



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2023-011144

Medium Voltage Commissioning Services for Utility Connection and Monitoring Facility: PacWave

ISSUE DATE: September 25, 2024

MANDATORY VIRTUAL PRE-PROPOSAL
CONFERENCE: October 1, 2024 at
10:00 AM Pacific Time (PT) via Zoom

PROPOSAL DUE DATE/TIME:
October 9, 2024 at 10:00 AM PT
Via Electronic submission to
bids@oregonstate.edu

QUESTION DEADLINE: October 3, 2024, at 2:00 PM Pacific Time (PT)

PROJECT NUMBER: 2090-18

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 or TWO STEP** Request for Proposals (RFP) process to retain one firm to provide **Medium Voltage Commissioning Services for the build of the PacWave Project’s Utility Connection and Monitoring Facility (“UCMF” or “Facility”)**.

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

VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE- A virtual Mandatory Pre-Proposal Conference will be held on 10:00 AM PT on October 1, 2024, via Zoom. Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 30 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number #2023-011144/Solicitation Name and Firm Name.

All questions shall be submitted via e-mail to constructioncontracts@oregonstate.edu by the Question Deadline to be addressed. The email subject line should contain the Solicitation Number #2023-011144/Solicitation Name and Firm Name.

1.2 Background and Introduction

OSU for its PacWave Project is seeking proposals for Medium Voltage (“MV”) commissioning services for the construction of the medium voltage Utility Connection and Monitoring Facility (“UCMF”).

Note: The scope of the commissioning services is limited to the medium voltage electrical components as further described in the Exhibit A ‘Scope of Work’ below.

The proposing firm may sub-contract as necessary to ensure a comprehensive team. OSU may update the sample Consultant’s Agreement to reflect the selected proposer’s use of subcontractors.

1.3 PacWave Project Summary

PacWave Project. OSU and the PacWave have been working since 2011 to develop PacWave South, an open ocean, wave energy test site near Newport, Oregon, to test the performance, environmental interactions, and survivability of wave energy converters (“WEC’s”).

With support from the U.S. Department of Energy and other non-federal sources, OSU is now designing and building PacWave South, the nation’s first grid-connected, pre-permitted wave energy test facility (“PacWave” or “PacWave South” or “PacWave Project” or “Project”) for the testing of utility scale WEC arrays. PacWave South will serve as an integrated research center, and as a training ground for future jobs in the ocean energy industry. For more information on PacWave, please visit www.pacwaveenergy.org.

Utility Connection and Monitoring Facility. The Utility Connection and Monitoring Facility (“UCMF”) portion of the PacWave Project is comprised of 3 buildings, and the site improvements of a 4.44-acre unimproved parcel of OSU-owned property located on Wenger Lane, Seal Rock, Oregon at:

44.459535, -124.073692

The buildings include Power Conditioning Building, 140 feet by 80 feet; Switchgear Building, 80 feet

by 48 feet, both to be constructed as pre-engineered metal buildings; and a Control Building, 85 feet by 50 feet, wood frame, slab-on-grade construction. UCMF will contain medium voltage electrical equipment including a large terrestrial vault, ground wire grid, switchgear equipment, ground switch, medium voltage cables, and relay panels. This facility will be grid connected to Central Lincoln PUD.

Schedule and Budget. Contract execution is anticipated to occur upon successful contract negotiations with the top ranked apparent successful Proposer. Consultant shall coordinate with Owner and the UCMF Build General Contractor to determine MV commissioning schedule. Within 30 days of contract execution, Consultant shall provide owner with MV commissioning schedule.

Compensation will be based on a total “not-to-exceed” amount for services and reimbursable expenses. The total not-to-exceed amount of compensation will be that amount in the submitted Cost Proposal and as negotiated with the top-ranked firm.

2.0 RFP Schedule

Issue Date	September 25, 2024
Mandatory Virtual Pre-Proposal Conference	October 1, 2024, at 10:00 AM PT
Question Deadline	October 3, 2024, at 2:00 PM PT
Final Addendum Issuance (if necessary)	October 7, 2024
Proposal Due Date/Time	October 9, 2024, at 10:00 AM PT

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

Notice of Intent to Award	by October 15, 2024
Estimated Contract execution	by October 21, 2024
Estimated Notice to Proceed	by October 22, 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 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 **Construction Contracts Manager** at the address or email listed in this document. Such requests for change shall be received no later than the **Question Deadline** listed above.

3.2.2 Such requests for change shall include the reasons for the request and any proposed

changes to the solicitation process provisions.

3.3 Change or Modification.

3.3.1 Any change or modification provided by the Owner for this RFP or the documents included as exhibits to this RFP shall be made by a duly issued Addendum made available to all firms on the [OSU Business and Bid Opportunities](#) website. It is the responsibility of each 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 **Construction Contracts Manager**, at the address given in this RFP.

4.0 PUBLIC RECORD

4.1 OSU will retain an electronic copy of this RFP and one electronic copy of each 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 CONSULTANT AGREEMENT is included as Exhibit B and contains contract terms and

conditions applicable to the work. The sample Agreement may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

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

As applicable, the Contractor and all sub-contractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (“PWR”) for all Work performed within the State of Oregon’s legal boundaries. The contract is subject to the following Bureau of Labor and Industries (“BOLI”) wage rate requirements, which are incorporated herein by reference:

- July 1, 2019 PWR Apprenticeship Rates
- July 1, 2019 PWR for Public Works Contracts in Oregon
- July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available online at:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

Prior to execution of a contract, the Contractor shall file with the Oregon Construction Contractor’s Board, and maintain in full force and effect, the separate public works bond required by Oregon Laws 2015, ORS 279C and OAR 839-025-015, unless otherwise exempt under those provisions. The contractor shall also include in every subcontract a provision requiring the sub-contractor to have a public works bond filed with the Oregon Construction Contractor’s Board before starting services, unless otherwise exempt, and shall verify that the sub-contractor has filed a public works bond before permitting any sub-contractor performing services to start Work.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Summary of Work. The Work contemplated in this document shall be for OSU in connection with the Work 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 checking in with the Contract Administrator at the beginning of the virtual Conference. Prime Proposers will be required to check in and provide their name, firm name, and email address to the Contract Administrator at the beginning of the virtual 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.

7.3 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 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 As applicable, 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.

7.3.4 The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days from the date of OSU's receipt of proposal submission. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.4 Proposal Submission Requirements.

7.4.1 Your Proposal must be contained in a document not to exceed Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved 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 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 exceptions to the Terms and Conditions included in the Exhibit B 'Sample Consultant's Agreement' shall be clearly identified and appended to the Proposal to be considered by OSU during the negotiation period.

7.4.4 The electronic Proposal 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. Proposals must be received by the date/time and in the format specified herein. The email line should contain the Solicitation Number #2023-011144/Solicitation 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 first in a **potential** two-step process in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee with the top scoring firms being invited to advance to further evaluation steps including virtual Proprietary Discussions and Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Twenty (20) minute** presentation period, immediately followed by a separate **Thirty (30) minute** Q&A session.

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

Final scoring of the Interviews will be **separate and not cumulative** from the short-listing.

In the event of receipt of a single proposal in response to this solicitation, OSU reserves the right to deviate from this Evaluation process established in this RFP.

1.) Firm Background and Experience (15 points)

Provide a brief description of your firm. Include your firm's organizational chart (not the project's organizational chart). List the projects your firm is currently contracted for, identify your firm's role in each project referenced, the key personnel for those projects, and the stage the projects are in terms of completion. State document and tracking tools utilized by your company on other similar sized project or similar system types.

2.) Key Personnel and Subconsultants (25 Points)

Identify key personnel who would be assigned to this project. Include proposed key personnel's resumes and certifications as outlined in the Testing firm Qualifications listed in 26-0805 Section 1.05 in Exhibit A, responsibilities on previous commissioning projects, and specific responsibilities for this project. Provide contact information (including email) for each identified key person.

Identify any subconsultants and the key personnel of the subconsultants you propose to use on this project. Describe their recent (past five years) experience and the key personnel's specific role in commissioning of similar projects. Provide contact information (including email) for each identified key-person. Identify the subconsultant's role in each of these projects referenced.

4.) Firm Experience on Similar Projects (15 Points)

Provide an example of a commissioning plan, inspection/observation report for equipment testing, and an owner training plan that your firm has utilized on previous similar projects.

Describe your firm's experience with projects of similar or comparable Work during the past five years. Specifically describe your team's experience with electrical substations or similar installations, medium voltage electrical installs generally, etc. as relevant to this Scope of Work. Demonstrate understanding of applicable codes, permitting processes, procedures and requirements in the Work locale.

Demonstrate how your firm meets the specific industry criteria, as outlined in Division 26-0805 Section 1.05. Any exceptions to the criteria below should be discussed by the Proposer. Below is a list from Section 1.05 for reference purposes. Proposer should review the complete contents of Exhibit A in response to this criterion and not rely on the list below.

1.05 QUALITY ASSURANCE

A. Testing Firm Qualifications:

1. Corporately and financially independent organization functioning as an unbiased testing authority.
2. Professionally independent of manufacturers, suppliers, and installers of electrical equipment and systems being tested.
3. Employer of engineers and technicians regularly engaged in testing and inspecting of electrical equipment, installations, and systems.
4. Supervising engineer accredited as Certified Electrical Test Technologist by NICET or NETA and having a minimum of 5 years testing experience on similar projects.
5. Technicians certified by NICET or NETA.
6. Assistants and apprentices assigned to project at ratio not to exceed two certified to one noncertified assistant or apprentice.
7. Registered Professional Engineer to provide comprehensive project report outlining services performed, results of such services, recommendations, actions taken, and opinions.
8. In compliance with OSHA CFR 29, Part 1910.7 criteria for accreditation of testing laboratories.

B. Test equipment shall have an operating accuracy equal to or greater than requirements established by NETA ATS.

C. Test instrument calibration shall be in accordance with NETA ATS.

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 Commissioning Agent 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.

6.) PacWave Project Interest (10 Points)

Why is your firm/team a great fit for the PacWave Project?

7.) Cost Proposal (20 Points)

Provide a Cost Proposal for the Commissioning Services on a time and materials cost reimbursement basis up to a maximum not-to-exceed. Please clearly identify the amount for Basic Services and Direct Expenses.

Please include a breakdown of the costs including a listing of the types of personnel participating in the work, an estimate of their hours and fully burdened rates (inclusive of profit and overhead) charged for their services based on the scope contained in this request.

Scoring will be based solely on the total maximum not-to-exceed amount.

NOTE: Formula for scoring Cost Points will be as follows: Lowest total not-to-exceed cost will receive full points with higher total not-to-exceed cost proposals receiving proportionally lower points according to this formula: $(\text{Lowest Cost or Cost\%} / \text{Cost or Cost\%}) \times \text{Points Available}$

7.8 Point Summary Table.

Criteria	Point Value
Firm Background and Experience	15 Points
Key Personnel and Subconsultants	25 Points
Firm Experience on Similar Projects	15 Points
Workforce Diversity Plan	15 Points
PacWave Project Interest	10 Points
Cost Proposal	20 Points
Presentation/Interview/Other (Optional)	60 Points
References (Optional)	10 Points

7.9 Optional Presentations/Interview/OTHER OPTIONAL EVALUATION PROCESSES and Reference Checks (60 Points).**7.9.1 Presentations/Interviews**

Presentations/Interviews *may* be conducted to aid in determining the apparent successful Proposer. Proprietary Discussions may also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and Presentations/Interviews will be provided to the short-listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be separate and not cumulative from the short-listing.

7.9.2 Optional 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, Exhibit E – OSU Reference Form.** 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 and with other references associated with past work of your firm.

If the selection committee determines the written responses are too close to score, the

university has no recent experience working with a finalist or if the scoring indicates a tie, the committee may check the references provided by the respondent as required by this proposal request. Information obtained from references will be used in the committee's final scoring and will be based on the committee's understanding of how well each firm can meet the needs of the Project and University.

Reference Check points are cumulative with the scoring criteria point totals for the applicable Stage of evaluation, one or two, in which the Reference Check occurs.

7.10 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.

7.11 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 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.

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 Exhibit B 'Sample Consultant's Agreement.'

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.

8.9 FEDERAL PROVISIONS

PacWave is supported by DOE's Office of Energy Efficiency and Renewable Energy Water Power Program Award Number DE-EE0007899 ("Financial Assistance Award"), the State of Oregon and other public and private entities. PacWave will support the development of new, clean, renewable energy technologies and provide future power for local needs. OSU must adhere to the federal terms and conditions of the Financial Assistance Award, which contain provisions that flow down to those performing the Work on behalf of OSU. It is the responsibility of the Contractor to perform in accordance with those flow down provisions contained in the Financial Assistance Award. Refer to Exhibit C 'Federally Required Provisions' for a summary of those applicable flow downs.

9.0 EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Sample Consultant’s Agreement

Exhibit C – Federal Provisions

Exhibit D – UCMF General Contractor’s Construction Schedule

Exhibit E – OSU Reference Form

END OF RFP

Exhibit A 'Scope of Work'

Commissioning Services will require development of a Commissioning Plan, Specifications, and development of performance test procedures.

Commissioning Services will include those activities further described and as highlighted in yellow in Section 26-0805 including, but not limited to, implementation of the Commissioning Plan and specifications; inspection of equipment and systems; preparation of complete documentation (including checklists, logs, reports, etc.) of all equipment and systems testing and inspections; provision of training sessions for OSU personnel, observation of systems and equipment testing; review of operations and gathering and organization of the operations and maintenance ("O&M") documentation provided by the UCMF Build General Contractor; and review of relevant shop drawings and submittals. Refer to Division 26-0805 'Commissioning of Electrical System' of the UCMF Build Project Manual and addenda at the link below for medium voltage commissioning requirements, and details on medium voltage commissioning specifications requested under this RFP.

IMPORTANT: SCOPE OF MEDIUM VOLTAGE COMMISSIONING SERVICES IN THIS RFP ARE THOSE ACTIVITIES HIGHLIGHTED IN YELLOW IN THE SECTION 26 Document (Word Document) available in Google Drive at the link below. Sections highlighted in yellow are identified as within the scope of the Commissioning Authority. The Commissioning Authority should review the full Section 26 document to identify any gaps that may occur.

IMPORTANT: SCOPE OF MEDIUM VOLTAGE COMMISSIONING SERVICES IN THIS RFP CONSISTS OF THE OF THOSE ACTIVITIES HIGHLIGHTED IN YELLOW IN THE SECTION 26 Document (Word Document) available in Google Drive at the link below. Sections highlighted in yellow are identified as within the scope of the Commissioning Authority. Proposer is to review the full Section 26 document to identify any gaps that may occur. Included is an Architectural set which includes those medium voltage systems applicable to this RFP scope.

https://drive.google.com/drive/folders/17vtykASICfC88a8nsRAEn_As1lx6Rdl9?usp=drive_link

In the performance of Commissioning Services, the Commissioning Agent will be responsible for coordinating its performance with that of the Owner, HGE Architects - UCMF Architect, its staff and consultants, David Evans and Associates - the medium voltage electrical design and engineering Consultant, and with the UCMF Build General Contractor, Gerding Builders, LLC, and their staff and subcontractors.

Exhibit B 'Sample Consultant's Agreement'

(Attached as a separate PDF)

****IMPORTANT NOTE TO PROPOSERS****

This Consultant's Agreement is a SAMPLE and therefore subject to modification in negotiations with an apparent successful Proposer. No additional question and answer period will be provided beyond what is stated in the procurement schedule in Section 2.0 'Schedule of Events.' For questions related to this Sample Consultant's Agreement, Proposers are directed to Section 7.4 'Proposal Submission Requirements' of the RFP which instructs Proposers to clearly identify and append in their Proposal submission any/all exceptions to the Terms and Conditions included in the Sample Consultant's Agreement.

If for any reason the parties are not able to reach agreement on the terms of the Contract, OSU is entitled to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and Policies.

Exhibit C 'Federal Provisions'

Compliance with Applicable Laws. The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

Allowable Costs. All Project costs must be allowable, allocable, and reasonable. The Contractor must document and maintain records of all Contract related expenses, including, but not limited to in-kind contributions. The Contractor is responsible for maintaining records adequate to demonstrate that Contract expenses claimed have been incurred, are reasonable, allowable, and allocable, and comply with cost principles. Upon request, the Contractor is required to provide such records to Owner, DOE, State or Federal auditing agencies, or their authorized representatives. Such records are subject to audit. Failure to provide Owner, DOE, State or Federal auditing agencies adequate supporting documentation may result in a determination by Owner, DOE, State or Federal auditing agencies; or their authorized representatives, that those costs are unallowable.

Awards, Prizes and Recognition. As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide the following related to any awards, prizes, or other recognition for project work or results, subject inventions, patents or patent applications, etc. as a result of work performed under this contract. List name of award/recognition/prize, name of sponsoring organization, date of receipt, and subject of award/price/recognition.

Contractor Reporting. As applicable, Contractor shall report to Owner the following: a.) any notices or claims of patent or copyright infringement arising out of or relating to the performance of the Work performed under this Contract; b.) potential or actual violations of federal, state, and municipal laws arising out of or relating to work performed under this Contract; c.) any fatality or injuries requiring hospitalization arising out of or relating to the work under the Contract; d.) potential or actual violations of environmental, health, or safety laws and regulations; e.) Any event which is anticipated to cause significant schedule slippage or cost increase; f.) any damage to Government owned equipment in excess of \$25,000; g.) any incident arising out of or relating to work under the Contract that has the potential for high visibility in the media.

Covered Relationship. The Contractor shall notify Owner of the existence of a 'covered relationship' as defined by 5 CFR 2635.502(a) & (b) between the Contractor and Owner which creates at a

minimum an apparent conflict of interest. The Contractor shall notify Owner of the covered relationship and provide detailed information and justification (including, for example, mitigation measures) as to why the relationship under this Contract does not create an actual conflict of interest.

Equipment. Title to equipment: Title to equipment (property) acquired under this Contract will conditionally vest upon acquisition with Owner.

Invention Disclosures. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide the following invention disclosures: List title, date submitted, and name of inventor. Invention disclosures are to be provided to Owner in a manner consistent with 37 CFR 401.14 'Standard Patent Rights Clauses.'

Licensed Technologies. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide the following information for subject inventions licensed to third parties as applicable: list name of licensee, domestic or foreign patent or patent application number, title, and expiration date of Contract.

Media. Contractor shall make no news release, press release or statement to a member of the news media regarding this Work under this Contract without prior written authorization from Owner. For any media articles (e.g. newspapers, magazines, online media) produced by the Contractor after receiving written authorization from Owner to produce such media, the Contractor shall provide to Owner upon request or prior to Completion of Work under this Contract, the following: author, title, publication or website, page number (if applicable), and date of publication.

Network and Collaborations. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide information to Owner about partnerships and other arrangements concluded with respect to the project or technology area or Work performed under this Contract. Contractor shall list name of network or collaboration (if any), name of entities involved, date of Contract (if any), brief description of network or collaboration, and technology area. Contractor shall clearly denote the partner organizations unique and distinguished contribution to the Project as a result of work performed under this Contract.

Covered Telecommunications Equipment or Services. Pursuant to 2CFR 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 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>

Other Products. As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide Owner the following information: additional Work output, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment. Contractor shall provide a brief description of additional project output, date of release, and entity to which output was provided.

Patent Applications. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall provide the following patent application information: list patent number, name of inventors, assignee, patent application number, date of filing, and title of patent application.

Protected and Limited Rights Data. As applicable, the Contractor shall mark protected data and limited rights data for all deliverables provided under this Contract. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. Section 552) or otherwise. The work under this Contract is funded by the U.S. Government. Therefore, unlimited rights may be retained by the government, to any technical data or commercial or financial data produced under this Contract.

Publications. Contractor shall include the following acknowledgement in publications arising out of, or relating to, work performed under this Contract:

- **Acknowledgement:** “This material is based upon work supported by the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (“EERE”) under the Water Power Program Award Number DE-EE0007899.”
- **Disclaimer:** “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Records Retention and Audit. Contractor is responsible to provide any information, documents, site access, or other assistance requested by Owner, Federal or State auditing agencies; or their authorized representatives, for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Contractors records relating to this Contract.

Technologies and Techniques. As applicable, upon request by Owner or prior to Completion of Work under this Contract, Contractor shall briefly describe the new technologies or techniques (specific capabilities and performance improvements enabled), the pre-commercialization history of the technologies and their potential application to current and future projects.

Website Featuring Work or Work Results. As applicable, upon request by Owner or prior to Completion of Work under this contract, Contractor shall provide Owner the following information: website or other Internet sites that reflect the Work or results of Work under this Contract. List name of website, specific webpage(s) on which Work or results featured, and brief description of Work or results featured.

Exhibit D 'UCMF General Contractor's Construction Schedule'

(Attached as a separate PDF)

Note: The Exhibit D construction schedule is a draft for RFP purposes only.

Exhibit E – ‘OSU Reference Form’

REFERENCES

Use this form to provide references with current contact information for three past clients of a similar Scope as the scope described in this RFP. Verify that the individuals provided as a reference had direct contact with the representative services provided by your firm. Do not include references for any person(s) employed by your firm or other firms identified in your proposed team or any references of OSU personnel.

REFERENCE 1

COMPANY: _____ ADDRESS: _____ CITY, STATE _____ ZIP: _____ WEBSITE: _____ GOODS OR SERVICES PROVIDED: _____	CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____ E-MAIL: _____
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REFERENCE 2

COMPANY: _____ ADDRESS: _____ CITY, STATE _____ ZIP: _____ WEBSITE: _____ GOODS OR SERVICES PROVIDED: _____	CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____ E-MAIL: _____
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REFERENCE 3

COMPANY: _____ ADDRESS: _____ CITY, STATE _____ ZIP: _____ WEBSITE: _____ GOODS OR SERVICES PROVIDED: _____	CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____ E-MAIL: _____
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