



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2024-015876

### SEWER RENEWALS FY25 CONSTRUCTION SERVICES

ISSUE DATE: JULY 2, 2024

MANDATORY PRE-PROPOSAL CONFERENCE:  
July 10, 2024, at 1:00 PM Pacific Time (PT) via Zoom

RFP DUE DATE/TIME:  
July 25, 2024, at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: July 18, 2024, at 12:00 PM Pacific Time (PT)

PROJECT NUMBER: 2557-24C

**CONTRACT ADMINISTRATOR:**

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**APPEALS:**

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

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

## **1.0 INTRODUCTION**

**1.1** Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE-STEP** Request for Proposals (RFP) process to retain ONE (1) Contractor to provide Construction Services for Sewer Renewals FY25 (*the “Project”*).

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

**VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE** - A Virtual Mandatory Pre-Proposal Conference will be held on July 10, 2024, at 1:00 PM PT via Zoom. Firms wishing to attend shall e-mail [constructioncontracts@oregonstate.edu](mailto: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.

**NON-MANDATORY SITE-VISITS** – 2 time slots listed below are available for firms wishing to attend a Non-Mandatory Site-Visit. Attendees shall e-mail [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) by close of business (5:00 PM PT) on July 10, 2024, to reserve a spot on either day and to confirm meetup location.

- July 11, 2024, at 9:00 AM PT
- July 12, 2024, at 9:00 AM PT

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

**1.2 Background.** 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.** Various locations on Corvallis Campus.

**1.4 Scope of Services.** The 2025 Sewer Campus Infrastructure Program (CIP) will include the replacement of approximately 510 LF of sanitary sewer and 800 LF of storm sewer pipe by pipe bursting in accordance with specification Section 00411.00 – Pipe Bursting and Slip Lining included with Exhibit 1. Sections referenced within 00411.00 are to be found at:

[https://www.oregon.gov/odot/Business/Specs/2024\\_STANDARD\\_SPECIFICATIONS.pdf](https://www.oregon.gov/odot/Business/Specs/2024_STANDARD_SPECIFICATIONS.pdf)

Bid/Contract amount shall be Lump Sum as provided for on the Bid Form. As such, Sub-Section 00411.90 – Payment has been deleted.

The anticipated schedules/segments are provided below.

- CIP 1-8: Spot repair at noted location (approximately 75 feet north of SSMH 895 (in drive lane west of the catering facility). Additional scope includes the removal of the 42 IN (SSMH 736) cone located in the RR ditch north of the repair. The cone will be replaced with a 48-inch flat top MH and riser to address the flow restrictions.
- CIP 3-1: STMH 1735 18-inch conc. storm, 490 LF to STMH 1715 (buried lid)/STMH 1716 & 18-inch conc. storm, 309 LF from STMH 4804 to STMH 1443. In a highwater table area, needs to be completed before Fall Term.
- CIP 3-3: SSMH 341, 6-inch PVC sanitary, 179 LF to SSMH 852.
- CIP 3-4: SSMH 70, 8-inch conc. sanitary, 73 LF to SSMH 813.
- CIP 3-8: SSMH 796, 10-inch conc. sanitary, 249 LF to SSMH 825.

**SUBSTANTIAL COMPLETION DATE:** 4/15/2025

**FINAL COMPLETION DATE:** 5/15/2025

**NOTE: For this project, payment will be Lump Sum as identified on the Bid Form. The quantities provided herein are estimates only and the Proposer is responsible for identifying any potential significant discrepancies during the Bid period.**

## **2.0 SCHEDULE**

Issue Date	July 2, 2024
<b>Mandatory Pre-Proposal Conference</b>	<b>July 10, 2024, at 3:00 PM PT</b>
Site Visits	July 11th and 12th, 2024
Question Deadline	July 18, 2024, at 12:00 PM PT
Final Addendum Issuance (if necessary)	By July 22, ,2024
Proposal Due Date/Time	July 25, 2024, at 2:00 PM PT

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

Notice of Intent to Award	By August 2, 2024
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Estimated Contract execution  
Estimated Notice to Proceed

By August 15, 2024  
By August 15, 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 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 **Chief Procurement Officer** 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 **Chief Procurement Officer**, 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 Public Improvement Agreement is included 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 RESERVED OR BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES**

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

The Contractor and all 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. The resulting Supplement is 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** January 5, 2024 PWR Apprenticeship Rates
- 6.3** January 5, 2024 Prevailing Wage Rates for Public Works Contracts in Oregon
- 6.4** July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available here:

[https://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.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.

## 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 thirty (30) minutes prior to the meeting time, as stated in this RFP.

The Proposer must attend the Mandatory Pre-Proposal Conference, which will be administered virtually. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference. Attendance will be documented by OSU. Proposers 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 Proposal rejected if submitted.

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

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

**7.2.4** Dates and Times of the Non-Mandatory Site-Visits are located in Section 1.1.

## 7.3 Proposal Submission.

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

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

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

## 7.4 Proposal Submission Requirements.

**7.4.1** Your Proposal must be contained in a document not to exceed TEN (10) single sided pages not including Transmittal letter, table of contents, or appendices with ONE 11x17 sheet for your project schedule. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

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

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

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

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

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

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

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

## **7.5 Acceptance or Rejection of Solicitation Responses by OSU.**

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

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

## **7.6 Withdrawal of Solicitation Response.**

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

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

## **7.7 Evaluation Process.**

The written response to this RFP is the only step in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee.

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

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

### **7.8.1 Firm Background and Experience (30 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 marketplace. 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 (20 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.

### **7.8.3 Bid Form (20 Points)**

Complete the Bid Form provided in Exhibit 1 and include within your Proposal.

Scoring will be based on the total LUMP SUM amount for the Base Bid on the Bid Form.

**NOTE:** Formula for scoring Bid Form Points will be as follows: Lowest Bid will receive full points with higher Bids receiving proportionally lower points according to this formula: **(Low Bid/Bid) x Points Available**

### **7.8.4 Proposed Project Schedule & Site Logistics/Safety Plan (15 Points)**

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

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 Contractor 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.

#### 7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Experience	30 Points
Key Personnel	20 Points
Bid Form	20 Points
Proposed Project Schedule & Site Logistics/Safety Plan	15 Points
Workforce Diversity Plan	15 Points

#### 7.10 RESERVED

**7.11 Equity Contracting.** OSU will require the successful Proposer to comply with OSU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business or service-disabled veteran owned business enterprises.

#### 7.12 Negotiations.

**7.12.1** OSU may commence General and/or Best and Final Offer (BAFO) Negotiations in accordance with OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) following final scoring under either a one or two-step process.

**7.12.2** Any/all exceptions to the Term and Conditions included in the Sample Contract/Agreement shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

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

**7.12.4** OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

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

## **8.0 MISCELLANEOUS**

### **8.1 Financial Responsibility.**

**8.1.1** OSU reserves the right to investigate, at any time prior to execution of the contract, the Proposers financial responsibility to perform the anticipated services. Submission of a Proposal will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Proposers, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the Proposal.

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

**8.2 Project Termination.** OSU reserves the right to terminate the Project or contract during any phase in the Project.

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

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

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

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

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

tobacco free. Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

**8.6.2 Sexual Misconduct Policy.** OSU has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies Contractor and Contractor's employees, agents, and Subcontractors are prohibited from engaging in sexual misconduct against members of the university community.

**8.6.3 Firearms Policy.** The Owner has adopted a policy that prohibits Contractor and Contractor's employees, agents and Subcontractors from possessing firearms on Owner's property.

## **8.7 RESERVED**

## **8.8 Execution of Agreement.**

**8.8.1** The Proposer shall be required to execute the Contract as provided, within any time period provided in an award notification. The Contract Documents shall be delivered to OSU in the manner stated in an award notification.

**8.8.2 Work/Services Commencement.** Work/Services shall not commence until execution of a Contract and subsequent issuance of a notice to proceed letter with the selected Proposer.

## **9.0 EXHIBITS**

Exhibit 1 – Plans, Specifications and Supplemental Information

available at: <https://oregonstate.box.com/s/y7xkif7cu0vlnru7azt1uejydujwcmi7>

Exhibit 2 – Sample Public Improvement Agreement

Exhibit 3 – General Conditions and Supplemental General Conditions

Exhibit 4 – MWESB Instructions and Form

Exhibit 5 – Payment and Performance Bonds

Exhibit 6 – Addenda (if any)

**END OF RFP**