

REQUEST FOR QUALIFICATIONS (RFQ)

RESERVE CONTRACT FOR CONSTRUCTION RELATED SERVICES

ISSUE DATE: May 24, 2024

RFQ Due Date/Time: August 31, 2030 at 5:00 PM Pacific Time (PT)

CONTRACT ADMINISTRATOR:

Brooke Davison, Construction Contracts Manager Construction Contracts Administration Oregon State University 644 SW 13th Street Corvallis, OR 97333

Email: constructioncontracts@oregonstate.edu

APPEALS:

Hanna Emerson, Chief Procurement Officer Construction Contracts Administration Oregon State University 644 SW 13th Street Corvallis, OR 97333

Email: hanna.emerson@oregonstate.edu

It is the Offeror's responsibility to continue to monitor the <u>OSU Business and Bid Opportunities</u> website for Addenda.

OSU standards and policies govern this solicitation (<u>Procurement Thresholds and Methods, Procurement Solicitations and Contracts</u>) unless otherwise referenced or stated.

1.0 INTRODUCTION

1.1 Oregon State University ("**OSU**" and/or "**Owner**") is seeking Offers ("Offers") from qualified Entities ("Offerors") to enter into the OSU Reserve Contract Program for Construction Related Services ("Reserve Contract Program"), granting the opportunity to provide construction related services to OSU.

Successful Offers (each a "Contractor") must be qualified to perform at least one of the construction-related trades set forth in Exhibit 1 ("Services") of this RFQ.

OSU WILL ONLY BE ACCEPTING SEALED OFFERS ELECTRONICALLY - Offers are to be submitted pursuant to Section 7.0 prior to the Due Date/Time.

All questions shall be submitted via e-mail to the Construction Administrator. The email subject line should contain the Solicitation 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). OSU-Cascades sits on the traditional lands of numerous indigenous peoples, including the Molalla, Klamath, Northern Paiute, and Warm Springs. In recognizing these communities, we honor and respect their lives and legacies, and their descendants.

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.

In addition to the Corvallis campus, OSU also operates a campus in Bend, Oregon (OSU-Cascades) consisting of 128-acres and just under 1,500 students and growing, the OSU Portland Center at Pioneer Square, Hatfield Marine Science Center in Newport, as well as agriculture research stations, research forests and Extension offices across the state.

- **1.3 Location.** The Reserve Contract Program may be utilized for all OSU locations across the State of Oregon.
- **1.4 Summary of Work.** For any Services valued at \$2,000,000 or less, OSU may present opportunities to Contractors participating in the Reserve Contract Program to execute a supplementary agreement to the Reserve Contract stating the scope of Services and price term

("Supplement"). Methods of presentation of opportunities will vary in accordance with the value of Services sought. Prior to the execution of any Supplement, Contractors may be asked to demonstrate that they have complied with the insurance requirements of the Reserve Contract, as they may be modified by a Supplement. Each Supplement may contain additional terms specific to the Services to be provided, and each Supplement may be altered, from time to time, through execution of an amendment. Contractors may be awarded multiple Supplements during the Contract term. However, Contractors are not guaranteed work as participants in the Reserve Contract.

Reserve Contracts will be maintained electronically for the duration of the Reserve Contract term and will remain available for use by OSU in accordance with the terms of this RFQ. Certain contracting opportunities for construction related services are only available to Contractors in the Reserve Contract Program.

1.5 Scope of Services. Service categories or "Trades" sought are listed in Exhibit 1. Offers will be accepted online as set forth in Section 7. Offerors must check only those Trades in the online Required Information Form ("RIF") that the Offeror is able to directly perform. At the sole discretion of OSU, Contractors may be removed from inclusion in the Reserve Contract Program for Trades that they do not directly perform.

1.6 Reserve Contract Information.

- **1.6.1 Contract Term.** Offerors must sign the Reserve Contract via Docusign in the final step of the RIF, explained in further detail in Section 7 below. By providing a signature on the Reserve Contract, the Offeror agrees to be bound by the terms and conditions contained in the Reserve Contract. Reserve Contracts will become effective on the date which OSU signs the Reserve Contract (the "Effective Date") and shall remain effective through November 30, 2030, unless terminated earlier according to the terms of the Reserve Contract. The period of time between the Effective Date and the Termination Date constitutes the term of the Reserve Contract (the "Term").
- **1.6.2 Selection to Provide Services.** Contractors will be selected to perform Services in accordance with applicable rules. Factors for selection include price, experience, past performance, insurance capacity, Contractor's personnel assigned to the project, availability, and ability to meet the schedule for completion of Services. The following procedures will be utilized to select Contractors for Services based on the total anticipated Supplement price, which includes all contemplated Supplements and Amendments:
 - 1.6.2.1 Projects \$250,000 or less ("Targeted Reserve Contracting Procurement")
 OSU may contact and negotiate directly with Contractors who have executed Reserve Contracts.
 - 1.6.2.2 Projects \$250,000.01 to \$500,000 ("Limited Reserve Contracting Procurement") OSU shall invite an adequate number of Contractors who have executed Reserve Contracts to submit a proposal or qualification statement for their Services.
 - 1.6.2.3 Projects \$500,000.01 \$2,000,000 ("Comprehensive Reserve Contracting Procurement") OSU will issue a solicitation document containing the procurement procedures and specifications. The solicitation document will

be published on the OSU Business and Bid Opportunities website. All Contractors with valid Reserve Contracts are welcome to submit a proposal or qualification statement, whichever is required in the solicitation document.

- 1.6.2.4 At its discretion, OSU may solicit at a lower dollar threshold than stated
- 1.6.3 Proof of Insurance Required Prior to Reserve Contract Execution. Offerors will be required to submit proof of insurance prior to full execution of the Reserve Contract. Proof of insurance is a condition precedent to the effectiveness of the Reserve Contract, unless otherwise stated in writing by OSU. Insurance requirements pursuant to the Reserve Contract may be adjusted at OSU's sole discretion. Full insurance requirements are contained within the Reserve Contract ("Exhibit 2").
- 1.6.4 **Collaborative Services.** Contractors may be asked to provide Services in conjunction with other Contractors or Contractors retained by OSU. In such cases, Contractor shall be prepared to adhere to strict timelines on such Projects.
- Diverse Business Inclusion. OSU encourages Offers from Diverse Businesses (as defined 1.6.5 in the Reserve Contract). Any Contractor certified by the State of Oregon COBID that includes its valid certification number in their Offer will be designated as such within the Reserve Contract Program database.
- 1.6.6 Foreign Contractor. The Contractor must be registered to do business in the State of Oregon prior to submission of a RIF. If the Contractor is not domiciled in or registered with to do business in the State of Oregon, Contractor must promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to registration. The Contractor shall demonstrate its legal capacity to provide Services in the State of Oregon before entering into any Supplement.
- 1.6.7 **Licensing Requirements.** Offerors must be licensed with the Construction Contractor's Board ("CCB") at the time of response submission and for the Term. Landscape Contractors may provide a Landscape Contractor's Board ("LCB") license number in lieu of a CCB license number at the time of Response submission. LCB licenses must also remain effective for the Term. If Contractor's CCB or LCB license becomes inactive during the Term, OSU may suspend Services according to the terms of the General Conditions for Reserve Contracts. Further, Contractors with inactive CCB or LCB licenses cannot be awarded a Supplement until the CCB or LCB restores the active status of the license. All Services must be performed by appropriately licensed and certified workers and technicians.
- Payment and Performance Bonds. Performance and payment bonds will be required 1.6.8 for Supplements valued at \$150,000 or greater. OSU, at its sole discretion, may require performance and payment bonds for Supplements where the value of the Services is \$150,000 or less. The bonds must be purchased for the specific project and proof of purchase must be provided on the form furnished by OSU as a condition precedent to the effectiveness of each Supplement awarded.

- 1.6.9 Project Design. Projects may be designed by OSU or by design consultants retained by OSU. Drawings and specifications for each project will be available at the time of the project solicitation request. In some situations, it will be the Contractor's responsibility to complete the design. In such cases, the Contractor will provide drawings and specifications for review and approval, and obtain proper authorization from OSU prior to commencing any Work.
- **1.7 Design Standards.** The design of the Project must follow <u>OSU's Design Standards</u>, including OSU's requirements for sustainable development.

2.0 SCHEDULE

Issue Date May 24, 2024

Proposal Due Date/Time August 31, 2030, 5:00 PM PST

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 RFQ must be addressed in writing via email to <u>constructioncontracts@oregonstate.edu</u>. 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 **Contract Administrator** at the address or email listed in this document.
- **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 RFQ or the documents included as exhibits to this RFQ 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 RFQ 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 RFQ or the documents included as exhibits to this RFQ.

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 **Chief**

Procurement Officer, at the address given in this RFQ.

PUBLIC RECORD 4.0

- 4.1 OSU will retain an electronic copy of this RFQ and one electronic copy of each Offer 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 an Offer 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."
 - Therefore, non-disclosure of documents or any portion of a document submitted as part of an Offer 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 Offer, material designated as confidential shall accompany the Offer, 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.

FORM OF AGREEMENT 5.0

The Sample Reserve Contract is included in Exhibit 2 and contains contract terms and conditions applicable to the Reserve Contract Program. The Sample Reserve Contract is inclusive of the General Conditions for Reserve Contracts.

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

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this RFQ:

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PWR) as outlined in Sections C.1 and C.2 of the General Conditions. All resulting Supplements are subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

- 6.1 April 5, 2024 Prevailing Wage Rate Amendments
- 6.2 April 5, 2024 PWR Apprenticeship Rates
- January 5, 2024 Prevailing Wage Rates for Public Works Contracts in Oregon 6.3
- July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in 6.4 Oregon

These BOLI wage rates are available here:

https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx

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. Offerors must read this RFQ, including the accompanying documents attached in Exhibits carefully. By submitting an Offer, in the form of the RIF, in response to this RFQ, Offeror acknowledges that it has read, understands and agrees to comply with all the provisions of this RFQ.
- **7.2 RIF Submission.** After reading the RFQ, Offerors must complete the online RIF <u>here</u>. RIF submission will require the Offeror to create a login with password (go to the upper right to "Sign In", then click on the "Register" tab). At the conclusion of the RIF, Offerors will be required to provide the required proof of insurance and sign the Reserve Contract via Docusign as indicated in Section 1.0 above. Offers are not complete until the Reserve Contract has been signed and insurance documents have been submitted. OSU will review the submission and insurance documents and if approved, will countersign the Reserve Contract. The executed Reserve Contract is confirmation of full approval on the Reserve Program.
 - **7.2.1** No hard copy Offer or promotional materials will be accepted. Incomplete Offers will be rejected.
 - **7.2.2** All Offers must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any Offer 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.
 - **7.2.3** OSU may reject any Offer not in compliance with all applicable OSU solicitation procedures and requirements and may cancel this solicitation or reject for good cause, all Offers upon a finding by OSU that it is in the public interest to do so.
 - **7.2.4** Note that throughout this procurement process, OSU will not accept Offers that require OSU to pay the cost of production or delivery.
 - **7.2.5** Telephone and facsimile transmitted **Offers will not be accepted**. Offers received *after* the Due Date/Time **will not be considered**.
 - **7.2.6** Each Offer **must** be submitted online and will require an online registration process. Offers must be received by the date/time and in the format specified herein. Offers submitted directly to the **Contract Administrator** will NOT be considered responsive.
 - 7.2.7 Offeror, upon submission of RIF, certifies Offeror as well as any firm, corporation, partnership, or association in which Offeror has financial interest (collectively "Affiliates") is not listed on the BOLI list of contractors ineligible to receive public works contracts, or any other list maintained by the state of Oregon, OSU or federal government, as updated from time to time (collectively "Debarment Lists"). If Offeror or any of its Affiliates appear on any Debarment Lists, their Reserve Contract and any given Supplement will be terminated pursuant to the Reserve Contract.

- 7.3 Reserved.
- 7.4 Reserved.
- 7.5 Acceptance or Rejection of Solicitation Offers by OSU.
 - **7.5.1** OSU will accept Offers online until the Due Date/Time. Any Offer received will be evaluated, and if accepted, OSU will issue a Reserve Contract with an Effective Date as described in Section 1 above. Offerors are not able to submit a Offer or qualification statement for any Services prior to the Effective Date of their Reserve Contract.
 - **7.5.3** The procedures for Contract awards shall be in compliance with the provisions of OSU standards and policies adopted by OSU.
 - **7.5.3** OSU reserves the right to reject any or all Offers and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.
- 7.6 Withdrawal of Solicitation Offer.
 - **7.6.1** At any time prior to the Due Date/Time, an Offeror may withdraw its Offer in accordance with OSU Standards. This will not preclude the submission of another Offer by such Offeror prior to the Due Date/Time.
 - **7.6.2** After the Due Date/Time, Offerors are prohibited from withdrawing their Offer, except as provided by OSU Standards.
- **7.7 Evaluation Process.** Offers will be evaluated for completeness, clarity, and compliance with this RFQ. Complete Offers will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFQ. If the Offer is unclear, Offerors may be asked to provide written clarification. **Offerors will be awarded Reserve Contracts if their Offers meets the below requirements of this RFQ.**
 - **7.7.1 Complete Offer.** Offerors must comply fully with the instructions provided in this RFQ. Offerors must provide complete and accurate information on the RIF and sign the Reserve Contract with no exceptions to the terms and conditions contained in the Reserve Contract.
 - **7.7.2 Insurance Coverage Statement.** Offerors must answer all insurance questions on the RIF and shall obtain, maintain and provide the insurance required by OSU.
 - 7.7.3 Licensing and Legal Compliance. Each Offeror must furnish the following in the RIF:
 7.7.3.1 A valid Oregon Business Registry Number demonstrating Offeror is registered to transact business in the State of Oregon;
 - 7.7.3.2 A valid Federal Tax Identification Number; and
 - **7.7.3.3** A valid CCB License number at the time of RIF submission (those Offeror's seeking to provide landscape service may provide an LCB number in lieu of a CCB license number).
 - **7.7.3.4** Additionally, each Offeror must agree to:
 - a. Comply with PWR Law, when applicable or required by a

- Supplement; and
- Adhere to all applicable laws and regulatory requirements, OSU standards and policies, state and local building codes, and National Fire Protection Associates Rules and regulations.
- 7.7.3.5 Offeror Experience. Offeror's completed RIF must indicate that Offeror has been in business for a minimum of five consecutive years prior to Offer submission, or demonstrate that the principals/owners of Offeror's company have a minimum of five consecutive years of experience providing services in the service categories indicated in Offeror's completed RIF. Offers with fewer than five years of experience will be considered at the sole and absolute discretion of OSU.
- **7.7.3.6 Ability to respond.** Offerors must verify their willingness to respond to a request for Services within a reasonable time, generally one to two weeks.
- **7.7.3.7 References.** Offeror's completed RIF must include no fewer than three commercial projects completed within the past two years. RIF's with fewer than three commercial projects completed within the past two years will be considered at the sole and absolute discretion of OSU.
- **7.8 Contract Award.** The **Contract Administrator** or their designee will evaluate each Offer to determine whether it is responsive to the criteria set forth in this RFQ.
 - **7.8.1** Offerors will be required to sign the Reserve Contract via Docusign upon completion of the RIF as well as provide the required insurance documentation. OSU will notify each successful Consultant by email with fully executed Reserve Contract.
 - **7.8.2** The terms of the Reserve Contract are not negotiable. Offerors are required to sign the Reserve Contract, and by such action agree to the terms and conditions of the Reserve Contract with no alterations.
- 7.9 Communication Blackout Period. Except as called for in this RFQ, no Offeror may communicate with any OSU employee or representative outside of Oregon State University Procurement, Contracts and Materials Management, office of Construction Contracts Administration regarding this RFQ until evaluation of its Offer is complete. Offerors records will not be available for public examination and no information or opinions concerning the ultimate outcome of this RFQ will be released to anyone outside OSU during Offer evaluation. Additional information may be requested by OSU during Offer evaluation.

7.10 Reserved.

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.

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 an Offer 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 Offer.

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 a Project or contract during any phase in the Project.
- **8.3 Insurance Provisions.** During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in the Reserve Contract.
- **8.4 Nondiscrimination.** By submission of an Offer, 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.** Some OSU buildings are designated as critical, occupied or security-sensitive facilities. Thus, the selected Contractor may be required by any given Supplement to

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. When required by a Supplement, 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.

When required by a Supplement, 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 a Supplement 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/Services shall not commence until execution of a Supplement and subsequent issuance of a notice to proceed letter with the selected Offeror.

9.0 EXHIBITS

Exhibit 1 – Contractor Trades

Exhibit 2 – Sample Reserve Contract

Exhibit 3 – Insurance Summary

END OF RFQ