



# Oregon State University

## REQUEST FOR PROPOSALS (RFP) #2024-014411

### AZALEA HOUSE 2<sup>ND</sup> FLOOR COMPLETION CMGC

ISSUE DATE: March 14, 2024

MANDATORY PRE-PROPOSAL CONFERENCE:  
March 27, 2024 at 10:00 AM Pacific Time (PT) at  
Azalea House (East Entrance)

RFP DUE DATE/TIME:  
April 16, 2024 at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: March 29, 2024 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2454-23

**CONTRACT ADMINISTRATOR:**

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**APPEALS:**

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

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

## **1.0 INTRODUCTION**

**1.1** Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE OR TWO-STEP** Request for Proposals (RFP) process to retain one (1) Construction Manager/General Contractor services for the completion of the 2<sup>nd</sup> floor of Azalea House (*the “Project”*).

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

**MANDATORY PRE-PROPOSAL CONFERENCE and SITE VISIT** - A Mandatory Pre-Proposal Conference and Site Visit will be held at 10:00 AM PT on March 27, 2024. Meet at the east entrance of Azalea House. Parking and building location information can be found at [www.oregonstate.edu](http://www.oregonstate.edu).

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.

The Family Resource Center (FRC) advocates for and provides quality programming and services to all OSU families with dependent care needs to support the academic, professional and personal growth and success of the whole person. The FRC operations include child care centers and an early education center on the Corvallis OSU campus.

**1.3 Location.** Azalea House is a 10,912 square foot facility constructed in 1952, located at 1050 SE Madison Avenue on the Corvallis campus of OSU. Operating originally as a Cooperative House, Azalea House was repurposed in 2017 as a child care center. Operations are currently limited to the first floor of Azalea House. There are 4 classrooms serving 46 children 6 weeks to 5 years old (1 infant, 1 toddler, 1 two’s, 1 mixed age classroom). There is also a teacher workroom/breakroom, Director’s office, 1 adult single use restroom on the first floor along with a kitchen and laundry room

which is in a separate area that is only accessible by staff. This center is open 8am-5:30pm Monday-Friday. This is a secure facility and staff and families use their OSU ID card to access the center. The 2<sup>nd</sup> floor was left unfinished when the building was repurposed in 2017. At present the space is shelled out with an elevator and stair providing access to the space with a private entry at the east of the facility.

**1.4 Summary of Work.** Renovate the 2<sup>nd</sup> floor of Azalea House to increase capacity to 87 children (2 infant, 2 toddler, 3 mixed age classrooms). The second floor will include: 2 additional ECE program rooms (2 of the mixed age classrooms), the FRC administrative offices, additional adult restrooms, a lactation room, FRC storage, FRC copy room, FRC waiting room, and a conference room for FRC and Azalea staff. At present the space is shelled out with an elevator and stair providing access to the space with a private entry at the east of the facility. In addition, the 1<sup>st</sup> floor of Azalea will receive new windows, HVAC system upgrade, creation of a public access point on the east side of the building and a minor remodel to the current teacher workroom.

## 1.5 Scope of Services.

### 1.5.1 First Floor Scope:

- 1.5.1.1 Convert the current teacher workroom/breakroom to an infant classroom.
- 1.5.1.2 Create a public access point on the east side of the building.
  - a. Must have the ability to be unlocked during business hours, but have an ID card reader for evening/weekend access of FRC staff (similar to the first set of front doors at Azalea)
- 1.5.1.3 Upgrade HVAC system to include heating and cooling (upgrades will require new 3 phase electrical service to the facility).
- 1.5.1.4 Provide and install new exterior windows

### 1.5.2 Second Floor Scope:

- 1.5.2.1 Early Care and Education (ECE) spaces:
  - a. 2 ECE program rooms on second floor will match the style of the first floor program rooms and must include child size toilets and handwashing sinks and meet all licensing requirements (inclusive of fire marshal approval of 2<sup>nd</sup> floor ECE occupancy).
    - i. Windows between classrooms that are able to open.
    - ii. Ability for children to directly exit classrooms and go downstairs into the playground
      - 1. New stair treads/stairs that do not have sharp edges
  - b. Secure access control point that requires staff and families to use OSU ID to enter a vestibule before entering the classrooms.
    - i. Windows that provide view to hallways
  - c. Teacher workroom
    - i. must include functional cabinetry for storage of program materials (paper, paint, books, toys, etc.)
    - ii. Windows into hallway
- 1.5.2.2 Family Resource Center spaces:
  - a. Minimum of 5 offices (all must have windows)
  - b. Waiting room that is large enough for adult chairs and a child's size table and toy storage. No doors on waiting room and visible to folks trying to find the FRC and close to FRC offices.

- c. Large storage space
- d. Copy room
- 1.5.2.3** Shared use spaces/additional requirements:
  - a. Lactation room
  - b. Minimum of 2 additional adult restrooms
  - c. Breakroom inclusive of kitchenette and with enough power for full size refrigerator, microwave, toaster oven, coffee pot, etc.
  - d. Conference room large enough for 15-20 people
  - e. Upgrade HVAC system to include heating and cooling (upgrades will require new 3 phase electrical service to the facility).
  - f. Provide and install new exterior windows
  - g. Should look and feel like the first floor (doors, finishes, flooring, etc.)
  - h. Increased sound proofing to reduce noise transfer to classrooms on the first floor.
    - i. Carpet in offices/FRC spaces

The facility will be closed from June 17, 2024 – September 13, 2024. All work on the 1<sup>st</sup> floor must be completed and the facility must be in a condition for services to reopen on the 1<sup>st</sup> floor. All work after September 13 will need to be coordinated closely with FRC operations to minimize impact to childcare operations. Evening and weekend work is anticipated to complete this project. Anticipated project completion Spring 2025 dependent on the timing of electrical service components.

**1.6 Budget.** Estimated Contract value is \$4,000,000.00.

**1.7 Design Professional.** Rowell Brokaw Architects has been retained by OSU as the Design Professional for the Project.

## **2.0 SCHEDULE**

Issue Date	March 14, 2024
<b>Mandatory Pre-Proposal Conference &amp; Site Visit</b>	March 27, 2024 at 10:00 AM, East entrance
of Azalea House	
Question Deadline	March 29, 2024 at 5:00 PM
Final Addendum Issuance (if necessary)	By April 5, 2024
Proposal Due Date/Time	April 16, 2024 at 2:00 PM

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

Estimated notification of finalists (If Applicable)	April 25, 2024
Presentations/Interviews (If applicable)	May 10, 2024
Notice of Intent to Award	By May 13, 2024
Estimated Contract execution	By June 3, 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](mailto:constructioncontracts@oregonstate.edu) no later than the **Question Deadline** as stated in Section 2.0. If an offeror 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** Offerors 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 Offeror 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 response 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 response 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 response, material designated as confidential shall accompany the response, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety may be considered non-responsive and be rejected.

## **5.0 FORM OF AGREEMENT**

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

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

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

## **7.0 INSTRUCTIONS TO OFFERORS**

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

### **7.2 Pre-Proposal Conference and Site Visit.**

**7.2.1** The Pre-Proposal Conference and Site Visit will be held in person.

The Proposer must attend the mandatory Pre-Proposal Conference and Site Visit. Responses will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference and Site Visit. Attendance will be documented by providing their name, firm name, and email address on a sign in sheet at the beginning of the Pre-Submittal Conference. Attendance will be documented by OSU. Offerors who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documented and will have their response rejected.

**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-Submittal Conference is located on the cover sheet of this

RFP.

### 7.3 Response 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 responses must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any response 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 Offerors 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 Response Submission Requirements.

**7.4.1** Your response<sup>1</sup> must be contained in a document not to exceed Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your response. 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 response 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 response 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 response should be presented in standard business font size, and reasonable margins.

**7.4.5** OSU may reject any response 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.

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<sup>1</sup> The CMGC Fee Proposal required by **Section 7.8.6** is exempted from this requirement. The CMGC Fee Proposal must be a separate document as indicated in **Section 7.8.6**.

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

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

**7.4.8** Each response shall be emailed to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). Responses 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 responses received at this email address by the Due Date/Time shall be considered responsive. Responses submitted directly to the **Contract Administrator** will NOT be considered responsive. It is highly recommended that the offeror confirms receipt of the email with the **Contract Administrator**. **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 response, or address the overall responsiveness.

## **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 responses 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, an Offeror may withdraw its response in accordance with OSU Standards. This will not preclude the submission of another response by such Offeror prior to the Due Date/Time.

**7.6.2** After the Due Date/Time, Offerors are prohibited from withdrawing their response, 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 responses to this RFP will be evaluated by a selection committee with the top scoring firms being invited to advance to further evaluation steps including Presentations/Interviews and Reference Checks should the committee determine they are necessary.

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

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



responsive proposals or all Offerors in the competitive threshold.

Final scoring of the Presentations/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 responses. For ease in reviewing, provide tabs keyed to each of the following criteria:

**7.8.1 Firm Background and Experience (20 Points)**

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

**7.8.2 Key Personnel (15 Points)**

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

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

Prepare a proposed Project schedule that identifies milestones and duration for each proposed activity.

**7.8.4 Proposed Site Logistics and Site Safety (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.

**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 Offeror must perform the Work according to the means and methods described in the workforce plan described in its response, 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 CM/GC Fee Proposal (15 Points)

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

The Matrix is included in the RFP as guidance in developing the CM/GC Fee and understanding which items will be considered a direct cost of the work or GC Work costs and which items are not reimbursable, but which will be recovered through the CM/GC Fee. After contract award and prior to construction work being performed under the first Early Work Amendment or the GMP Amendment, as applicable, the maximum not-to-exceed amount for General Conditions Work items for the Project will be established and set forth in the applicable amendment. **(Maximum of ten (10) of the fifteen (15) Points available.)**

7.8.6.2 **Preconstruction Services Fee.** Provide a **separate Fee Proposal for Preconstruction Services** on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount. **(Maximum of five (5) of the fifteen (15) Points available.)**

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

**Note: Formula for scoring Fee Points will be as follows: Lowest Fee will receive full points with higher fees receiving proportionally lower points according to this formula: (Low Fee or Fee%/ Fee or Fee%) x Points Available).** OSU may round the product of the above formula to the nearest tenth for convenience purposes using generally accepted rounding rules.

#### 7.9 Point Summary Table.

Criteria	Point Value
Firm Background	20 Points

Key Personnel	15 Points
Proposed Project Schedule	10 Points
Proposed Site Logistics and Site Safety Plan	10 Points
Workforce Diversity Plan	15 Points
CM/GC Fee/Preconstruction Services Fee	15 Points

## 7.10 Optional Presentations/Interview and Reference Checks (35 Points).

### 7.10.1 Presentations/Interviews (30 Points)

Presentations/Interviews *may* be conducted to aid in determining the Apparent Successful Offeror. Information regarding the Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be **separate and not cumulative** from the short-listing.

### 7.10.2 Reference Checks (5 Points).

In addition to responding to the evaluation criteria above, ***all Proposers (not just finalists) must*** provide the names, addresses, phone numbers and e-mail addresses of three (3) references *with their proposal*. 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 or other references associated with past work of your firm.

**7.11 Equity Contracting.** OSU will require the successful Offeror 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** 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.

**7.12.2** OSU reserves the right to deny contract term negotiations with the Apparent Successful Offeror if such contract terms were not received by OSU in the Solicitation response pursuant to Section **7.12.2** above.

**7.12.3** 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.

**7.12.4** If OSU and the Apparent Successful Offeror are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Offeror and enter negotiations with the next highest scoring Offeror, 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 Offerors financial responsibility to perform the anticipated services. Submission of a response will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Offerors, 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 response.

**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 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 Offeror(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 response, the Offeror certifies under penalty of perjury that the Offeror 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.** Offeror 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.** Azaela House is 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 Offeror 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 Commencement.** Work shall commence upon execution of a Contract with the selected Offeror unless otherwise stated in the award notification or Contract.

## **9.0 EXHIBITS**

Exhibit 1 – Sample CMGC Contract<sup>2</sup>

Exhibit 2 – MWESB Instructions and Form

Exhibit 3 – Payment and Performance Bonds

Exhibit 4 – Permit Set Drawings, dated 2/9/2024 stamped by Rowell Brokaw

Exhibit 5 – 50% CD, Dated 2/25/2024, by Rowell Brokaw

Exhibit 6 – Structural Calculations, dated 2/13/2024 by KPFF

Exhibit 7 – Addenda, if any

**END OF RFP**

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<sup>2</sup> To be provided via future addendum.