



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2023-011329

### Oak Creek Building Roof Repair CM/GC

ISSUE DATE: March 27, 2023

**MANDATORY PRE-PROPOSAL CONFERENCE AND**

**SITE VISIT:**

April 03, 2023 at 10:30 AM Pacific Time.  
Oak Creek Building, 3015 SW Western Blvd,  
Corvallis, OR 97331

**RFP DUE DATE/TIME:**

April 21, 2023 at 02:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: April 10, 2023 at 12:00 PM Pacific Time (PT)

PROJECT NUMBER: 2392-22

**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 **TWO-STEP** Request for Proposals (RFP) process to retain one (1) Contractor to provide construction management/general contractor (CM/GC) Services for it’s Oak Creek Building Roof Repair (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** – Mandatory Pre-Proposal Conference and Site-Visit shall take place April 3, 2023 at 10:30 AM PT at the Oak Creek Building, located at 3015 SW Western Blvd, Corvallis, OR 97331. Please meet on the western side of the building. 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.** Oak Creek Building, 3015 SW Western Blvd, Corvallis, OR 97331.

The Oak Creek Building is located on Oregon State University campus at SW Western Boulevard and SW 30th Street in Corvallis, Oregon. It consists of four separate but connected buildings termed A, B, C and D. The Oak Creek Building is not located in the OSU National Historic District. The buildings were constructed in two phases. Buildings A, B and C were part of the original 1956 project with Building D added in 1967. All four buildings have been reroofed or over-roofed once during their

lifetime. The original purpose of the complex was to support research and development relating to Oregon’s timber industry. The original design was intended to demonstrate the current wood technology of the time and, as a result, a unique glue laminated structural system was used and exposed in the basic structure each of the four buildings. Buildings A and B provide primarily workshop and laboratory space. Building C is an office building. Building D provides laboratory space.

#### 1.4 Summary of Work.

The Project addresses roof conditions and structural failures at the south building elevations and consists of:

1. Structural repairs to failed glue laminated exterior frames at the south façade.
2. Replacement of second story windows and exterior walls at the south façade.
3. Modifications to existing mechanical and electrical systems as required to accommodate window and wall replacements.
4. Replacement of roofing and insulation systems on all four of the buildings.
5. Upgrade of roof related insulation systems to meet code plus 20%.
6. New fall protection systems.
7. Modifications to existing roof drainage and equipment as required for reroofing.

Roof Areas are:

Roof Area A	16,622 SF
Roof Area B	11,484 SF
Roof Area C	8,013 SF
Roof Area D	6,210 SF
Links & Entrances	1,528 SF
<b>TOTAL AREA</b>	<b>43,857 SF</b>

#### 1.5 Scope of Services.

At minimum, the scope of services will include assistance during design. This will include constructability reviews, budget estimating, and destructive investigation if needed. Also required is a Kick-off Meeting outlined below, and then finally construction.

##### KICK-OFF MEETING

Following release of the Notice Proceed, the selected Contractor must convene a project kick-off meeting. The agenda for the meeting must include contract administration requirements, the confirmation of the project scope of work, the approval of a project schedule, and a review of the project delivery process. Deliverables: Meeting agenda, team meeting summary, project scoping document, project schedule.

**1.6 Budget.** Estimated budget is \$3.6 Million.

#### 2.0 SCHEDULE

Issue Date	March 27th, 2023
<b>Mandatory Pre-Proposal Conference/Site-Visit</b>	<b>April 3<sup>rd</sup>, 2023, 10:30 AM PT</b>
Question Deadline	April 10 <sup>th</sup> , 2023 12:00 PM PT
Final Addendum Issuance (if necessary)	By April, 12, 2023

Proposal Due Date/Time

April, 21, 2023, 2:00 PM PT

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

Estimated notification of finalists	May 5th, 2023
Presentations/Interviews	Week of May, 15 <sup>th</sup> , 2023
Notice of Intent to Award	By May 23 <sup>rd</sup> , 2023
Estimated Contract execution	By May 30 <sup>th</sup> , 2023
Estimated Notice to Proceed	By June 3 <sup>rd</sup> , 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 CM/GC Agreement is included as Exhibit 2 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 Site Visit.

**7.2.1** The Pre-Proposal Conference/Site Visit will be held at the time and location stated on the cover page above, and in Section 1.1. The Proposer must attend the Mandatory Pre-Proposal Conference/site visit. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference/Site Visit. 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. Proposers who arrive more than five (5) minutes after start time of the Pre-Proposal Conference/Site Visit will not have their attendance documented and will have their Proposal rejected if submitted.

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

**7.2.3** 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 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 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 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 virtual Proprietary Discussions and Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Thirty (30) minute** presentation period, immediately followed by a separate **Thirty (30) 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, 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 Experience on Similar Projects (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. On all projects identified in this section, list the relevance to the key personnel listed below. You do not need to list team members that are no longer with the company, or that will not be part of this project.

### 7.8.2 Key Personnel (25 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 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.

Be sure to include a list of all management that you anticipate will or may be a part of the project **along with their hourly rates. Providing hourly rates is required, but not part of the scoring process however you will receive zero points in this section if they are not included.**

### 7.8.3 Proposed Project Schedule (15 Points)



Prepare a proposed Project plan that identifies how your team will be able to procure materials and your approach to make sure the project can be completed in the timelines. This plan should include a high-level schedule and outline issues that your team sees in meeting the schedule. If your team feels the project can't be completed in the outlined time periods, it is recommended that this be brought to our attention in this proposal, and Owner team will evaluate based on the reasonableness of the proposed plan.

#### **7.8.4 Proposed Site Logistics and Site Safety Plan (10 Points)**

Describe your firm's approach to the management and administration of on-site construction activities for this Project. Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise, material storage, onsite offices, security, etc. Describe how you will keep construction workers, students, faculty, staff and visitors to campus safe while minimizing impact to the day-to-day operations of the campus. This building will still have OSU employees and students in it during construction. We know you don't know all the constraints, but give us your best case proposed approach to minimize impacts to the facilities, but gives you the ability to do the project in the current budget.

#### **7.8.5 Firm Experience With LEED And Sustainable Construction Processes (15 Points)**

Describe your firm's experience with innovative sustainable design and construction practices as related to construction of new buildings. Demonstrate experience with LEED, Living Buildings, Net Zero Buildings or other advanced sustainable construction protocols. Provide examples of how your firm plans to reduce environmental impacts during construction and while operating on campus.

#### **7.8.6 Workforce Diversity Plan (20 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.

#### **7.8.7 FEE PROPOSAL (25 Points)**

Submit a summary of all markup items including fee, insurance, bond, taxes etc. as will be relevant to this project. Include an example screen shot of the change order sheet with

markups and calculations that you would use on this project. In this example, assume the subcontractors cost is \$25,000 and with all your markups, the total will be?

This section will be scored with the lowest total markup receiving the highest score and each higher markup total being reduced by 2 points each. Example (Lowest markup total = 25 points, second lowest = 23 points, third lowest = 21 points and so on).

## 7.9 Point Summary Table.

Criteria	Point Value
Experience on Similar Projects	15 Points
Key Personnel	25 Points
Proposed Project Schedule	15 Points
Proposed Site Logistics/Safety Plan	10 Points
LEED and Sustainable Process	15 Points
Workforce Diversity Plan	20 Points
Fee Proposal	25 Points

## 7.10 Presentations/Interview and (Optional) Reference Checks (50-60 Points).

### 7.10.1 Presentations/Interviews (50 Points)

Presentations/Interviews **will** be conducted to aid in determining the Apparent Successful Proposer. 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 Reference Checks (Optional for OSU-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 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 Background Checks.** The Oak Creek Building & Facilities 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.

#### **9.0 EXHIBITS**

- Exhibit 1 – Roof Designations and Elevation
- Exhibit 2 – Sample CM/GC AGREEMENT
- Exhibit 3 – MWESB Instructions and Form
- Exhibit 4 – Payment and Performance Bonds
- Exhibit 5 – Roofing Report

**END OF RFP**