



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) # 2025-017637

### Burt Hall CRAC System Replacement CM/GC

ISSUE DATE: January 10, 2025

MANDATORY PRE-PROPOSAL CONFERENCE:  
January 16, 2025 at 10:00 AM Pacific Time PT at Burt  
Hall

RFP DUE DATE/TIME:  
February 7, 2025 at 3:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: January 24, 2025 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2282-21

**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 (1) firm to provide *General Contracting Services for a CRAC System Replacement at Burt Hall (the “Project”)*.

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

**MANDATORY SITE-VISIT** – Mandatory Site-Visit shall take place 1/16/2025 at 10:00 AM PT at Burt Hall 3, SW Orchard Ave 2651 Corvallis, OR. Meeting location is the Burt Hall 4 Lobby near the corner of 26<sup>th</sup> and Monroe. Parking and building location information can be found at [www.oregonstate.edu](http://www.oregonstate.edu).

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.** Oregon State University in Corvallis, Oregon is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon (<https://www.grandronde.org>) and the Confederated Tribes of the Siletz Indians (<https://ctsi.nsn.us>).

Founded in 1868 as Oregon’s land grant institution, OSU serves the state, the nation and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation and engagement — and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant and affordable education for the people of Oregon and beyond. OSU is one of only two land, sea, space and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

The university’s 570-acre main campus is located in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon’s Willamette Valley. Corvallis consistently ranks among the safest, most highly educated and greenest small cities in the nation.

Burt Hall Building 3 (Burt 3) houses the current computing center for COEAS. Room 0155 and 0153 are the two server rooms that are cooled by 4 CRAC units. The goals for this project are to renew the aging existing cooling equipment, provide reasonable increases in capacity to meet current server rack performances and provide an efficient dual cooled option connected to the North DUP loop. This project will include building controls, roof patching, server room specialty items, electrical modifications and hydronic piping. Future expansion to the Burt 3 server room are possible so minor accommodation for these potential future expansions have been considered with the design.

### **1.3 Location.**

**Burt Hall:** Built in 1964, the building served as home to OSU's rapidly growing oceanography department. It was later named Burt Hall after Wayne Burt, who was instrumental in establishing the

oceanography program in 1959. As a result of Burt's efforts, the university's Marine Science Center in Newport opened as a research, education, and outreach facility in 1965.

#### **1.4 Summary of Work.**

Burt 3 Rooms 0155 and 0153 are cooled by 4 CRAC units the current units are (2) 15 ton DX and (2) 20 ton DX. These units are past their life expectancy and have had several failures. Currently temporary cooling units are in place to temper the heat load in the space. The current serve heat load has been reduced to maintain base operations of the cooling system.

The proposed CRAC units be sized equally at (4) 30 ton units. These units will be relocated to the roof to accommodate the larger equipment. Other rooftop work included removal of the abandoned rooftop cooling tower. Two smaller heat pumps will also be replaced with similar units ( HP-1, HP-2)

The 4 new CRAC (interior & exterior) units have been procured by Oregon State University and are currently being store at the Coast Range Building at 4575 SW Research Way, Corvallis, Oregon 97333. OSU has also pre-purchased the 800amp panel that too is being stored with the CRAC units. The ATS equipment is currently under submittal review and will be delivered to the Coast Range Building, anticipated to arrive mid-February 2025. The selected General Contractor will need to include moving all owner purchased equipment, CRAC Units, Panel and ATS from the Coast Range Building to Burt Hall for installation.

The new CRAC units are Dual Cool Units with DX cooling capabilities and Chilled water Cooling capabilities. This project will be connecting these units to the North DUP chilled water loop as Alternate #1. New chilled water pumps and VFD will be installed.

Server racks will be relocated by OSU outside of the project scope. The contractor will provide server aisle doors, curtains and above rack curtain enclosures. Additional infill of cold aisle may be needed if racks are missing. Building controls will be included as part of the scope for this work for the areas identified.

#### **1.5 Scope of Services.**

At minimum, the scope of services will include a Pre-Construction Meeting, Existing Conditions Review, Future Scenarios Analysis Order of Magnitude Cost Estimates, General Preconstruction Services and a GMP proposal with alternates as agreed to by OSU and schedules.

##### Pre-Construction Meeting

Following release of the Notice Proceed, the selected Contractor must convene a preconstruction meeting. Additional details regarding requirements of the preconstruction meeting are noted in OSU's General Conditions.

##### Existing Conditions Review

A review of the full facility, electrical, mechanical, roof, server room, building controls and site shall be conducted by the General Contractor and as part of the Existing Conditions Survey. The Existing Conditions Survey shall include constructability concerns, identification of conflicts between the drawings and existing conditions and shall include photos of the existing conditions, with noted observed deficiencies or issues. Deliverables: Existing Conditions Survey identifying each review item in written form and photos and notes to match.

### Future Scenarios Analysis

The contractor shall work with OSU project management team and Burt 3 User groups and potentially other OSU staff and faculty to explore future expansions to this project (construction to be completed with a separate project). The contractor shall review ideas for future expansion and shall outline critical areas of concern, explore limitations including electrical, mechanical and usable space. The contractor shall review the concepts of expansion and compare them with the current construction documents to determine if issues with constructability or limitations are present. This will consist of at most three in-person meetings to review concepts and discuss reviewed items in more detail.

*Deliverables:* Future Scenarios Analysis, including critical areas and concerns, constructability review, and limitations of the current design.

### Order of Magnitude Cost Estimates

The Contractor shall provide an order of magnitude cost estimate within 60 days of notice to proceed. This cost estimate will be based solely on the CD set provided. This cost estimate will be used to determine the extent of the scope to be pursued and to understand the total project cost. This will feed into decision making for the GMP and the Future Scenarios Analysis. Deliverables: order of magnitude cost estimate including estimates for direct costs, list so types of subcontractors to be involved, general conditions estimate and other markups.

### GMP proposal

The contractor shall provide a full GMP proposal based on the documentation provided at some point after the Future Scenarios and analysis and the Order of Magnitude Cost Estimate. The GMP shall include all alternates shown on the drawings as well as any alternates determined by OSU project management team. The GMP shall include a general schedule for contract use. Additionally, a detailed schedule shall be provided in coordination with OSU to determine critical outages and disruptions to the user group and other OSU stakeholders. Deliverables: GMP Proposal including general schedule and a detailed coordination schedule

**1.6 Budget.** \$2,000,000

### 2.0 SCHEDULE

Issue Date	1/10/2025
<b>Mandatory Site Visit</b>	1/16/2025 at 10:00 AM PT at Burt Hall
Question Deadline	1/24/2025 at 5:00 PM
Final Addendum Issuance (if necessary)	By 1/28/2025
Proposal Due Date/Time	2/7/2025 at 3:00 PM

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

Estimated notification of finalists (If Applicable)	2/18/2025
Presentations/Interviews (If applicable)	Week of 2/24/2025
Notice of Intent to Award	By 2/28/2025
Estimated Contract execution	By 3/20/2025

Estimated Notice to Proceed

By 3/20/2025

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

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

#### **3.1 Questions.**

**3.1.1** All questions and contacts with OSU regarding any information in this RFP must be addressed in writing via email to [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) no later than the **Question Deadline** as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

#### **3.2 Solicitation Process Revision Requests.**

**3.2.1** Proposers may submit a written request for change of particular solicitation process provisions to the **Chief Procurement Officer** at the address or email listed in this document. Such requests for change shall be received no later than the **Question Deadline** listed above.

**3.2.2** Such requests for change shall include the reasons for the request and any proposed changes to the solicitation process provisions.

#### **3.3 Change or Modification.**

**3.3.1** Any change or modification provided by the Owner for this RFP or the documents included as exhibits to this RFP shall be made by a duly issued Addendum made available to all firms on the [OSU Business and Bid Opportunities](#) website. It is the responsibility of each Proposer to visit the website and download any addenda. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information.

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

#### **3.4 Appeals.**

**3.4.1** Appeals related to the OSU solicitation process and award decisions and actions shall be pursuant to OSU Standards ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)). All written appeals must be delivered to the **Chief Procurement Officer**, at the address given in this RFP.

### **4.0 PUBLIC RECORD**

**4.1** OSU will retain an electronic copy of this RFP and one electronic copy of each Proposal received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection

after OSU has announced its intent to award a contract. If a Proposal contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

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

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

**4.3** In order to facilitate public inspection of the non-confidential portion of the Proposal, material designated as confidential shall accompany the Proposal, but shall be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment shall be publicly available regardless of any designation to the contrary. Any Proposal marked as a trade secret in its entirety may be considered non-responsive and be rejected.

## **5.0 FORM OF AGREEMENT**

A Sample CMGC 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 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES**

The Oregon BOLI Prevailing Wage Rates applicable to this Project are the rates in effect at the time the contract enters the construction phase through the execution of the first Pricing Amendment for Early Work, Lump Sum or Guaranteed Maximum Price (GMP). Those rates will then apply throughout the Project.

## **7.0 INSTRUCTIONS TO OFFERORS**

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

**7.2 Pre-Proposal Conference and Site Visit.**

**7.2.1 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-Proposal Conference is located on the cover sheet of this

RFP.

**7.2.4 The Proposer must attend the Mandatory Site Visit. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Site Visits. Attendance will be documented by OSU. Proposers who arrive more than five (5) minutes after start time of the Site Visit will not have their attendance documented and will have their Proposal rejected if submitted.**

### **7.3 Proposal Submission.**

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

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

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

### **7.4 Proposal Submission Requirements.**

**7.4.1** Your Proposal must be contained in a document not to exceed 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 in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7.7 Evaluation Process.**

The written response to this RFP is the 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 are planned to include a **Twenty-five (25) 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.

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

**7.8.1 Firm Background and Experience on Similar Projects (20 points)**

Provide a brief description of your firm. Include an organizational chart.

Describe your firm's experience with similar or comparable projects during the past five years. Be sure to detail experience with occupied critical environments and prior work with Data Centers and large-scale hydronic systems integration. Provide information identifying your firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project.

**7.8.2 Key Personnel (15 Points)**

Provide the names of the Project Manager and Superintendent that you will commit to this Project. Demonstrate their specific experience on projects of similar type, size and scope. Provide specific job experience as it relates to their experience with the GC process and working under OSU or similar large public contracting agencies' contracting rules. Identify their length of employment with your firm and, if less than three years, recent prior firm(s), and their responsibility on this Project.

**7.8.3 Proposed Project Schedule and Site Logistics and Safety Plan (20 Points)**

Prepare a proposed general Project schedule that identifies critical milestones and duration for each proposed activity. Outline key items and milestones in writing. Address how the schedule will work to maintain flexibility for the user groups. Outline the general approach to project scheduling for this work.

Describe your firm's approach to the management and administration of on-site construction activities for this Project. Address mobilization, construction staging, site access, vehicular circulation, pedestrian circulation, noise, material storage, onsite offices, security, etc. Describe how you will keep construction workers, students, faculty, staff and visitors to campus safe while minimizing impact to the day-to-day operations of the campus.

**7.8.4 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 CM/GC must perform the Work according to the means and methods described in the workforce plan described in its Proposal, unless changes are requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

#### **7.8.5 Preconstruction Services (5 Points)**

Provide a separate Fee Proposal for Preconstruction Services on a time and materials cost reimbursement basis up to a maximum not to exceed amount, for the provided scope of work outlined above in Sections 1.4 and 1.5. Provide an outline of hours of work proposed as part of this scope. Show hours per each staff member.

Scoring will be based on the value of services offered to OSU, not the total preconstruction cost.

#### **7.8.6 CMGC Fee (20 Points) and Hourly Rates (5 Points) (25 Points total)**

##### **CMGC Fee (20 Points):**

Provide your firm's CM/GC Fee as a percentage of the Estimated Cost of the Work for this project.

This fee shall cover, at a minimum, the Construction Management elements and Costs **Excluded from Cost of the Work, as specified in the CM/GC Contract and specifically identified in the Direct Costs/General Conditions Work Costs Matrix included in the CMGC Agreement (and separately as Exhibit 6 to this RFP) ("Matrix). Items identified in the Matrix as applicable to the CM/GC fee shall not be reimbursed as General Conditions Work ("GC Work")**. GC Work means (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is specifically identified as GC Work as identified in the Matrix, and (ii) any other specific categories of Work approved in writing by OSU as forming a part of the GC Work. See the attached sample CM/GC contract for more details.

Scoring will be based solely on the total fee Percentage.

**NOTE:** Formula for scoring Fee Points will be as follows: Lowest Fee for each of the price related items will receive full points with higher cost price related items receiving proportionally lower points according to this formula: **(Low Fee%/ Fee%) x Points Available**

##### **Hourly Rates (5 Points):**

Provide an hourly rate sheet listing the names of each staff member, staff member title, and their hourly rate, this will be scored based on completeness, alignment with current industry standards, team member experience to rate comparison, and will be compared against other proposing firms as well as other OSU project hourly rate sheets.

## 7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Experience on Similar Projects	20 Points
Key Personnel	15 Points
Proposed Project Schedule and Site Logistics and Safety Plan	20 Points
Workforce Diversity Plan	15 Points
Preconstruction Fee	5 Points
Fee Proposal and Hourly Rates	25 Points

## 7.10 (Optional) Presentations/Interview and Reference Checks (50-60 Points).

### 7.10.1

#### **Presentations/Interviews (50 Points)**

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.

#### **7.10.2 Optional (for OSU) 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. 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.

After Stage 2 Interviews, OSU *may* check with these references or other references associated with past work of your firm.

**While these reference checks are optional for OSU, references must be provided with your initial proposal submission.**

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

## **7.12 Negotiations.**

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

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

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

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

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

## **8.0 MISCELLANEOUS**

### **8.1 Financial Responsibility.**

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

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

### **8.2 Project Termination.**

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

**8.2.2** Should the Agreement be terminated prior to the first Lump Sum/GMP Amendment, OSU reserves the right to obtain services from any other source available to it under the relevant contracting laws and OSU Standards and policies, including negotiating with the next highest scoring Proposer(s).

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

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

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

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

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

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

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

**8.7 RESERVED**

**8.8 Execution of Agreement.**

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

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

## **9.0 EXHIBITS**

Exhibit 1 – Sample CMGC Contract

Exhibit 2 – General Conditions

Exhibit 3 – DIV-1

Exhibit 4 – MWESB Instructions and Form

Exhibit 5 – Payment and Performance Bond Forms

Exhibit 6 – Cost Matrix

Exhibit 7 – Specifications  
Exhibit 8 – Drawings  
Exhibit 9 – One Line Diagrams  
Exhibit 10 – Schedules  
Exhibit 11-Transfer Switches  
Exhibit 12 – Panelboards  
Exhibit 13 – System Cut Sheets

**END OF RFP**