendum to this RFP.

Exhibit 4 – Payment and Performance Bonds

Attached as separate PDF by addendum to this RFP.

Exhibit 5 – Project Manual and Specifications, by HGE Architects, Inc.

Project Manual and Specifications will be available to Second Step Evaluations Short List Proposers by August 19, 2022

Project Manual and Specifications consists of the following **document package made available for access in a Box folder at the following link:**

<https://oregonstate.box.com/s/287gmy4hos1sulmbif9yxlkrbf75w03>

Exhibit 6 –Drawings, by HGE Architects, Inc.

Exhibit 6 ‘Drawings’ consists of the following **document package made available for access in a Box folder at the following link:** <https://oregonstate.box.com/s/287gmy4hos1sulmbif9yjxlkrbf75w03>

Exhibit 6.a Final Signed Bid Set by HGE Architects, Inc.

Final signed bid set of drawings is to be provided to Second Step proposers by August 19, 2022

Exhibit 7 – Federally Required Provisions

Compliance with Applicable Laws. The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

Allowable Costs. All Project costs must be allowable, allocable, and reasonable. The Contractor must document and maintain records of all Contract related expenses, including, but not limited to in-kind contributions. The Contractor is responsible for maintaining records adequate to demonstrate that Contract expenses claimed have been incurred, are reasonable, allowable, and allocable, and comply with cost principles. Upon request, the Contractor is required to provide such records to Owner, DOE, State or Federal auditing agencies; or their authorized representatives. Such records are subject to audit. Failure to provide Owner, DOE, State or Federal auditing agencies adequate supporting documentation may result in a determination by Owner, DOE, State or Federal auditing agencies; or their authorized representatives, that those costs are unallowable.

Awards, Prizes and Recognition. As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide the following related to any awards, prizes, or other recognition for project work or results, subject inventions, patents or patent applications, etc. as a result of work performed under this contract. List name of award/recognition/prize, name of sponsoring organization, date of receipt, and subject of award/prize/recognition.

Contractor Reporting. As applicable, Contractor shall report to Owner the following: a.) any notices or claims of patent or copyright infringement arising out of or relating to the performance of the Work performed under this Contract; b.) potential or actual violations of federal, state, and municipal laws arising out of or relating to work performed under this Contract; c.) any fatality or injuries requiring hospitalization arising out of or relating to the work under the Contract; d.) potential or actual violations of environmental, health, or safety laws and regulations; e.) Any event which is anticipated to cause significant schedule slippage or cost increase; f.) any damage to Government owned equipment in excess of \$25,000; g.) any incident arising out of or relating to work under the Contract that has the potential for high visibility in the media.

Covered Relationship. The Contractor shall notify Owner of the existence of a ‘covered relationship’ as defined by 5 CFR 2635.502(a) & (b) between the Contractor and Owner which creates at a minimum an apparent conflict of interest. The Contractor shall notify Owner of the covered relationship and provide detailed information and justification (including, for example, mitigation measures) as to why the relationship under this Contract does not create an actual conflict of interest.

Equipment. Title to equipment: Title to equipment (property) acquired under this Contract will conditionally vest upon acquisition with Owner.

Invention Disclosures. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide the following invention disclosures: List title, date submitted, and name of inventor. Invention disclosures are to be provided to Owner in a manner consistent with 37 CFR 401.14 ‘Standard Patent Rights Clauses.’

Licensed Technologies. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide the following information for subject inventions licensed to third parties as applicable: list name of licensee, domestic or foreign patent or patent application number, title, and expiration date of Contract.

Media. Contractor shall make no news release, press release or statement to a member of the news media regarding this Work under this Contract without prior written authorization from Owner. For any media articles (e.g. newspapers, magazines, online media) produced by the Contractor after receiving written authorization from Owner to produce such media, the Contractor shall provide to Owner upon request or prior to Completion of Work under this Contract, the following: author, title, publication or website, page number (if applicable), and date of publication.

Network and Collaborations. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide information to Owner about partnerships and other arrangements concluded with respect to the project or technology area or Work performed under this Contract. Contractor shall list name of network or collaboration (if any), name of entities involved, date of Contract (if any), brief description of network or collaboration, and technology area. Contractor shall clearly denote the partner organizations unique and distinguished contribution to the Project as a result of work performed under this Contract.

Covered Telecommunications Equipment or Services. Pursuant to 2CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

Other Products. As applicable, upon request by Owner or prior to Completion of Work under this

contract, Contractor shall provide Owner the following information: additional Work output, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment. Contractor shall provide a brief description of additional project output, date of release, and entity to which output was provided.

Patent Applications. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide the following patent application information: list patent number, name of inventors, assignee, patent application number, date of filing, and title of patent application.

Protected and Limited Rights Data. As applicable, the Contractor shall mark protected data and limited rights data for all deliverables provided under this Contract. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. Section 552) or otherwise. The work under this Contract is funded by the U.S. Government. Therefore, unlimited rights are may be retained by the government, to any technical data or commercial or financial data produced under this Contract.

Publications. Contractor shall include the following acknowledgement in publications arising out of, or relating to, work performed under this Contract:

- **Acknowledgement:** “This material is based upon work supported by the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (“EERE”) under the Water Power Program Award Number DE-EE0007899.”
- **Disclaimer:** “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Records Retention and Audit. Contractor is responsible to provide any information, documents, site access, or other assistance requested by Owner, Federal or State auditing agencies; or their authorized representatives, for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Contractors records relating to this Contract.

Technologies and Techniques. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall briefly describe the new technologies or techniques (specific capabilities and performance improvements enabled), the pre-commercialization history of the technologies and their potential application to current and future projects.

Website Featuring Work or Work Results. As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide Owner the following information: website or other Internet sites that reflect the Work or results of Work under this Contract. List name of website, specific webpage(s) on which Work or results featured, and brief description of Work or results featured.

Anti-Kickback Act (40 U.S.C. 3145). Contractor certifies compliance with the 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”). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Water Control Act (33 U.S.C. 1251-1387), as amended. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be 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 are applicable to construction work and 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.

Debarment and Suspension Executive Orders 12549 AND 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

Energy Policy and Conservation Act. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Equal Employment Opportunity. Contractor must comply with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Rights to Inventions Made Under a Contractor or Contract. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights 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 Contracts," and any implementing regulations issued by the awarding agency.

Exhibit 8 – Reserved

Exhibit 9 – Addenda