



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2022-006707

Special Inspection and Testing Services for Utility Connection and Monitoring Facility: PacWave South

ISSUE DATE: March 24, 2023

RFP DUE DATE/TIME:

April 10, 2023 at 10:00 AM Pacific Time (PT)

Via electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: April 3, 2023, at 2:00 PM Pacific Time (PT)

PROJECT NUMBER: 2090-18

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 STEP** Request for Proposals (RFP) process to retain one firm to provide **Special Inspection and Testing Services for the build of the PacWave Project’s Utility Connection and Monitoring Facility (“UCMF” or “Facility”)**.

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

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

1.2 Background and Introduction

OSU is seeking proposals from qualified firms for special inspection and testing services for the construction of the PacWave Project UCMF, to be located south of Newport, Oregon and as further described in this RFP. The intended result of this RFP is to award and execute a Contract to one firm, for special inspection and testing services for the duration of the UCMF construction.

The proposing firm may sub-contract as necessary to ensure a comprehensive team. OSU may update the sample Consultant’s Agreement to reflect the selected proposer’s use of subcontractors.

OSU is an Affirmative Action and Equal Employment Opportunity employer.

1.3 PacWave Project Summary

OSU partnered with the U.S. Department of Energy (“DOE”) and other stakeholders to design and build the nation’s first, pre-permitted, grid-connected facility for testing wave energy convertors, located off the Oregon Coast, between Newport and Waldport, called PacWave South (“PacWave” or “PacWave South” or “PacWave Project” or “Project”). When completed, it will become the nation’s first grid-connected, pre-permitted wave energy test facility. PacWave is supported by DOE’s Office of Energy Efficiency and Renewable Energy (under the Waterpower Program Award Number DE-EE0007899), 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.

1.4 Location. UCMF work site location on Wenger Lane, Seal Rock, Oregon, at:

44.459535, -124.073692

1.5 Summary of Work. The Work consists of ***Phase 2 – Buildings and Site Work*** for the construction of the UCMF, a Facility comprised of (3) three buildings, and the site improvements of a 4.44 acre unimproved parcel of OSU-owned property where the UCMF will be located. Project site is located on the Oregon Coast, south of Newport, Oregon.

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 is to be regraded, existing subgrade rock removed including geotextile, proof-rolled, geotextile replacement, subgrade rock replacement, final graded and paved.

The buildings include: Power Conditioning Building, 140 feet by 80 feet; Switchgear Building, 70 feet by 48 feet, both to be constructed as pre-engineered metal buildings (PEMB); and 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. Work includes; large terrestrial vault, ground wire grid, switchgear equipment, ground switch, medium voltage cables, and relay panels. Static VAR compensator to be furnished by Owner, installed by Contractor. This facility will be grid connected to Central Lincoln PUD

1.6 Scope of Special Inspection and Testing Services. Typical special inspection services as well as fill compaction and concrete testing services. Refer to the structural drawings, specifically Sheet S1.20, for a complete list of special inspection and testing. Other testing includes periodic compaction testing of Fill for roadway and driveway improvements. See Exhibit A - Scope of Work for additional details.

2.0 SCHEDULE

Issue Date	March 23, 2023
Question Deadline	April 3, 2023, at 2:00 PM PT
Final Addendum Issuance (if necessary)	April 6, 2023
Proposal Due Date/Time	April 10, 2023, at 10:00 AM PT

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

Notice of Intent to Award	by April 14, 2023
Estimated Contract execution	by April 24, 2034
Estimated Notice to Proceed	by April 25, 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 CONSULTANT AGREEMENT is included as Exhibit B and contains contract terms and conditions applicable to the work. The sample Agreement 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 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 OFFERORS

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

7.2 Reserved.

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 As applicable, 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.

7.3.4 The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days from . OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

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 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 Exhibit B 'Sample Consultant's Agreement' shall be clearly identified and appended to the Proposal 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 only step in the selection of a firm for this RFP. The Proposals received in response to this RFP will be evaluated by a selection committee.

The members of the selection committee will discuss the strengths and weaknesses of all Proposers. The members of the selection committee will then score the Proposers based on all information received and presented in the Proposals. Optional Reference Checks may be undertaken to aid in final scoring. Upon completion of final scoring, an Intent to Award will be issued identifying the Apparent Successful Proposer and negotiations may commence with the Apparent Successful Proposer to finalize a contract in accordance with Section 7.12 below.

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

7.8.1 Experience on Similar Projects (30 points)

Describe your firm's experience with similar or comparable projects and scopes of work during the past five years. Describe the function(s) performed by your firm. Include references for each of the projects. Specifically include experience working with higher education institutions. Demonstrate understanding of applicable codes, local authority having jurisdiction procedures and requirements, as applicable.

7.8.2 Key Personnel (25 Points)

Identify the personnel in your firm who would be assigned to the project, their specific roles in this project, and their previous experience in those roles. Also identify the consultants 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 (15 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 (10 Points)

Provide a proposed work plan and schedule for accomplishing the Scope of Work that is achievable by your firm's staffing availability. Confirm the availability of the team members to work for the duration of the project.

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

7.8.6 COST PROPOSAL (10 Points)

Provide a **COST PROPOSAL** for the Utility Connection and Monitoring Facility on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount utilizing your Consultant Reserve rates. Please clearly identify the amount for Basic Services and a Reimbursable Expenses allowance.

Please include a breakdown of the costs including a listing of the types of personnel participating in the work, an estimate of their hours and rates charged for their services based on the proposed scope listed in Section 1.0. Propose on 40 site visits.

Scoring will be based solely on the total maximum not-to-exceed amount.

NOTE: Formula for scoring Cost Points will be as follows: Lowest Cost will receive full points with higher cost price related items receiving proportionally lower points according to this formula: **(Lowest Cost or Cost%/ Cost or Cost%) x Points Available**

7.9 Point Summary Table.

Criteria	Point Value
Experience on Similar Projects	30 Points
Key Personnel	25 Points
Firm Background and Description	15 Points
Workplan and Staff Availability	10 Points
Workforce Diversity Plan	15 Points
Cost Proposal	10 Points
References (Optional)	10 Points

7.10.1 RESERVED

7.10.2 Optional Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, provide the names, addresses, phone numbers and e-mail addresses of three (3) references, Exhibit E – OSU Reference Form. 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. Reference Check points are cumulative with the scoring criteria point totals.

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.

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

8.0 MISCELLANEOUS

8.1 Financial Responsibility.

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

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

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

8.2 Project Termination.

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

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

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

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

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

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

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 C 'Federally Required Provisions' for a summary of those applicable flow downs.

9.0 EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Sample Consultant's Agreement

Exhibit C – Federal Provisions

Exhibit D – UCMF General Contractor's Construction Schedule

Exhibit E – OSU Reference Form

END OF RFP

Exhibit A 'Scope of Work'

OSU requires special inspection and testing services for poured-in-place concrete and its related steel reinforcement; (the structure is steel frame with slab-on-metal-deck), erection of precast members; masonry, masonry grout, and masonry anchors; asphalt testing; both field and fabrication shop structural steel welding inspections and structural steel bolting requirements; fireproofing; and compaction for utilities and pavements. The inspections will ensure that all construction complies with the Project Manual, Drawings, Specifications, addenda, and all applicable building testing codes and requirements.

In the performance of the special inspection and testing services, the testing and inspection Agents will be responsible for coordinating their performance with that of the Architect, its staff and consultants, as well as with the General Contractor and its staff and subcontractors.

To be considered for award, Proposer must demonstrate in their Proposal response the ability to maintain rapid construction schedules and work with the General Contractor to maintain the General Contractor's established construction schedule in Exhibit D 'UCMF General Contractor's Construction Schedule.' For the purposes of this RFP, Proposer is to estimate 40 site visits for the duration of the term of the resultant contract. The term of resultant contract is estimated to begin at contract execution and end at construction final completion on August 7, 2025.

UCMF Project Manual, Drawings and Specifications, and addenda, posted at the Google Drive folder at the link below:

https://drive.google.com/drive/folders/1CNP97ReWFyhILZrLdLgos253qsmDg_w?usp=sharing

(No representation is made as to whether such plans and specifications are complete and final. Rather, they are being made available to assist Proposer in assessing the anticipated scope and quantity of Services to be required of the Proposer awarded a Contract.)

Any testing laboratories responding to this RFP must be accredited to perform all of the tests and calibrations required within the scope of this RFP. Further, all inspection personnel assigned to the work (the Testing and Inspection Agents) pursuant to the Consultant Agreement to be entered into by the successful Proposer must be certified by the International Conference of Building Officials ("ICBO"). As applicable, the Consultant selected shall also be either previously approved in writing by the appropriate jurisdiction for all testing disciplines or become approved prior to signing any Consultant Agreement with the University. The process for approval requires provision of the ICBO certification for each proposed inspector and the laboratory's accreditation documents to the appropriate jurisdiction as applicable.

Special inspection and testing services included in this solicitation are anticipated to be provided in two phases. The first phase (Phase I) will include reinforced concrete and structural steel-rebar testing and inspection ("Phase I Services"). The second phase (Phase 2) may include some of the same services as required under Phase I, together with testing and inspection of precast concrete, masonry, asphalt, structural steel, structural steel bolting, and fireproofing ("Phase 2 Additional Basic Services"). To be considered for award, Proposers must demonstrate the capability of providing the complete package (both Phase I and Phase 2) of testing and inspection services ("Services") required

hereunder.

Exhibit B ‘Sample Consultant’s Agreement’

(Attached as a separate PDF)

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

This Consultant’s Agreement 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 of Events.’ For questions related to this Sample Consultant’s Agreement, 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/all exceptions to the Terms and Conditions included in the Sample Consultant’s Agreement.

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.

Exhibit C ‘Federal 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/price/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 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 D ‘UCMF General Contractor’s Construction Schedule’

(Attached as a separate PDF)

Note: The Exhibit D construction schedule is a draft for RFP purposes only.

Exhibit E – ‘OSU Reference Form’**REFERENCES**

Use this form to provide references with current contact information for three past clients of a similar Scope as the scope described in this RFP. Verify that the individuals provided as a reference had direct contact with the representative services provided by your firm. Do not include references for any person(s) employed by your firm or other firms identified in your proposed team 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:	_____		