



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2023-010261

### RICHARDSON HALL CHILLER AND CONTROLS REPLACEMENT CM/GC

ISSUE DATE: November 23, 2022

**MANDATORY PRE-PROPOSAL CONFERENCE & SITE**

**VISIT:**

November 30, 2022 at 10:30 AM Pacific Time (PT)  
Richardson Hall Room 107

**RFP DUE DATE/TIME:**

January 5, 2023 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: December 8, 2022 at 6:00 PM Pacific Time (PT)

PROJECT NUMBER:2239-23

**CONTRACT ADMINISTRATOR:**

Brooke Davison, Construction Contracts Officer  
Construction Contracts Administration  
Oregon State University  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333

**APPEALS:**

Hanna Emerson, Construction Contracts Manager  
Construction Contracts Administration  
Oregon State University  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333

Email: [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu)

Email: [hanna.emerson@oregonstate.edu](mailto: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” and/or “Owner”) is conducting a competitive **ONE OR TWO-STEP** Request for Proposals (RFP) process to retain one (1) Contractor to provide construction management/general contractor (CMGC) services for the Richardson Hall Controls & Chiller Replacement project (*the “Project”*).

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

**MANDATORY PRE-PROPOSAL CONFERENCE and SITE VISIT** - A Mandatory Pre-Proposal Conference and Site Visit will be held at 10:30 AM PT on November 30, 2022. Meet with the Owner in Room 107 of Richardson Hall on the OSU Corvallis campus. A second, non-mandatory site visit will be held December 5, 2022 at 2:00 PM. Meet the Owner for the second, non-mandatory site visit at the north entrance lobby of Richardson Hall. Parking and building location information can be found at [www.oregonstate.edu](http://www.oregonstate.edu). Campus Safety Policies for Face Covering and Physical Distancing requirements related to Covid-19 are located at <https://covid.oregonstate.edu/safety-policies>.

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

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

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

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

**1.3 Location.** Richardson Hall, located at 3180 SW Jefferson Way on the Corvallis campus, opened in 1999 and houses several departments in the College of Forestry. The building is approximately 101,000 square feet and three (3) stories tall. Richardson Hall includes faculty offices, research labs, and a GIS classroom/laboratory. It is named for Kaye Richardson, an Oregon forester, who made the largest gift of property OSU has ever received. Initially valued at \$13 million, the Richardson timber land sold for \$24 million in the early 1990s. In addition to Richardson Hall, the gift

funded three endowed faculty positions in the College of Forestry.

**1.4 Summary of Work.** Replace existing controls systems and the existing chiller. In addition, provide two (2) 240-ton trailer mounted scroll chillers with factory mounted pumps, as well as develop a phased implementation strategy for the work.

**1.5 Scope of Services.** The chiller in Richardson Hall was originally intended to serve both Richardson Hall and the adjacent Peavy Hall. With the separation to the cooling systems during the Peavy Hall reconstruction the current chiller is not able to operate Richardson Hall independently. The original pneumatic controls need replaced with a newer, lower maintenance DDC system. There are five (5) air handler units that service the building along with four (4) sets of exhaust fans. In addition, there are multiple terminal units with reheat coils that serve the admin and lab spaces. The main chiller feeds three (3) air handler units and a separate chiller feeds one (1) unit.

Currently the west wing of the building is not experiencing the same cooling difficulties. This wing primarily includes faculty offices. The south wing of the building (both labs and offices) are experiencing temperature discomfort which is impacting several research projects. Because the chiller is likely oversized, space temperatures are currently being maintained by adding heat for simultaneous heating and cooling to minimize chiller short cycling. The pneumatic controls are requiring intensive service to identify and repair leaks that limit the controls. Additions of new alarm systems will also be implemented during this project including building pressure alarm, leak detection and steam trap monitoring.

It is anticipated that an Early Work Amendment (EWA) will be issued for the procurement of two (2) 240 ton scroll trailer mounted chillers. These chillers may be used to cool Richardson during the 2023 cooling season. Completion of the necessary connection points and integrated design for the temporary chillers will need to be completed prior to the remainder of the project scope of work. Coordination to develop an OSU temporary chiller connection design standard will also be required for use in future projects. Due to long lead time issues, OSU is expecting the selected CMGC to develop measures for temporary cooling until trailer mounted units arrive. While on site, additional scope may be added to support building system operations and system renewal scopes that OSU identifies critical to the building.

The new controls system must be consistent with current OSU construction standards, including system visibility from remote access locations.

OSU has identified an Alternate related to the controls portion of the scope. Alternate 1 is for the wood pressure treatment lab 197B to be brought up to current standards to function as originally intended. The system needs continuous exhaust and make up air and separation of mechanical systems from adjacent rooms. Minor electrical and plumbing modifications will also be necessary.

At minimum, the scope of services must include a Kick-off Meeting, Existing Conditions Review, Order of Magnitude Cost Estimates, General Preconstruction Services, prepare EWA for trailer mounted chillers and a GMP proposal. Provide recommendations based on building user needs, energy use and ability of university to operate.

Preconstruction services should include proposed schedule and estimated costs for each design phase

(schematic, design development and construction documents).

The Awarded CMGC is encouraged to make recommendations and revisions to the scope of work based on CMGC's practical experience in laboratory and system controls design, space planning and feasibility studies.

**1.6 Budget. Preconstruction budget is limited to \$15,000.**

**2.0 SCHEDULE**

Issue Date	November 23, 2022
<b>Mandatory Pre-Proposal Conference &amp; Site Visit</b>	November 30, 2022 at 10:30 in Room 107 of Richardson Hall
Non-Mandatory Second Site Visit	December 5, 2022 at 2:00 PM, North Lobby Richardson Hall
Question Deadline	December 8, 2022, 5:00 PM
Final Addendum Issuance (if necessary)	By December 13, 2022
Proposal Due Date/Time	January 5, 2023, 2:00 PM

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

Estimated notification of finalists (If Applicable)	January 18, 2023
Presentations/Interviews (If applicable)	Week of January 30, 2023
Notice of Intent to Award	By February 3, 2023
Estimated Contract execution	By March 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](mailto:constructioncontracts@oregonstate.edu) no later than the **Question Deadline** as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

**3.2 Solicitation Process Revision Requests.**

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

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

### 3.3 Change or Modification.

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

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

### 3.4. Appeals.

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

## 4.0 PUBLIC RECORD

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

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

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

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

## 5.0 FORM OF AGREEMENT

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

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

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

## **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 held at the time and location stated on the cover page above. The Proposer must attend the Mandatory Pre-Proposal Conference. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference. Attendance will be documented by a sign in sheet provided to all attendees. Prime Proposers will be required to check in and provide their name, firm name, and email address to the sign in sheet at the beginning of the Pre-Proposal Conference.

**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 The Proposer must attend the Mandatory 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 by OSU. Proposers who arrive more than five (5) minutes after start time of the Site Visit will not have their attendance documented and will have their Proposal rejected if submitted.**

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

### **7.3 Proposal Submission.**

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

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

Standards.

**7.3.3** 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<sup>1</sup> 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](mailto:bids@oregonstate.edu). Proposals must be received by the date/time and in the format specified herein. The email line should contain the Solicitation Number/Name and Firm Name. Only those Proposals received at this email address by the Proposal Due Date/Time shall be considered responsive. Proposals submitted

---

<sup>1</sup> The CMGC Fee Proposal required by **Section 7.8.7** is exempted from this requirement. The CMGC Fee Proposal must be a separate document as indicated in **Section 7.8.7**.

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 further evaluation steps including 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 and Experience (15 points)**

Describe your firm's history. Include information identifying the firm's annual volume,



financial/bonding capacity for this Project, and speak to the firm's stability in the market place. Explain relevant experience particularly with working on projects of similar scope for public entities. Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project will assist in the evaluation.

#### **7.8.2 Key Personnel (15 Points)**

Provide the names of the Project Manager and Superintendent that you will commit to this Project. Demonstrate their specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with the GC process and working under OSU or similar large public contracting agencies' contracting rules. Identify their length of employment with your firm and, if less than three years, recent prior firm(s), their responsibility on this Project, and their primary office locations.

#### **7.8.3 Proposed Project Schedule (10 Points)**

Prepare a proposed Project schedule that identifies milestones and duration for each proposed activity. When drafting this schedule, use your best judgement with the information OSU has provided in this RFP. This schedule will be used for evaluative purposes and may not be included in any resulting contract.

#### **7.8.4 Proposed Implementation Plan (15 Points)**

Describe your firm's approach to developing an implementation plan for the work, knowing the building will be occupied as the work occurs.

#### **7.8.5 Preconstruction Plan (15 Points)**

Describe your firm's approach to preconstruction. Outline personnel that will be involved with preconstruction and their commitment level. Describe unique approaches to preconstruction that will be implemented for this project. Outline the services rendered within the preconstruction budget provided in **Section 1.6** above.

#### **7.8.6 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 CMGC must perform the Work according to the means and methods described in the workforce plan described in its Proposal, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

**7.8.7 CMGC FEE PROPOSAL (15 Points)**

Provide your firm's **CM/GC Fee as a percentage of the Estimated Cost of the Work** for this Project. This fee shall cover, at a minimum, the Construction Management elements and Costs Excluded from Cost of the Work, as specified in the Agreement and specifically identified in the Direct Costs/ General Conditions Work Costs Matrix at Exhibit O ("**Matrix**"). Items identified in the Matrix as applicable to the CM/GC Fee shall not be reimbursed as General Conditions Work ("**GC Work**"). GC Work means (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is specifically identified as GC Work as identified in the Matrix, and (ii) any other specific categories of Work approved in writing by OSU as forming a part of the GC Work. See the attached Sample Agreement for details.

The Matrix is included in the RFP as guidance in developing the CMGC Fee and understanding which items will be considered a direct cost of the work or GC Work costs and which items are not reimbursable, but which will be recovered through the CMGC Fee. After contract award and prior to construction work being performed under the first Early Work Amendment or the GMP Amendment, as applicable, the maximum not-to-exceed amount for General Conditions Work items for the Project will be established and set forth in the applicable amendment.

The CMGC Fee Proposal *must be submitted in a separate document* from the remainder of the RFP Response. Do not include the CMGC Fee Proposal in the same document as the responses to the evaluation criteria 7.8.1 through 7.8.6 above.

**NOTE:** Formula for scoring Fee Points will be as follows: Lowest Fee will receive full points with higher cost receiving proportionally lower points according to this formula: **(Low Fee%/Fee%) x Points Available** (rounded to the nearest 0.25 point)

**7.9 Point Summary Table.**

<b>Criteria</b>	<b>Point Value</b>
Firm Background & Experience	15 Points
Key Personnel	15 Points
Proposed Project Schedule	10 Points
Proposed Implementation Plan	15 Points
Preconstruction Plan	15 Points
Workforce Diversity Plan	15 Points
Fee Proposal	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 Proposer. Information regarding the 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 Reference Checks (10 Points).**

In addition to responding to the evaluation criteria above, **all Proposers** (*not just finalists*) **must** provide the names, addresses, phone numbers and e-mail addresses of three (3) references *with their Proposal Submission*. 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 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 Proposer if such contract terms were not received by OSU in the Solicitation response pursuant to Section **7.12.2** above.

**7.12.4** OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

**7.12.5** If OSU and the Apparent Successful Proposer are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Proposer and enter negotiations with the next highest scoring Proposer, etc.

### **8.0 MISCELLANEOUS**

#### **8.1 Financial Responsibility.**

**8.1.1** OSU reserves the right to investigate, at any time prior to execution of the contract, the Proposers financial responsibility to perform the anticipated services. Submission of a Proposal will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Proposers, in writing, of any other documentation required, which may include, but need not be limited

to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the Proposal.

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

## **8.2 Project Termination.**

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

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

## **9.0 EXHIBITS**

Exhibit 1 – [Supplemental Information](#) (1997 CAD Drawings, As Built, Reports, and Book Plans)

Exhibit 2 – Sample CMGC Agreement

**END OF RFP**