



# Oregon State University

## INVITATION TO BID (ITB) #2025-016054

### OSU-CASCADES LITTLE KITS CHILDHOOD DEVELOPMENT CENTER SITE WORK

ISSUE DATE: July 23, 2024

MANDATORY SITE-VISIT/PRE-BID CONFERENCE: July 29,  
2024 at 10:00 AM Pacific Time (PT) in Room 210 Obsidian  
Hall, 1500 SW Chandler Ave., Bend, OR 97703

BID DUE DATE/TIME: August 23, 2024 at 3:00 PM PT  
Via electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: August 12, 2024, at 5:00 PM PT

PROJECT NUMBER: 2370-22

**CONTRACT ADMINISTRATOR:**

Thomas James  
Construction Contracts Officer  
Construction Contracts Administration  
Oregon State University  
644 SW 13<sup>th</sup> St.  
Corvallis, OR 97333

Email: [ConstructionContracts@oregonstate.edu](mailto:ConstructionContracts@oregonstate.edu)

**AWARD DECISION APPEALS:**

Hanna Emerson, Chief Procurement Officer  
Construction Contracts Administration  
Oregon State University  
644 SW 13<sup>th</sup> St.  
Corvallis, OR 97333  
Phone: (541) 737-7694

Email: [hanna.emerson@oregonstate.edu](mailto:hanna.emerson@oregonstate.edu)

It is the Bidder's responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda on the Bid Form may cause your Bid 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 Invitation to Bid (ITB) process to retain one (1) contractor to provide construction related services for the Little Kits Childhood Development Center Project on the Oregon State University Cascades, Bend campus (*the “Project”*).

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

**MANDATORY SITE-VISITS** – Mandatory Site Visit shall take on 7/29/2024 at 10:00 am PST. We will meet in room 210 at Obsidian Hall on OSU’s Cascades campus (1500 SW Chandler Ave., Bend, OR 97703) then conduct a survey of the site. Parking and building location information can be found at <https://osucascades.edu/parking>.

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.** Founded in 1868 as Oregon’s land grant institution, OSU serves the state, the nation and the world as a premier 21<sup>st</sup>-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 four 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. In 2013, the Oregon Legislature allocated the first phase of capital to build an OSU campus in Bend, offering a range of undergraduate and graduate degrees.

OSU acknowledges the impact of its land grant history on Indigenous communities in Oregon and beyond. OSU is committed to ensuring the university is of enduring benefit to the people on whose ancestral lands OSU is now located.

The first OSU-Cascades (“**OSU-C**”) building opened in fall 2016 on a 10-acre site adjacent to a former pumice mine (now owned by the university) and a former construction demolition landfill. Through long range development planning (“**LRDP**”) and master planning processes over the last few years, the university has evaluated both the pumice mine and landfill for future campus development and expansion to accommodate up to 5,000 students. In April 2018, after significant planning and remediation/redevelopment investigations, OSU acquired the former Deschutes County Demolition Landfill, a brownfield site, for remediation and redevelopment for future use as the university campus.

The LRDP process included a commitment to sustainably developing a triple Net-Zero campus. Triple Net-Zero means the campus will balance energy use, water consumption, and waste generation with energy generation, water reuse, and material recycling. The LRDP net zero energy plan has been further developed into an energy master plan for the campus allowing each future capital project to leverage the energy study recommendations and design guidelines that will incrementally move the campus along the net zero energy path. The net zero water goal has been further studied and a subsequent water master plan has been developed as well.

In 2018, the university began the first work to reclaim the pumice mine and remediate the first section of landfill. Over the course of 18 months over 500,000 cubic yards of waste and native earth were moved to fill in the pumice mine and remove waste from the landfill area transforming a once blighted landscape into a college campus with parking, trails, and walk paths. In 2019 OSU started construction on Edward J. Ray Hall (“**Ray Hall**”), a 50,000 SF net-zero energy ready prototypical mass timber academic building.

In addition to academic spaces, student and middle market housing, recreation areas and student success centers, the LRDP includes an innovation district that is a figurative handshake between academic-led instruction and research and industry-led innovation. At the same time, this home to world-class research and study will blend seamlessly with neighboring communities. Projects to remediate and redevelop the landfill will provide the space for this university-industry innovation district.

OSU-C is now ready to move forward with our first on campus Childhood Development Center (CDC). In 2022 OSU received \$2M in State and County American Rescue Plan Act (ARPA) grants. In 2023 OSU received an additional \$1.38M in Housing and Urban Development (HUD) grants. With this funding comes federal guidelines that need to be followed as noted in other sections of this ITB. At this point OSU has contracted with a modular building supplier (Willscot) to provide a 7200SF building that will support childcare and early learning for the campus students, faculty, and staff. This ITB is for sitework for that building.”

**1.3 Location.** 1500 SW Chandler Avenue, Bend Oregon – Project site on SW Chandler Avenue ~500 East of Mt. Washington.

**1.4 Summary of Work.** All site and utility work to prepare for the modular building delivery, construction, landscaping, and opening of the ~7200 SF Childcare facility.

- There is 1 bid alternate package for the site structure and playground equipment (See Page 1 of Exhibit G-Landscape plans Sheet L100 Key Notes for more information).

**1.5 Scope of Work.**

The project site is located at the SW corner of the OSU-Cascades campus near the corner of SW Chandler Ave. and SW Mount Washington Dr. The project limits overlook the former pumice mine. New housing and commercial development near the site in the recent years combined with growing student populations has created fairly steady vehicular and pedestrian traffic in this area which will require well planned and coordinated temporary protection and direction of traffic for various scopes of the project.

Work items include but may not be limited to:

- Contractor shall clear and grub the site as shown in the Civil Plan Sheets in preparation for parking lot, playground and modular building site grading in accordance with the attached Geotechnical Report from GRI (Exhibit I).
- GRI will be contracted separate from this solicitation for soil observations to ensure the over excavation of the undocumented fill down to component subgrade for the building, parking lot and playground are achieved and/or moisture conditioned and compacted firm.
- As described in the geotechnical report, the current over excavation quantity of undocumented/unconsolidated fill below rough site grading is estimated at about 4000 CY for the building, parking lot and playground areas but could far exceed that estimate. The site contractor is at risk for the quantity of over excavation needed to meet the geotechnical needs of the project as determined by GRI’s site observations. The OSU-Cascades campus can take the spoils from this undocumented fill if it would benefit the contractor. To the extent it is found to be cost effective, under GRIs direction, the undocumented fill could be sorted/screened/crushed to achieve a balanced site.
- Contractor will excavate, place rock and compact the site in preparation for the modular building stem wall foundation and interior concrete block and beams (stem wall and concrete block and beams constructed by Willscot).
- Contractor will supply their own survey for the site work in addition to setting building corners and offsets for

Willscot to form their building stem wall.

- Contractor shall connect to existing sewer main to the east of the proposed site to install the new sanitary sewer service within 5' of the building footprint in line with the sanitary sewer sleeve in the building's concrete stem wall.
- Contractor shall connect to existing water main in SW Chandler Avenue to supply the building and irrigation water and install water meters and check valves according to the Civil Drawings.
- Contractor shall install the irrigation system per the landscape drawings and irrigation controller in the Elec/Mechanical room on the NW corner of the modular building (final location to be coordinated with other IT equipment and Fire and Security Access Control panel installations.
- Contractor shall install the PPL electrical conduits and vaults (licensed electrician required to install past the service point but site contractor can install before that) pursuant to PPL's attached site design and pull the wires and connect power to the 3 electrical panels provided by Willscot in the building.
- Other misc. site electrical work would include parking lot light poles and landscape irrigation controller wire.
- In addition, the Contractor will need to trench and install a 3" diameter conduit for fiber optic connections within 5' of the SW corner of the building in line with the 4" foundation sleeve and stub the 3" fiber conduit up in the City ROW east of the existing PPL and other communication vaults.
- Contractor shall install a grease interceptor on the west side of the building to service the kitchen.
- Contractor shall install a catch basin in the parking lot to convey storm water to a contractor installed sedimentation manhole and drywell.
- Contractor shall excavate, prep and install concrete driveway and walks along the perimeter of the modular building and throughout the playground area with ADA ramps as designated and detailed on the plan sheets. Concrete saw cutting, demo and replacement of existing sidewalks will be necessary for utility and driveway installation.
- Contractor shall construct a number of rockery retaining walls that the Contractor should be able to source materials for among stockpiles on OSU-Cascades campus.
- Contractor will procure and install all permit required fences, trees and shrubs (if any) and hydroseed all other planting areas before the winter freezing temperatures occur. OSU-Cascades faculty and students will procure and install the remaining planting in Spring of 2025.
- Contractor will be responsible for all site features and playground equipment installations not noted as OFOI or otherwise accepted in the Alternative bid scopes.
- Please note, 3<sup>rd</sup> party quality control testing and special inspections will be contracted through OSU-Cascades and work coordinated directly through the Contractor.
- The closest potential laydown space for the Contractor would be along OSU-C's campus access to Metolius Dr. off of Mt. Washington Drive. Fire hydrant access is near the future project driveway on SW Chandler Ave. for connecting a City hydrant meter for temporary water. Temporary power most likely would need to be generator power provided by the Contractor.

**1.6 Budget.** The site construction budget for this project is \$740,000.

**2.0 SCHEDULE**

Issue Date	July 23, 2024
<b>Mandatory Site Visit</b>	<b>July 29, 2024</b>
Question Deadline	August 12, 2024 at 5:00 PM
Final Addendum Issuance (if necessary)	August 15, 2024
Bid Due Date/Time	August 23, 2024 at 3:00 PM PST

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

Notice of Intent to Award	By August 30, 2024
Estimated Contract execution	By September 6, 2024
Estimated Notice to Proceed	By September 11, 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 ITB 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.

**3.2 Solicitation Process Revision Requests.**

**3.2.1** Bidders may submit a written request for change of particular solicitation provisions and/or contract terms and conditions 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. 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.

**3.2.2** Such requests for change shall include the reasons for the request and any proposed changes to the solicitation provisions, specifications and/or contract terms and conditions.

**3.3 Change or Modification.**

**3.3.1** Any change or modification provided by OSU for this ITB or the documents included as exhibits to this ITB 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 firm to visit the website and download any addenda to this ITB. No information received in any manner different than as described herein shall serve to change the ITB in any way, regardless of the source of the information.

**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 ITB.

**4.0 PUBLIC RECORD**

**4.1** Owner will retain this ITB and one copy of each bid received, together with 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 Owner has announced its intent to award a contract. If a bid 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 shall be considered non-responsive and shall be rejected.

## **5.0 FORM OF AGREEMENT**

A sample copy of the standard Public Improvement Contract 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 the Owner.

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

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

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 Contract is subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

**6.1** July 5, 2024 PWR Apprenticeship Rates

**6.2** July 5, 2024 PWR Apprenticeship Rates Prevailing Wage Rates for Public Works Contracts in Oregon

**6.3** 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/employers/Pages/prevailing-wage-rates.aspx>.

**Note that because this project is federally funded, the Contractor must pay Covered Occupations the HIGHER of the applicable Oregon Prevailing wage and Davis Bacon Wage rates. See section 8.7.5 and Exhibit M for additional information regarding applicable Davis Bacon Wages.**

## **7.0 INSTRUCTIONS TO BIDDERS**

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

**7.2 Pre Bid Conference and Site Visit.**

**7.2.1** The Pre-Bid Conference will be administered in person at OSU Cascades on July 29, 2024 at 10:00 AM

Pacific Time (PT) in Room 210 Obsidian Hall, 1500 SW Chandler Ave., Bend, OR 97703.

The Bidder must attend the mandatory Site-Visit/Pre-Bid Conference. Bids will not be accepted from those firms who have not had a representative attend the Mandatory Site-Visit/Pre-Bid Conference. Attendance will be documented by OSU. Bidders who arrive more than five (5) minutes after the start time of the meeting (as stated in this ITB and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documents and will have their Bid rejected.

**7.2.2** In any event, the Bidder shall examine the Work site to ascertain its physical condition. Failure to comply with this section will not release Contractor from entering into the Contract nor excuse Contractor from performing the Work in strict accordance with the terms and conditions of the Contract Documents.

**7.2.3** The Bidder shall be responsible for being fully informed as to the quality, quantity and sources of supply of the materials listed within the documents included as exhibits to this ITB.

**7.2.4** The Owner will not be responsible for any loss or unanticipated costs which may arise as a result of Contractor's failure to be fully informed in advance with regard to all conditions pertaining to the Work and the character of the Work required.

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

**7.2.3** Date and Time of the Pre-Bid Conference is located on the cover sheet of this ITB.

**7.3 Brand-Name Specification.** To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the documents included as exhibits to this ITB either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether they do so or not.

**7.4 Substitution Approval Process.**

**7.4.1** Prior to submitting a Bid that contains a Substitution, the Bidder must first seek approval of the Substitution from the Owner by submitting a written request to the **Contract Administrator** for approval prior to the deadline for questions as stated in this Solicitation.

**7.4.2** Substitution requests shall be submitted in accordance with Division 01 requirements.

**7.4.3** Only approved Substitution requests will be acknowledged via Addendum(a) to this ITB and shall become a part of the documents included as exhibits to this ITB. When approved, it is with the understanding that the substituted article or material is of equal or better value and utility than the one specified.

## **7.5 Execution of the Bid Form.**

**7.5.1** The Bid Form is hereby defined as the form furnished by Owner to be completed by Bidder.

**7.5.2** The Bid Form relates to Bids on this ITB. Only the amounts and information asked for on the Bid Form will be considered as the Bid. Each Bidder shall Bid upon the Work exactly as set forth in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the documents included as exhibits to this ITB. Bids that fail to address alternates set forth on the Bid Form may be considered non-responsive.

**7.5.3** Each Bid Form must: 1) Be completed in accordance with these instructions; 2) Include the appropriate signatures as noted on the Bid Form; and 3) Include numbers pertaining to the Base Bid(s) stated both in writing and in figures.

**7.5.4** When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates is shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct".

**7.5.5** When Bidding on unit prices, quantities stated on the Bid Form are estimates and are included for the purpose of award of a Contract. In the event of a discrepancy between unit prices and extensions, the unit price shall govern.

**7.5.6** Incomplete Bids may be rejected.

**7.5.7** Bids that contain conditions not provided for on the Bid Form may be rejected.

**7.5.8** Bids that contain ambiguities may be rejected.

**7.5.9** With the exception of filling in the required fields on the Bid Form, no other alterations to the Bid Form shall be made.

## **7.6 Submission of Bid.**

**7.6.1** 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 ITB.

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

**7.7 Opening of Bids.** At the time of opening and reading of Bids, each Bid received, irrespective of any irregularities or informalities, may be publicly opened and read aloud.

## **7.8 Acceptance or Rejection of Bids by OSU.**

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



**7.8.2** The Owner reserves the right to reject any or all Bids and to waive minor informalities.

**7.8.3** Unless all Bids are rejected, the Owner will award the Contract(s) based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the Contract(s), the Contract(s) will be awarded to the next lowest responsive Bid from a responsible Bidder or Bidders in succession, provided this ITB is not cancelled under the provisions of OSU standards and policies adopted by the Owner.

**7.8.4** The Owner reserves the right to hold the Bid of the three lowest Bidders for a period of sixty (60) Days from the time of Bid opening pending Award of the Contract.

**7.8.5** In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all Base Bids as well as alternates or combinations indicated in the Bid Form.

**7.8.5.1** When alternates are included on the Bid Form, they may be exercised at the sole discretion of the Owner within sixty (60) Days of the Effective Date of the Contract, unless extended by written mutual agreement of the Parties.

**7.8.5.2** The Owner has the right to accept alternates without regard to order or sequence; but, such acceptance must not deliberately impair the selection of a low, responsible and responsive Bidder to whom the Contract would be awarded under an equitable bid procedure.

**7.8.6** If Owner has not accepted a Bid within sixty (60) Days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted.

## **7.9 Withdrawal of Bid.**

**7.9.1** At any time prior to the Due Date/Time Bidder may withdraw its Bid in accordance with OSU Standards. This will not preclude the submission of another Bid by such Bidder prior to the Due Date/Time.

**7.9.2** After the Due Date/Time, Bidders are prohibited from withdrawing their Bid, except as provided by OSU Standards.

## **7.10 Execution of Contract, Agreement, Performance Bond and Payment Bond**

**7.10.1** The Bidder shall be required to execute the Contract as provided, and, if applicable, deliver a Performance Bond and a Payment Bond from a surety company licensed to do surety business in the State of Oregon within time period contained in the Award letter. The Contract Documents shall be delivered to the Owner in the manner stated in the Award letter.

**7.11 Public Works Bond.** At the time of submission of its Bid, each Bidder shall have on file with the Construction Contractors Board a public works bond required by ORS 279C.836, unless otherwise exempt under that statute. Failure to have on file a public works bond at the time of submission of the Bid may result in rejection of the Bid as non-responsive.

**7.12 Equity Contracting.** Owner will require the successful Contractor 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 Bidder's financial responsibility to perform the anticipated services. Submission of a Bid will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Bidders, 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 Bid.

**8.1.2** OSU may postpone the selection of apparent successful Bidder 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 Bid rejection.

### **8.2 Project Termination.**

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

**8.3 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 Bid, the Bidder certifies under penalty of perjury that the Bidder 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.** Bidder 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.** OSU'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 OSU 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.** OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents and Subcontractors from possessing firearms on OSU's property.

### **8.7 FEDERALLY REQUIRED CONTRACT PROVISIONS**

Note that these provisions will also be included in the contract for this ITB.

1. ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.
2. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
3. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148). As required by Federal program legislation, for all prime construction contracts in excess of \$2,000, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 and 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.
7. ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
9. DOMESTIC PREFERENCE. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.
10. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f).  
<https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>
11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**9.0 EXHIBITS**

Exhibit A – Bid Form

Exhibit B – Sample Public Improvement Contract

Exhibit C – General Conditions for Public Improvement Contracts

Exhibit D – Div-1

Exhibit E – Performance Bond, Payment Bond

Exhibit F – MWESB Project Contract Report Instructions and Report

Exhibit G – Civil Site and Landscape Drawings (not yet reviewed and approved by City of Bend)

Exhibit H – Little Kits Modular Building Drawings (not yet reviewed and approved by City of Bend)

Exhibit I – Geotechnical Report

Exhibit J – Owner Preliminary Project Schedule

Exhibit K – PPL Power Service Design

Exhibit L- Davis Bacon Wages

**End of ITB**