



Oregon State University

REQUEST FOR PROPOSALS # 2025-016145

OSU-Cascades Landfill Consultant

ISSUE DATE: August 12, 2024

MANDATORY PRE-SUBMITTAL CONFERENCE:
August, 20, 2024, at 1:00 PM Pacific Time (PT) in
Room 202 of OSU Cascade's Ray Hall in Bend, OR

RFP DUE DATE/TIME:
September 24, 2024, at 3:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: September 2, 2024 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2563-REQB

CONTRACT ADMINISTRATOR:

Thomas James
Construction Contracts Officer
Construction Contracts Administration
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

APPEALS:

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

Email: hanna.emerson@oregonstate.edu

Email: constructioncontracts@oregonstate.edu

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

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

1.0 INTRODUCTION

1.1 Oregon State University (“**OSU**” and/or “**Owner**”) is conducting a competitive **ONE OR TWO-STEP** Request for Proposals (RFP) process to retain One (1) firm to provide *landfill consulting services for its Cascades Campus in Bend (the “Project”)*.

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

MANDATORY PRE-SUBMITTAL CONFERENCE/SITE VISIT- A Mandatory Pre-Submittal Conference/Site Visit will be held on 1:00 PM PT on August 20, 2024, in Room 202 of OSU Cascade’s Ray Hall (1500 SW Chandler Avenue, Bend, Oregon 97702).

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

1.2 Background. 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 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.

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.

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. 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 2021 OSU completed 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 market rate housing, recreation areas and student life focused spaces, the LRDP includes an innovation district that is a collaboration 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 has now begun the first phase of redevelopment that will support the innovation district. OSU-C’s concept for this work involved minimizing offsite haul of waste and import of material by reusing the soil that can be harvested from the waste. Additionally, we have harvested native soil from our site and used a common fill to bring the bottom of the landfill back up to the planned rough grade.

The area in which the first phase of redevelopment is occurring contains construction and demolition waste. The land is owned by OSU, and the closed landfill is co-operated by Deschutes County Solid Waste and OSU under a solid waste disposal permit issued by the Oregon Department of Environmental Quality (DEQ). That permit authorizes OSU to redevelop the area consistent with and pursuant to a separate agreement with DEQ contained in the 2018 Consent Judgement Prospective Purchaser Agreement (PPA). The PPA and a separate Purchase and Sale Agreement with Deschutes County establish that as OSU completes capped sections of relocated waste in the landfill remediation process, the university takes over maintenance and reporting responsibilities for those sections while remaining original landfill areas remain the responsibility of Deschutes County Solid Waste for maintenance and reporting.

Note that portions of this work are federally funded and this RFP along with any work that takes place as a result of it, require compliance with applicable federal regulations/procedures.

1.3 Location. Various locations on OSU’s Cascades Campus.

1.4 Summary of Work. Environmental consulting and support focused on landfill remediation and subsequent maintenance of remediated areas and closed landfill cells.

1.5 Scope of Services.

1. Support remediation and closed operation of landfill areas onsite. Work includes but is not limited to:
 - a. Periodic waste investigation and characterization by various means and methods including boring, drilling, ground penetrating radar and others.
 - b. As OSU moves through future remediation phases of the site, this team may support with development and submission of documents and plans for DEQ review and approval aligning with the prescribed remedial action plan (RAP) and solid waste permit and any other requirements of the Consent Judgement. This work may also

include 3D civil design specifically related to the landfill remediation, quantity estimating and reconciliation, construction administration, environmental monitoring, and final document submission to close out the project.

- c. Supporting OSU operation of areas of the landfill that have moved under OSUs responsibility pursuant to the Consent Judgement and Prospective Purchaser Agreement. This support may include document preparation for DEQ review, review of existing and developing conditions in the landfill and providing design guidance for solutions, periodic review of landfill maintenance procedures.
- d. Periodic grant writing support as OSU seeks outside funding to help with the remediation work.
- e. Public engagement work that may include community discussions and open forums, preparation of diagrams that show/explain the work being done here, and interaction with the public and media.
- f. Periodic use of subconsultants as needed including but not limited to geotechnical services, pyrolysis and subsurface landfill fire experts, etc.

2.0 SCHEDULE

Issue Date	August 12, 2024
Mandatory Pre-Proposal Conference/Site Visit	August 20, 2024, at 1:00 PM PT Room 202 of OSU Cascade’s Ray Hall 1500 SW Chandler Avenue, Bend, Oregon 97702
Question Deadline	September 2, 2024 at 5:00 PM PT
Final Addendum Issuance (if necessary)	By September 10, 2024
Proposal Due Date/Time	September 24, 2024 at 3:00 PM PT

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

Estimated notification of finalists (If Applicable)	October 5, 2024
Presentations/Interviews (If applicable)	Completed by October 19, 2024
Notice of Intent to Award	By October 22, 2024
Estimated Contract execution	By November 24, 2024
Estimated Notice to Proceed	By November 26, 2024

OSU will make every effort to adhere to the above schedule. It is however, subject to change.

3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION, APPEALS

3.1 Questions.

3.1.1 All questions and contacts with OSU regarding any information in this RFP must be addressed in writing via email to constructioncontracts@oregonstate.edu no later than the **Question Deadline** as stated in Section 2.0. If 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 **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 Offeror to visit the website and download any addenda. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information.

3.3.2 OSU will not be responsible for any other explanation or interpretation of this RFP or the documents included as exhibits to this RFP.

3.4. Appeals.

3.4.1 Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)). All written appeals must be delivered to the **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 response received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after OSU has announced its intent to award a contract. If a response contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

4.2 The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.”

4.2.1 Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determination made pursuant to the Public Records Law.

4.3 In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential shall accompany the response, but shall be readily separable

from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety may be considered non-responsive and be rejected.

5.0 FORM OF AGREEMENT

A Sample Consultant 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

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/Site Visit.

7.2.1 RESERVED

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

7.2.3 Date and Time of a Pre-Submittal Conference/Site Visit is located on the cover sheet of this RFP.

7.2.4 The Offeror must attend the Mandatory Pre-Proposal Conference/Site Visit. Submittals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference/Site Visit. Attendance will be documented by OSU. Offerors who arrive more than five (5) minutes after the start time of the Site Visit will not have their attendance documented and will have their Submittal rejected if submitted.

7.3 Response Submission.

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

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

7.4 Response Submission Requirements.

7.4.1 Your response must be contained in a document not to exceed twelve (12) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your response. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

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

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

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

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

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

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

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

7.5 Acceptance or Rejection of Solicitation Responses by OSU.

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

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

7.6 Withdrawal of Solicitation Response.

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

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

7.7 Evaluation Process.

The written response to this RFP is the first in a **potential** two-step process in the selection of a firm for this Project. The responses to this RFP will be evaluated by a selection committee and if an award is not made after stage one, the top scoring firms will be invited to advance to further evaluation steps that may include Proprietary Discussions, Presentations/Interviews, or other evaluative methods at the discretion of the evaluation committee.

If this RFP moves to a second step, after completion of the second stage evaluation, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the second stage evaluation. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Offerors submitting responsive proposals or all Offerors in the competitive threshold.

Final scoring for the second stage evaluation will be **separate and not cumulative** from Stage one evaluation.

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

7.8.1 Design, Investigation, Environmental Monitoring and Construction Administration Experience on Similar Projects (30 points)

Describe your proposed teams experience with similar or comparable projects during the past five years. Similar projects should include work completed under the Oregon DEQ cleanup program and one or more of the following:

1. Significant quantities of waste excavation for site remediation
2. Work being done under a consent judgement, prospective purchaser agreement or similar voluntary cleanup program
3. Pyrolysis or other complicating site conditions

Describe the function(s) i.e. design document preparation, construction administration, site environmental monitoring, sub-surface investigation, etc. performed by your firm. Describe

the challenges the site/project provided that apply to the work OSU is doing at Cascades. Include owner, General Contractor, and subconsultant references that were involved with each of the projects.

7.8.2 Public Engagement, Operational Guidance on Similar Sites (30 points)

Describe your firm's experience with similar or comparable sites during the past five years. Similar sites should include work completed under the Oregon DEQ jurisdiction and one or more of the following:

1. Operating under a closed waste permit
2. Supporting an organization with site maintenance and operation including annual reports.
3. Community engagement effort supported by your team

Describe the function performed by your firm. Describe the challenges the site/project provided that apply to the work OSU is doing at Cascades. Include Owner, General Contractor, and subconsultant references that were involved with each of the sites.

7.8.3 Key Personnel (25 Points)

Identify the personnel in your firm who would be assigned to the project, their previous roles on the similar projects/sites noted in 7.8.1 and 7.8.2, and their specific roles in this project. Include all hourly rates for personnel who may perform work related to this RFP.

Note that while hourly rates will not be scored in stage one, they **MUST be provided.**

7.8.4 Workforce Diversity Plan (15 Points)

(a) Provide a description and identification of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB), or Disabled Service Veterans (DSV) certifications for your team and a description of your nondiscrimination practices. Provide historical information on MBE, WBE, ESB, or DSV Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed by your firm within the past three (3) years.

(b) Provide a narrative description of your current workforce diversity program/plan, and the plan for obtaining subcontracting, consulting, and supplier diversity for this Project. Include a description of the outreach program or plan, including a schedule of events and specific steps that will be taken to maximize broad based and inclusive participation and the plan to provide mentoring, technical or other business development services to subcontractors/subconsultants needing or requesting such services.

The Offeror must perform the Work according to the means and methods described in the workforce plan described in its response, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

7.9 Point Summary Table.

Criteria	Point Value
7.8.1 - Experience on Similar Projects	30 Points
7.8.2 – Engagement and Operation Experience	30 Points
7.8.3 – Key Personnel	25 Points
7.8.4 - Workforce Diversity Plan	15 Points
Total Points Possible	100 Points

7.10 (Optional) Presentation/Interviews or Other Optional Evaluation Process and Reference Checks (60 Points).**7.10.1 Presentation/Interviews or Other Optional Eval Processes (50 Points)**

More information regarding the second stage evaluation will be provided to finalists at a later date.

7.10.2 Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, provide the names, addresses, phone numbers and e-mail addresses of three (3) references from the projects noted above. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel.

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

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

7.12 Negotiations.

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

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

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

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

8.0 MISCELLANEOUS

8.1 Financial Responsibility.

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

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

8.2 Project Termination.

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

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

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

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

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

8.6.1 Smoke and Tobacco Free Campus. Owner's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents, Subcontractors, if any, agree not to smoke or use tobacco products while on Owner property.

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

8.6.3 Firearms Policy. The Owner has adopted a policy that prohibits Contractor and

Contractor's employees, agents and Subcontractors from possessing firearms on Owner's property.

8.7 RESERVED

8.8 Execution of Agreement.

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

8.8.2 Work Commencement. Work shall commence upon execution of a Contract with the selected Offeror unless otherwise stated in the award notification or Contract.

8.9 FEDERALLY REQUIRED CONTRACT PROVISIONS

Note that these provisions will also be included in the final contract awarded via this solicitation.

1. ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.
2. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
3. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148). As required by Federal program legislation, for all prime construction contracts in excess of \$2,000, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 and 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.
7. ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
8. EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.

339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

9. DOMESTIC PREFERENCE. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.
10. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>
11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9.0 EXHIBITS

Exhibit 1 – Sample Consultant Agreement

Exhibit 2 – Link to OSU-Cascades LRDP: https://osucascades.edu/sites/osucascades.edu/files/osu-cascades_lrdp_report.pdf

Exhibit 3 – GBB Subsurface Investigation Study-See box link:

<https://oregonstate.box.com/s/8avgwp1b2xjx1oo3wazaw6i8na7s5mwc>

Exhibit 4 – Historical Site Aerial Images

Exhibit 5 – DEQ Prospective Purchaser Agreement (Consent Judgement)

Exhibit 6 – Purchase and Sale Agreement

END OF RFP