



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2024-013607

Emmerson Fire Lab Equipment

ISSUE DATE: December 4, 2023

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
December 14th, 2023 at 11:00 AM Pacific Time (PT)
via Zoom

RFP DUE DATE/TIME:
January 12, 2023, at 03:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: December 29, 2023 at 05:00 PM Pacific Time (PT)

PROJECT NUMBER: 2435-23
EDA Award No. 07-79-07910

CONTRACT ADMINISTRATOR:

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It is the Proposer's responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Proposal to be considered non-responsive.

OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE OR TWO-STEP** Request for Proposals (RFP) process to retain one or multiple firms to provide equipment for its Emerson Fire Lab (the “Project”).

Note that This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE- A virtual Non-Mandatory Pre-Proposal Conference will be held on 11:00 AM PT on December 14th, 2023 via Zoom. Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 30 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

Attendance will be taken and posted for the purpose of promoting collaboration amongst suppliers. Those who do not attend are still welcome to submit a proposal.

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

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

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

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

1.3 Location. The TallWood Design Institute (TDI) is constructing a new fire testing laboratory as an expansion of its Emerson Advanced Wood Products lab on the campus of Oregon State University in Corvallis, Oregon. The project is funded in part by a U.S. Economic Development

Administration “Build Back Better” grant. Construction on this facility is expected to begin in the summer of 2024. The project design team is led by KPFF with support from Lever Architecture.

The furnace chamber will be of approximate dimensions 8’L x 4’H x 4’D, with electronic temperature and pressure control systems, a suite of measuring devices, data acquisition and management systems and related software, a dust collection system and a scrubber/filtration system. The furnace will employ natural gas as fuel and can be used to perform fire resistance tests on vertical or horizontal wall specimens, beam-column shear connections and short columns. The chamber complies with various international standards for fire testing, including the ASTM-E119 test for walls, partitions and floor or roof systems, used in the US. The structure will be fire-protected and sprinklered and will allow forklift access via wide front-opening double doors.

This facility will fall under the regulatory definition of laboratory use.

1.4 Summary of Work. Due to the complexity and specificity of the fire testing equipment, OSU is requesting proposals for a system that includes all three of the equipment groups listed below. While a system that includes all three equipment groups is preferred, proposals for individual equipment groups will also be considered. Different equipment that meets the required capabilities (equivalent items) may be submitted by proposers but are subject to approval by OSU prior to being considered.

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

For all Equipment Groups, please include the following information:

- Estimated lead times for delivery.
- Detailed information on warranties.
- Estimated installation time frame.
- **Note that installation will not be awarded with this contract. OSU’s intent is that the awarded proposer will work as a sub-contractor under the general contractor once construction is awarded.**

1.5 Equipment and Scope of Services

Provide design and materials for a furnace, fume extraction hood, chimney stack and an emission control system in the not yet constructed Emmerson Fire lab on OSU’s Corvallis, OR campus. See below for more detailed specifications for the requested items.

Equipment Group 1: Furnace and Furnace controls

Tilting Type Fire Test Furnace

- Natural Gas fired.
- 5MW capacity.
- Capable of testing vertical and horizontal building specimens with integrated tilting mechanism.
- Internal chamber size: 8’x4’x4’ (2.4m x 1.2m x 1.2m).

Solution should include the following items:

- Furnace switching and control system.
 - Data logging inputs/outputs.

- ~12 channels for instrumentation and sensors (not including thermocouples) and/or the ability to expand these outputs at a later date.
- 2 view ports
 - Ports should allow for the use of a camera.
 - Include pricing for an optional integrated camera system if applicable. If OSU decides it wants to add this item, pricing for it will be included when scoring pricing as noted in 7.8.4 but its inclusion will also be considered when scoring other sections.
- Frames for lifting/mounting test specimens.
- Explanation of how your system will accommodate future additions such as panel loading capabilities via a 10-ton hydraulic actuator with 12" stroke.

Provide cut sheets detailing:

- Approximate equipment and operational dimensions including access to serviceable components.
 - Tilt operation
- Location of utility connections such as gas, shop air.
- Location of any required sensors such as thermocouples, or combustion gas probes.
- Necessary floor connections and prep for equipment.

Equipment Group 2: Interior Ducting

Exhaust Hood

- Compatible with NG fired 5MW tilting fire test furnace.
 - Temperatures <2000F.
 - Note: this facility will fall under the definition of laboratory use.
- Adjustable height or other accommodation for both vertical and horizontal tests
- The hood will need to allow for loading the furnace with a bridge crane from one side.
- Please provide a quote for the following item and your recommendation on whether its needed. If not provide an explanation for how your system will control smoke:
 - Side curtains for smoke control.

Provide cut sheets detailing:

- Approximate equipment and operational dimensions including access to serviceable components.
- Approximate support or suspension connection layouts.

Ductwork - Hood to Emission Control Connection

- Compatible with exhaust from a NG fired 5MW furnace.
- Please include the following items in the quote:
 - Installation of refractory or other insulation as needed for safe operation and as dictated by local building codes.
 - Accommodation for later equipment additions:
 - The design should enable the installation of calorimetric, flow measurement, thermocouples, and various gas probes and their respective outputs to metering (e.g. gas density and flow velocity pitots, k type thermocouples, etc.) at a later date.

Provide cut sheets detailing:

- Support connection locations and anchoring requirements.

Equipment Group 3: Emission Control

Exterior emission control system for 5MW fire test furnace including a chimney of a height identified by local building codes. Preliminary design estimates are that the building will be ~45' tall.

- Exhaust gases and particulates <2000F resulting from fire testing, primarily of engineered wood products and associated building materials.
- Exhaust fan with variable frequency drive (VFD) controllable from inside the lab.
- Note: this facility will fall under the regulatory definition of laboratory use.

Please include the following items in the quote:

- System monitoring and controls.

Provide cut sheets detailing:

- Approximate equipment and operational dimensions including access to serviceable components such as filter media, shaker components, drains, etc.
- Location and estimated capacity of any required electrical, shop air, and supply/wastewater connections.
- Fan motor size and requirements.
- Location of waste hoppers or similar containers.
- Necessary floor connections and prep for equipment.
- Foundation requirements and connections.

Pricing:

Provide detailed pricing for materials and design of any equipment groups proposed. Break design phases into stages if relevant.

- Note that any form of “cost plus” pricing is disallowed.
- As noted in section 1.4 above, installation of equipment will not be awarded from this RFP.

Schedule Of Services:

For all equipment groups:

Please include the following services in the quote:

- Delivery of all components.
- Any needed commissioning, trial operation and calibration of equipment.
 - Note: Some or all of this may fall under the installation work performed for the GC.
- Calibration certificates for any factory installed sensors.
- Any needed training for TDI lab personnel at the time of commissioning or at a later date to be specified by OSU.
- O/M manuals.

Proposer's Scope of Services should include a Kick-off Meeting, a Future Scenarios Analysis, collaboration as needed with awarded design team and general contractor (currently to be determined), cost proposal, and a strategic Plan with timeline.

Proposers are encouraged to make recommendations and revisions to the scope of work based on Proposer’s practical experience in similar design, space planning and feasibility studies.

KICK-OFF MEETING

Following release of the Notice Proceed, the selected Consultant must convene a project kick-off meeting. The agenda for the meeting must include a review of the 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 RESERVED

2.0 SCHEDULE

Issue Date	December 4, 2023
Non-Mandatory Pre-Proposal Conference	December 14, 2023 at 11:00 AM PT
Question Deadline	December 29, 2023 at 5:00 PM PT
Final Addendum Issuance (if necessary)	By January 3, 2023.
Proposal Due Date/Time	January 12, 2023 at 3:00 PM PT

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

Estimated notification of finalists (If Applicable)	January 24, 2024
Presentations/Interviews (If applicable)	Week of February 5, or 12, 2024
Notice of Intent to Award	By February 20, 2024
Estimated Contract execution	By March 4, 2024
Estimated Notice to Proceed	By March 6, 2024

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 Design Professional 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 RESERVED

7.0 INSTRUCTIONS TO OFFERORS

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

7.2 Pre-Proposal Conference and Site Visit.

7.2.1 The Pre-Proposal Conference will be administered virtually via Zoom. Proposers ***must*** contact the **Contract Administrator** to request virtual Conference access. This request must occur no later than fifteen (15) minutes prior to the meeting time, as stated in this RFP.

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

7.2.3 Date and Time of a Pre-Proposal Conference is located on the cover sheet of this RFP.

7.2.4 RESERVED

7.3 Proposal Submission.

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

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

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

7.4 Proposal Submission Requirements.

7.4.1 Your Proposal must be contained in a document not to exceed Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal.

No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

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

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

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

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

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

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

7.4.8 Each Proposal shall be emailed to bids@oregonstate.edu. Proposals must be received by the date/time and in the format specified herein. The email line should contain the Solicitation Number/Name and Firm Name. Only those Proposals received at this email address by the Proposal Due Date/Time shall be considered responsive. Proposals submitted directly to the **Contract Administrator** will NOT be considered responsive. It is highly recommended that the Proposer confirms receipt of the email with the **Contract Administrator or designee**. The **Contract Administrator** or designee may open the email to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall responsiveness of the Proposal.

7.5 Acceptance or Rejection of Solicitation Responses by OSU.

7.5.1 The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by OSU.

7.5.2 OSU reserves the right to reject any or all Proposals and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.

7.6 Withdrawal of Solicitation Response.

7.6.1 At any time prior to the Due Date/Time, a Proposer may withdraw its Proposal in accordance with OSU Standards. This will not preclude the submission of another Proposal by such Proposer prior to the Due Date/Time.

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

7.7 Evaluation Process.

The written response to this RFP is the first in a **potential** two-step process in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee with the top scoring firms being invited to advance to further evaluation steps including virtual Proprietary Discussions and Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews are expected to 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 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 Experience on Similar Projects and Firm Background (25 points)

Describe your firm's experience with similar projects 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, City of Corvallis permitting processes, and Corvallis Historic Resources Commission procedures and requirements.

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 marketplace. 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 Equipment and Commissioning Plan (35 Points)

Proposed equipment will be reviewed and scored based on its capabilities and whether it meets the requested specifications.

Provide an example of a commissioning plan and an owner training plan that your firm has

utilized on a previous project. Include this information as an appendix, and as such will not count toward the 20-page limit.

7.8.3 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 (if applicable). 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 awarded proposer 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.

7.8.4 Pricing (25 Points)

Provide detailed pricing for the Equipment and services requested in Section 1.5. Note that any type of Cost-Plus pricing is not allowed.

Scoring will be based solely on the total price for all goods and services.

NOTE: Formula for scoring Fee Points will be as follows: Lowest priced proposal will receive full points with higher priced proposals receiving proportionally lower points according to this formula: **(Low price/price) x Points Available**

7.9 Point Summary Table.

Criteria	Point Value
Experience on Similar Projects and Firm Background	25 Points
Equipment Capabilities and Commissioning Plan	35 Points
Workforce Diversity Plan	15 Points
Pricing	25 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. Proprietary Discussions may also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be **separate and not cumulative** from the short-listing.

7.10.2 Optional (for OSU) Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, provide the names, addresses, phone numbers and e-mail addresses of three (3) references. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel. OSU may check with these references and with other references associated with past work of your firm.

OSU *may* check with these references or other references associated with past work of your firm.

Note that while reference checks are optional for OSU, references MUST be provided with your initial proposal. Failure to include references will result in receiving 0 points for this section if references checks are conducted.

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 should 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 RESERVED

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 FEDERALLY REQUIRED CONTRACT PROVISIONS

The following provisions will be included in the final contract and/or are requirements for the successful Proposer.

1. 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.
2. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). 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.
3. 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).

4. **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.
5. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).** As required by Federal program legislation, for all prime construction contracts in excess of \$2,000, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. **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.
7. **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).

8. 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."
9. DOMESTIC PREFERENCE. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.
10. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 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 equipment 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>
11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. 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 Agreements," and any implementing regulations issued by the awarding agency.

9.0 EXHIBITS

- Exhibit 1 – Floor Plan and Preliminary Design
- Exhibit 2 – Sample Agreement
- Exhibit 3 – MWESB Instructions and Form
- Exhibit 4 – Payment and Performance Bonds
- Exhibit 5 – CD-512 Anti Lobbying Form

END OF RFP