



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2022-008961

MASTER CONTRACT FOR GENERAL CONTRACTING SERVICES – UHDS, MU & SEC

ISSUE DATE: September 14, 2022

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
September 22, 2022 at 2:00 PM Pacific Time (PT) via
Zoom

RFP DUE DATE/TIME:
October 13, 2022 at 2:00 PM PT via electronic
submission to bids@oregonstate.edu

QUESTION DEADLINE: September 30, 2022 at 5:00 PM PT

CONTRACT ADMINISTRATOR:

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APPEALS:

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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 OR TWO-STEP** Request for Proposals (RFP) process to retain three (3) to five (5) general contracting firms to assist of an estimated \$4-\$7 million of annual investments in facility renewals for University Housing & Dining (“UHDS”), Memorial Union (“MU”) and Student Experience (“SEC”) facilities on the OSU Corvallis campus over the course of three (3) years (*the “Project”*).

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

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE- A virtual Non-Mandatory Pre-Proposal Conference will be held at 2:00 PM PT on September 22, 2022 via Zoom. Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 30 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

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. 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.

UHDS maintains and operates sixteen residence halls and three dining halls on the Corvallis campus. UHDS strives to provide environments and skills to advance personal and community health and well-being, foster transformative learning environments that have deeply embedded academic programs and support services and engage all students in inclusive residential and dining environments and programs that raise and equalizer retention and success.

When it was dedicated on June 1, 1929, the MU was the first student union in the state and its funding came from alumni and student contributions. Construction on the grand building was completed in 1928 and the MU quickly became the center of campus life. Designed by Portland-

based architect and 1907 OAC graduate Lee Thomas, the MU stands as both a student center and memorial to honor the service people who died in WWI and the Spanish-American War. The building remained virtually unchanged until fall term of 1960 when the two wings were added at each end of the building for the bookstore and dining commons.¹ Today, the MU houses many programs and offices including the Student ID Center, MU Lanes & Games, the Grigg's Center for Black and Indigenous Student Success, Veterans Lounge, MU Creative Studio, Amazon Locker, US Bank, as well as several restaurants including JavaStop, Off the Quad, Bites and restaurants inside The Commons. The MU is also home to various meeting rooms and event spaces, including the illustrious MU Ballroom and the ever popular napping grounds of the Main Lounge².

Since the MU opened in 1928, the student population has been steadily outgrowing its student union space. For 10 years prior to the opening of SEC, ASOSU and Memorial Union presidents and students worked to conceptualize, plan, and fund the SEC, which opened in May 2015. The SEC houses 28 student programs and initiatives including Orange Media Network, which occupies the entire fourth floor, ASOSU, the Ettihad Cultural Center and the Craft Center. Outside, the SEC is flanked by a large, covered plaza, which provides an outdoor event space.³

1.3 Location. GC Services, when requested by OSU, will take place in various UHDS facilities, the MU and the SEC.

1.4 Summary of Work. Facility renewal of the following building inventory on the Corvallis campus of OSU:

- 1.4.1** 15 residence halls with approximately 4,500 residential bed spaces
- 1.4.2** 107 one, two and three-bedroom family housing apartment units
- 1.4.3** 3 large dining centers with production kitchens, multiple retail platforms and a catering operation
- 1.4.4** various facilities design in the support of administrative and student life offices and programs
- 1.4.5** Memorial Union, 2501 SW Jefferson Way, Corvallis, OR 97331
- 1.4.6** Student Experience Center, 2251 SW Jefferson Way, Corvallis, OR 97331

1.5 Scope of Services. These facility renewals are intended to reduce deferred maintenance backlogs, modernize our facilities and reduce operating costs, and adjust physical spaces to support the technology and programs reflective of current OSU and national trends in student life and on-campus housing. OSU anticipates utilizing multiple project delivery approaches under the contemplated contract including design/bid/build (with a third-party design firm) and minor design/build (with the general contractor managing the design and construction scope).

The type of projects anticipated by UHDS under the contemplated contract may include, but are not limited to, the following:

- 1.5.1** Retrofit and installation of fire & life safety systems in legacy UHDS buildings
- 1.5.2** Roof replacements
- 1.5.3** Window system replacements

¹ <https://guides.library.oregonstate.edu/buildings/memorial-union>

² <https://mu.oregonstate.edu/about>

³ <https://guides.library.oregonstate.edu/buildings/student-experience-center>

- 1.5.4 Bathroom/shower upgrades and remodels
- 1.5.5 MEP system upgrades and modernization
- 1.5.6 Accessibility and path of travel upgrades
- 1.5.7 Renewal of finishes - paint, carpentry, flooring, ceiling systems
- 1.5.8 Updates to residence hall apartments, kitchens, and laundry facilities
- 1.5.9 Masonry repairs and mitigation of water infiltration issues
- 1.5.10 Installation of electronic access door hardware and systems
- 1.5.11 Reprogramming of residence hall community spaces to deliver interactive study spaces, advising offices, academic support spaces, and classrooms.
- 1.5.12 Seismic upgrades
- 1.5.13 Renovation and renewal of dining facilities with large dining areas and productions kitchens

Services and subcontracts to be included within the general contractor's scope will generally include:

- 1.5.14 Project management, construction cost estimates, schedule development and overall project and subcontractor coordination. For some projects, a design/build project delivery method will be employed and subcontractors will include design professionals.
- 1.5.15 Demolition of interior partitions and finishes, the removal and appropriate disposal of demolished material and potential surplus items. The general contractor will be expected to make and document best efforts toward recycling of waste material.
- 1.5.16 Interior partition construction, drywall, and drywall finishing.
- 1.5.17 Carpentry and repairs to existing construction.
- 1.5.18 Interior doors, frames, relights and hardware.
- 1.5.19 Electrical wiring, lighting and low voltage installation and repair.
- 1.5.20 Plumbing repair and installation, including ADA upgrades.
- 1.5.21 Mechanical system upgrades and repairs. Air balancing for areas that have been rezoned.
- 1.5.22 Fire sprinkler repair and upgrades.
- 1.5.23 All work will be provided by fully licensed and bonded professionals.

For each project, the successful proposer(s) will:

- 1.5.24 Meet with Our staff to understand size, schedule and budget of each project, and provide estimates and schedules prior to commencing work.
 - 1.5.25 Maintain the project schedule and communicate directly with the UHDS project manager.
 - 1.5.26 Conduct a weekly walkthrough with the UHDS project manager.
 - 1.5.27 Project costs will not include:
 - 1.5.27.1 Parking
 - 1.5.27.2 Travel expenses for individuals traveling to the jobsite
- 1.6 **Budget.** \$4,000,000 - \$7,000,000 annually for three 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 Master Contractors to perform projects 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.

2.0 SCHEDULE

Issue Date	September 14, 2022
Non-Mandatory Pre-Proposal Conference	September 22, 2022 at 2:00 PM via Zoom
Question Deadline	September 30, 2022 at 5:00 PM
Final Addendum Issuance (if necessary)	By October 6, 2022
Proposal Due Date/Time	October 13, 2022 at 2:00 PM

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

Estimated notification of finalists (If Applicable)	October 31, 2022
Presentations/Interviews (If applicable)	Week of November 14, 2022
Notice of Intent to Award	By November 21, 2022
Estimated Contract execution	By January 1, 2023

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 (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 Contractor 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 July 1, 2022 PWR Apprenticeship Rates
- 6.3 July 1, 2022 Prevailing Wage Rates for Public Works Contracts in Oregon
- 6.4 January 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.

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 will be administered virtually via Zoom. Proposers **must** contact the **Contract Administrator** to request virtual Conference access. This request must occur no later than thirty (30) minutes prior to the meeting time, as stated in this RFP. Attendance will be documented by OSU.

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 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.

7.3.3 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 (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

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

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

7.4.4 The electronic Proposal should be **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches** with no fold-outs (except for any large format documents required by evaluation criteria). The basic text information of the Proposal should be presented in standard business font size, and reasonable margins.

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

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

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

7.4.8 Each Proposal shall be emailed to 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 first in a **potential** two-step process in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee with the top scoring firms being invited to advance to Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Twenty (20) minute** presentation period, immediately followed by a separate **Thirty (25) minute** Q&A session.

After all of the Presentations/Interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the Presentations/Interviews. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Proposers submitting responsive proposals or all Proposers in the competitive threshold.

Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

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

7.8.1 Firm Background (30 points)

Provide a brief description of your firm, your firm's history and your firm's business philosophy including the fundamentals that you believe have been key to your success. Include an organizational chart or a description of your business model; describe your experience and your current long term contracts. Indicate the size of your company, including ownership, laborers on full time staff, laborers on part time staff, and administrative personnel.

7.8.2 Key Personnel (15 Points)

Identify the personnel in your firm that you propose to assign to UHDS projects. Provide concise descriptions of their experience that you believe will be relevant to our projects. OSU is particularly interested in experience concerning student residences and dining halls of similar size and scale. Use specific examples, including the role of your key proposed personnel on past projects and explain their responsibilities on our projects. Indicate each key person's knowledge of local subcontractors and suppliers, or how they would go about obtaining that knowledge. Include your proposed management organization chart for our projects.

7.8.3 Cost Control/Risk Management Methods (15 Points)

Describe your proposed methodology and experience with preconstruction services, including value engineering, cost planning, constructability analysis, and cost and constructability risk management and risk mitigation evaluations/analyses. Describe in detail how your firm will manage and communicate ongoing regular construction costs and budget status with UHDS project management staff and its design professionals. Provide a description of your processes for managing changes in construction, including your proposed methods that will mitigate construction change orders and construction claims.

7.8.4 Project Management (25 Points)

Provide a proposed response time required for a typical project, including how much notification your firm will need prior to project start up and how much coordination time will be required by your firm prior to project start up. Describe your experience with projects with aggressive schedules and your capabilities to perform the services sought. Describe how you will ensure that UHDS projects are completed safely, on schedule and within the contract budget, given the high quality of work expected by OSU.

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 CM/GC 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.

7.9 Point Summary Table.

Criteria	Point Value
Firm Background	30 Points
Key Personnel	15 Points
Cost Control/Risk Management Methods	15 Points
Project Management	25 Points
Workforce Diversity Plan	15 Points

7.10 Optional Presentations/Interview and Reference Checks (60 Points).**7.10.1 Presentations/Interviews (50 Points)**

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

7.10.2 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/Agreement shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.12.3 OSU reserves the right to deny contract term negotiations with the Apparent Successful Proposers 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 Proposers are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Proposers and enter negotiations with the next highest scoring Proposer, etc.

8.0 MISCELLANEOUS

8.1 Financial Responsibility.

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

8.1.2 OSU may postpone the selection of finalists or execution of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsible and constitute grounds for Proposal rejection.

8.2 Project Termination.

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

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

8.4 Nondiscrimination. By submission of a Proposal, the Proposer certifies under penalty of perjury that the Proposer will not discriminate against minority, women, emerging small business or service-disabled veteran owned business enterprises in obtaining any required subcontracts.

8.5 AA/EEO Employer. OSU is an AA/EEO employer.

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

8.6.1 Smoke and Tobacco Free Campus. Owner's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

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

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

8.7 Background Checks. All UHDS buildings are designated as critical, occupied or security-sensitive facilities. Thus, the selected Contractor shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum, and national for Contractor employees that formerly lived outside of the state of Oregon) on each Contractor employee and agent with satisfactory results before referral or placement at any Owner work location. Contractor 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.

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

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

Contractor 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 Contractor.

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

Contractor shall require Contractor's subcontractors and agents providing services under the Contract to comply with this provision. The Owner may audit Contractor's background check processes at any time to ensure compliance with this section. Failure of Contractor 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, Contractor termination by the Owner without further liability or obligation, or both. Contractor 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.

8.9 Reservation of OSU's Rights. In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Agreement, OSU reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

8.9.1 Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Agreement, without incurring any obligations or liabilities.

8.9.2 Modify the procurement schedule.

8.9.3 Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal.

8.9.4 Suspend and terminate the procurement process or terminate evaluations of Proposals received.

8.9.5 Permit corrections to data submitted with any Proposal.

8.9.6 Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.

8.9.7 Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.

8.9.8 Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.

8.9.9 Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to OSU.

8.9.10 Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.

8.9.11 Request additional information from a Proposer during the evaluation of its Proposal.

8.9.12 Negotiate with one or more Proposers regarding any particular or all aspects of the Agreement as determined by OSU in its sole discretion. However, OSU does not have to negotiate with any Proposer. The successful Proposer may be required to sign the Agreement with OSU without negotiation of any terms or conditions.

9.0 EXHIBITS

Exhibit 1 – Sample Master Contract

Exhibit 2 – General Conditions

Exhibit 3 – MWESB Instruction and Form

Exhibit 4 – Payment and Performance Bonds

END OF RFP