



# Oregon State University

## REQUEST FOR PROPOSAL (RFP) #2025-017688

### Fire Testing Lab Construction CMGC

ISSUE DATE: 3/21/2025

MANDATORY PRE-PROPOSAL CONFERENCE:  
April 3, 2025, at 11:00 AM Pacific Time (PT) via  
Zoom

RFP DUE DATE/TIME:  
April 25, 2025, at 03:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: 4/11/2025 at 05:00 PM Pacific Time (PT)

PROJECT NUMBER: 2435-23  
EDA Award No. 07-79-07910

**CONTRACT ADMINISTRATOR:**

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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 general contracting services for the construction of its Emmerson Fire Lab (the “Project”).
- 1.2** **Note that this project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program in addition to Federal Uniform Guidance.**

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

**VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE-** A virtual Mandatory Pre-Proposal Conference will be held on 11:00 AM PT on April 3, 2025 via Zoom. Firms wishing to attend should e-mail [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) no later than 15 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name.

**NON-MANDATORY SITE VISIT-** A non-mandatory site visit will take place April 10, 2025, at 10:00 AM. Interested parties are to meet at the A.A Red Emmerson Advance Wood Laboratory (3205 SW Washington Way, Corvallis, OR 97331) at the date and time above.

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.

**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 the awarded 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.

**Awarded Proposer must have an Active entry and not be debarred on Sam.gov. Go to Sam.gov to register your firm if you have not already done so.**

**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.

This project is for the construction of a fire-testing laboratory at Oregon State University's Corvallis campus. A custom-built structure will be erected, adjacent to the A.A. Emmerson Advanced Wood Products Laboratory, to house a furnace and associated equipment. The furnace chamber will be of approximate dimensions 8'L x 4'H x 4'D, with electronic temperature and pressure control systems, a suite of measuring devices, data acquisition and management systems and related software, a dust collection system and a scrubber/filtration system. The furnace will employ natural gas as fuel and can be used to perform fire resistance tests on vertical or horizontal wall specimens, beam-column shear connections and short columns. The chamber complies with various international standards for fire testing, including the ASTM-E119 test for walls, partitions and floor or roof systems, used in the US. The structure will be fire-protected and sprinklered and will allow forklift access via wide front-opening double doors, with additional material handling capabilities.

This facility will fall under the regulatory definition of laboratory use.

The proposed gas furnace will be able to support research on the fire behavior of new building materials and existing building materials and systems. The proposed furnace, and the facility it will be housed in, will be equipped to test both combustible material (e.g. mass timber) and non-combustible material (e.g. concrete, steel). The test furnace is expected to be a hydraulic tilting type, having a clear opening area of the furnace of 4.0 m (13.1 ft) x 3.0 m (9.8 ft) and a depth of approximately 1.2 m (3.9 ft), and equipped with at least 12 gas burners, each with an individual capacity of approximately 400 kW. Gas supply will be provided via a liquefied gas system with vaporization equipment.

The goal of the Oregon Fire Testing Facility is not only to provide access to experimental testing apparatuses for researchers throughout the US, but also to enable data from these experiments to be used in research using numerical simulations. Experimental data on the behavior of structures in fire can provide insight into key behavioral mechanisms with regards to heat transfer and structural behavior. In addition, data from experimental tests is used as validation and verification data for numerical simulations. When enough data is collected across wide ranges of parameters, uncertainty and variability quantification can occur, which also can then be utilized within numerical simulations. Currently, there are limited fire testing facilities at universities within the U.S. that are accessible to academics. In addition, none of the existing university-based facilities can test combustible building materials within their furnaces (e.g., timber).

**1.3 Location.** Adjacent to the A.A. Emmerson Advanced Wood Products Laboratory on OSU's Corvallis Campus in Corvallis, Oregon.

**1.4 Summary of Work.**

OSU is seeking proposals from general contractors to act as Construction Manager/General

Contractor (CM/GC) for the Construction of a new Fire Testing Facility.

The CM/GC scope of work for this Project includes Pre-Construction services followed by construction and construction management services.

Scope of work will include:

- Civil site work and exterior improvements.
  - Landscape and Irrigation scope to follow basis of design documents.
- Masonry
  - The building will be of concrete block construction on concrete footings and slab.
- Structural Steel
  - Roof structure and crane rails
- Roofing and guardrails
- Plumbing for restroom and service plumbing, including industrial pipe fitting and all services required to complete this scope.
- Fire sprinklers, alarms and access controls.
- HVAC/Mechanical
  - A portion of the slab will house the chimney/stack and dust collector/baghouse equipment. See Exhibits.
  - Custom 18'x18' hood over open burn area
  - Building Automated Systems (BAS)
  - Owner will contract separately for necessary commissioning work.
- New service electrical will be required
  - Talks with PPL (utility provider) are ongoing
- Appropriate exhaust for the furnace and other safety systems.
- Custom Hydraulic Tilting Type Fire Resistance Test Furnace will be owner supplied and Contractor installed. Furnace will be delivered to site and accompanied by service technicians, for a limited time, to oversee installation, testing and training. GC is responsible for collaborating and coordinating install. Furnace manufacturer will not install. See Exhibits.
- Low-voltage data/telecom and horizontal cabling.
- All surveys, geo-testing, commissioning, special inspections and permit fees will be carried by OSU.

Anticipated Substantial completion for work is 11/1/2026.

Anticipated Final Completion of work is 12/1/2026.

### **1.5 Scope of Services**

When selected, the CM/GC firm will be a part of a Project Team composed of OSU, the Design Team and other Project consultants through the completion of the Project. Scope of services will include a Pre-Construction effort working with OSU and the Design Team.

Key components of Pre-Construction and Construction CM/GC scope of work are the following:

- Preconstruction Scope of Service will include the following design phases: Construction Documents.

- Collaborate with the OSU and the Design Team during the design of the building and site.
- CM/GC will provide construction consulting and cost estimating services at the conclusion of Design Development and at 65% Construction Documents phase and will review the design at appropriate intervals through the lens of constructability, cost, schedule and sequencing.
- CM/GC will develop construction schedule to best meet OSU’s goals for Project Completion.
- CM/GC will be required to comply with OSU Design and Construction Standards and, policies, rules and procedures requiring good faith efforts in subcontracting with emerging small businesses, and minority and women owned businesses in the Project.

The CM/GC firm should be skilled in construction including various building systems, developing schedules, preparing construction estimates, performing value engineering, analyzing the constructability of alternative designs, studying labor conditions, understanding construction methods and techniques, selecting subcontractors, coordinating construction processes, managing construction activities within an occupied campus, and be capable of aiding OSU in procuring long lead equipment and materials.

Collaboration between OSU, the Design Team, and the furnace manufacturer is of the utmost importance in order to create the most cost and time efficient building. The CM/GC will be expected to communicate the construction-related aspects of the Project to all team members throughout the design and construction phases. In addition, the CM/GC will be familiar with the local labor and subcontracting market and be capable of working and contracting directly with subcontractors to generate viable pricing.

Following completion of Pre-Construction, the CM/GC will provide construction and construction management services during this project’s construction following execution of an amendment (Early Work or GMP/Lump Sum) as applicable for construction services.

## 1.6 Budget: \$5,000,000 for Construction

### 2.0 SCHEDULE

Issue Date	3/21/2025
<b>Mandatory Pre-Proposal Conference</b>	<b>April 3<sup>rd</sup>, 2025 at 11:00 AM PT via Zoom</b>
Non-Mandatory Site Visit	April 10 <sup>th</sup> , 2025 at 10:00 AM PT. Meet at 3205 SW Washington Way, Corvallis, OR 97331
Question Deadline	4/11/2025 at 5:00 PM PT
Final Addendum Issuance (if necessary)	By 4/17/2025
Proposal Due Date/Time	4/25/2025 at 3:00 PM PT

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

Estimated notification of finalists (If Applicable)	By 5/6/2025
Presentations/Interviews (If applicable)	Week of May 12th, 2025
Notice of Intent to Award	By 5/19/2025
Estimated Contract execution	By 6/6/2025

Estimated Notice to Proceed

By 6/7/2025

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 Exhibit 1 (Exhibit 2 contains associated general conditions) 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.

**Additionally, be sure to carefully review Section 8.9 of this RFP document and Exhibit 9, EDA Required Contract Provisions, as they details other requirements that will be incorporated into the final Agreement.**

## **6.0 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES AND DAVIS BACON WAGE RATES**

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

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. Work related to this project will take place in Benton County, Oregon.

The current active Davis Bacon Wage Rate Determination is included as Exhibit 16 to this RFP. The Davis Bacon Wage Rates applicable to this Project are the rates in effect 10 days before the RFP Closing date. If the active wage rates are different 10 days before the closing date of this RFP (4/15/2025 unless proposal due date of 4/25/2025 is altered by an addendum) change, an addendum will be issued with the updated Davis Bacon Wage determination.

**Contractor must pay the HIGHER of the Oregon BOLI Prevailing Wages or Federal Davis Bacon Wage rates in effect.**

## **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.

**This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.**

### **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 should occur no later than fifteen (15) 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 the Contract Administrator during 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. Proposers who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documented and will have their Proposal rejected if submitted.

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

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

**7.2.4 Reserved**

### **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 should 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 should 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 should 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 Presentations/Interviews should the committee determine they are necessary.

If held, Presentations/Interviews are will include a **Twenty-five (25) minute** presentation period, immediately followed by a separate **Thirty (30) minute** Q&A session. See section 7.10.1 for more detail about the Presentation/Interviews.

After all of the Presentations/Interviews are completed, the members of the selection committee will discuss 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 **cumulative** with step one scores. For example: If Proposer A's Proposal scored 85 points in step 1, and they scored 50 points in step 2, they would have a cumulative score of 135 points.

**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 Experience on Similar Projects and Qualifications (25 points)**

OSU values relationships in collaborative project delivery and wants to understand how your team has successfully handled similar integrated projects.

Please describe your firm's experience with specialized lab spaces, technical and industrial MEP systems, and unique equipment. Highlight your team's experience with projects of

similar type, size, and scope. Also, share your experience with similar projects for public entities, higher education, and federally funded projects within the last five years. Identify your firm's strengths, weaknesses, and any special capabilities relevant to this project.

Provide the names and roles of key team members (Pre-Construction Manager, Project Manager, Safety Manager, QA/QC Manager, and Superintendent), their length of employment with your firm, and any previous firms if employed for less than three years. Include their responsibilities and primary office locations.

### **7.8.2 CMGC Experience/History (10 Points)**

Describe your firm's experience with construction management at risk, including public CM and CM/GC projects. Explain how your firm will provide construction management expertise and leadership to the Owner and their design team, specific to this project.

Describe how each key team member will interact with OSU during the project's phases, how much time they will spend on the project, and how they will work to reduce costs and risks while increasing value and helping OSU achieve its goals.

### **7.8.3 Cost Control (15 Points)**

Explain how your firm will manage and communicate construction costs and budget status with the Owner and their design team. Describe your process for developing a GMP budget and the project controls you'll use to manage costs during construction.

Detail your firm's approach and experience with preconstruction services, including value engineering, cost planning, constructability analysis, scheduling, and risk management. Based on the information in this RFP the attached documents, what do you assume are our major cost drivers and scopes to be scrutinized?

Describe how your firm will collaborate with the design team to implement these processes during the construction document (CD) phase.

Also, explain how your firm will estimate and establish a GMP budget, and monitor and control costs throughout construction, including how you will communicate budget updates to the project team. Based on the information provided in this RFP and the attached documents, what risks do you see and how would you approach mitigating them?

### **7.8.4 Project Schedule and Work Plan (10 Points)**

Prepare and propose a Project Schedule and work plan that identifies the specific milestones and duration for each proposed activity.

This project has a hard completion deadline due to federal grant requirements. Illustrate how you will complete all construction activities by year end 2026.

Based on the information provided in this RFP and the attached documents, what risks do you see and how would you approach mitigating them? Please demonstrate how your firm will schedule and manage this project to meet federal grant requirements.

**7.8.5 Workforce Diversity Plan (15 Points)**

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

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

The awarded proposer 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.

**7.8.6 CMGC Lump Sum (20 Points) and Preconstruction Fee (5 Points)**

Provide your team's CMGC FEE as a lump sum amount based on a not to exceed GMP of \$5,000,000.00. This fee must cover, at a minimum, the Construction Management elements and Costs Excluded from Cost of the Work, as specified in the CMGC Agreement and specifically identified in the Direct Costs/ General Conditions Work Costs Matrix (See Matrix included in Exhibit 3 to this RFP).

Items identified in the Matrix as applicable to the Fee shall not be reimbursed as General Conditions Work ("GC Work"). The Matrix is included in the RFP as guidance in developing the CMGC Fee and understanding which items will be considered a direct cost of the work or GC Work costs and which items are not reimbursable, but which will be recovered through the CMGC Fee.

This fee should cover the Construction Management elements and costs excluded from the Cost of the Work, as outlined in the CM/GC Contract and the Direct Costs/General Conditions Work Costs Matrix (Exhibit 5). Items listed in the Matrix as part of the CM/GC fee will not be reimbursed as General Conditions Work (GC Work). GC Work includes support activities for construction that are not part of overhead or general expenses, as specified in the Matrix, and any other work approved by OSU as GC Work. See the attached CM/GC contract for details.

**NOTE:** Formula for scoring CMGC Lump Sum Points will be as follows: Lowest Lump Sum proposal will receive full points with higher priced proposals receiving proportionally lower points according to this formula: **(Low Lump Sum/Lump Sum) x Points Available**

Additionally, provide a separate Fee Proposal for Preconstruction Services on a lump sum basis.

- a. Within the proposal, detail the services you will provide.

- b. Include the hourly rates for Key personnel. These rates will not be scored.

Preconstruction Scope of Service will include the following design phases: Construction Documents; for an anticipated duration of four to five months.

**NOTE:** Formula for scoring Preconstruction Fee Points will be as follows: Lowest fee proposal will receive full points with higher priced proposals receiving proportionally lower points according to this formula: **(Low Fee/Fee) x Points Available.**

## 7.9 Point Summary Table.

Criteria	Point Value
Experience on Similar Projects and Qualifications	25 Points
CMGC Experience/History	10 Points
Cost Control	15 Points
Project Schedule and Work Plan	10 Points
Workforce Diversity Plan	15 Points
CMGC Lump Sum	20 Points
Preconstruction Fee	5 Points

## 7.10 (Optional) Presentations/Interview and Reference Checks (70-80 Points).

### 7.10.1

#### Presentation/Interviews (70 Points)

Presentations/Interviews *may* be conducted to aid in determining the Apparent Successful Proposer.

Presentations/Interviews will include a Twenty-five (25) minute presentation period, immediately followed by a separate Thirty (30) minute Q&A session.

Scoring criteria for the presentation/interview are as follows:

#### **Presentation/Project Approach (30 Points):**

Was your presentation informative, easy to follow, and did it showcase why your firm is the best finalist equipped to complete our project?

Are your Construction Management approach and proposed schedule aligned with the project's needs/goals?

#### **Project Management/Key Personnel (10 Points)**

Who will be assigned to the project from your firm? Detail their experience, expertise, and how they will ensure the project is completed on time and within budget.

#### **Questions and Answers Performance (30 Points)**

How well did you answer the questions we asked about your presentation, firm, and project team? Did the questions you asked us display a deep expertise or highlight an element of the project we hadn't considered?

Final scoring of the Presentations/Interviews will be **cumulative** from the short-listing.

#### **7.10.2 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. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel.

OSU *may* (but is not required to) check with these references or other references associated with past work of your firm.

**Note that while reference checks are optional for OSU, references must be provided with your initial proposal.**

**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 should 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** RESERVED

**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.

## 8.9 FEDERALLY REQUIRED CONTRACT PROVISIONS

**Note that these provisions are required and will be included in the final contract awarded as a result of this RFP.**

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. 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.
10. 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.

## **9.0 EXHIBITS**

**All Exhibits are located at the following Box Link:**

<https://oregonstate.box.com/s/sofdwrauc8ya4c8yybdr0b9jczytqna>

- Exhibit 1 – Sample CMGC Agreement
- Exhibit 2 – Sample General Conditions
- Exhibit 3 – CMGC Agreement Exhibits
- Exhibit 4 – MWESB Instructions and Form
- Exhibit 5 – Cost Matrix
- Exhibit 6 – Payment and Performance Bonds
- Exhibit 7 – Certification Regarding Lobbying
- Exhibit 8 – EDA Construction Sign Requirements
- Exhibit 9– EDA Required Contract Provisions
- Exhibit 10- Requirements For Affirmative Action
- Exhibit 11-ARPA Sign Specifications
- Exhibit 12- Design Development Document Set, 50%
- Exhibit 13- Furnace Assembly Documents
- Exhibit 14- Fire Lab Collector Concept
- Exhibit 15- Furnace Assembly Elements
- Exhibit 16- Davis Bacon Wage Determination

**END OF RFP**