



REQUEST FOR PROPOSALS #FP-2024-04A & -05A

EOU LIBRARY & ACKERMAN HVAC RENEWALS

ISSUE DATE: May 22, 2024

OPTIONAL WORKSITE WALK-THROUGH:

Tuesday June 4, 2024 at 9:00 AM
EOU Facility Administration Offices
One University Blvd, La Grande, OR 97850

PROPOSAL DUE DATE & TIME

Tuesday June 18, 2024 at 3:00 PM via email
submission to ProposalsFP@eou.edu
with "Proposal: FP-2024-04/05" in the subject line

REQUEST FOR CLARIFICATIONS OR CHANGE OR PROTEST DOCUMENTS:

Must be received in writing by Wednesday June 5, 2024, 3:00 PM

PROJECT NUMBERS FP-2024-04 & -05

Eastern Oregon University is seeking Proposals for the HVAC renewals as described below pursuant to this REQUEST FOR PROPOSALS (RFP). By submitting a Proposal, the Offer represents that they have carefully read the terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by them.

Contract Administrator

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It is the Offeror's responsibility to continue to monitor the ORPU.org and Oregon Buys websites for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Bid to be considered non-responsive.

[EOU Policy 3.15.01 – Procurement and Contracting of Goods and Services](#) govern this solicitation unless otherwise referenced in this or stated.

TABLE OF CONTENTS

	<u>Page</u>
<u>REQUEST FOR PROPOSAL</u>	
Table of Contents	2 of 28
Section 1 – General Information	3 of 28
Section 2 – RFP Procurement Process	7 of 28
Section 3 – Proposal Requirements	9 of 28
<u>ATTACHMENTS</u>	
Attachment A – Scope of Services	11 of 28
Attachment B – Project Improvement Contract (PIC)	15 of 28
Attachment C – Price Proposal	27 of 28

1. **SECTION 1: GENERAL INFORMATION**

EOU reserves the right to reject any and all Proposers received as a result of this RFP. EOU's Procurement Policy 3.15.01 governs the procurement process for EOU.

1.1. General Eastern Oregon University (EOU) is seeking proposals from firms interested in providing HVAC Renewal construction service to the EOU Library and Ackerman Hall.

EOU is in La Grande, Oregon (population 13,200) and educates approximately 1,450 undergraduate students on campus. The campus is approximately 108 acres and is south of downtown La Grande.

This RFP is a single step procurement process. This RFP incorporates the terms, definitions, and schedules and any Addenda issued thereto; however, to the extent that the RFP conflicts with and any Addenda thereto, the RFP shall prevail and shall be considered an addendum to previously published information. Offerors must submit their Proposals pursuant to the schedule set forth in this RFP. This RFP is not an offer to enter into a contract but is merely a solicitation of entities interested in submitting a Proposal to the Owner for the Project. Exhibits remain current and valid.

1.2. Funding These services are funded by State of Oregon Capital Improvement and Renewal (CIR) public bond funds.

1.3. Procurement Schedule The following is a revised Procurement Schedule. The Owner reserves the right to modify the schedule via Addenda.

Table 1.1 –Procurement Schedule

Date	Activity
Wednesday May 22, 2024	Issue RFP
Tuesday June 4, 2024	Optional Worksite Walk-Through at 9AM
Wednesday June 5, 2024	Last for Protest of Proposal Specifications and Request for Clarifications, 3PM
Monday June 10, 2024	Deadline for Contractor Questions, 5PM
Wednesday June 12, 2024	Deadline for EOU Response to Questions
Tuesday June 18, 2024	Proposal Due Date, 3PM
Friday June 21, 2024	Notice of Intent to Award Issued

1.4. Contract Term The term for the contract term awarded to this RFP shall be for a period designated by the successful Offer's submitted schedule per Section 3.3.2 of this RFP.

1.5. Contract Scope The Contract Scope of Services for each building is provided in Attachment A to this RFP.

1.6. Contract Agreement The EOU Public Improvement Contract (PIC) is provided in Attachment B to this RFP. Two separate PIC's will be issued to the successful single offeror. One PIC for the EOU Library and the other for Ackerman Hall.

1.7. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the Facilities & Planning

Department, prior to the closing deadline. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

1.8. Requests for Clarification and Request for Change: Proposer may submit questions regarding this RFP.

All questions or contacts with Eastern Oregon University with regards to this RFP must in writing to Facilities Business Manager, via email at: ProposalsFP@eou.edu.

Request for clarifications and/or changes shall be emailed to the contact person and must include the reason for the change and any proposal changes to the requirements.

The purpose of this requirement is to permit EOU to correct, prior to the opening of Proposals, the RFP terms or technical specifications that may be unlawful, imprudent, or unjustifiably restrict competition.

EOU will consider all requested changes and, if appropriate, amend the RFP. EOU will provide reasonable notice of its decision to all Proposers on the Public University Procurement website (www.orpu.org) and the Oregon Buys website.

It is the responsibility of each firm to visit the website and download any addenda to this RFP. 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.

1.9. Protest of the RFP/Specifications: Protests must be in accordance with EOU Procurement Policy 3.15.01.

Protests of the RFP/specifications must be received via email on or before 5:00 PM within three business days of issuance of any addenda, at the email address listed in the Contact Information. Protests may not be faxed. Protests of the RFP/specifications must include a reason for the protest and any proposed changes requirements.

1.10. Addenda: : If any part of this RFP is amended, addendum will be provided on the Public University procurement website (www.orpu.org) and the Oregon Buys website.

1.11. Post-Selection Review and Protest of Award: EOU will name the highest ranked Proposer the apparent successful Proposer via a Notice of Intent to Award. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award the contract.

Competing proposers will be notified via email of the selection of the apparent successful Proposer(s) and shall be given three (3) calendar days from the date on the Notice of Intent to Award to file a written protest of award, pursuant to with EOU Procurement Policy 3.15.01. Any award protest must be in writing and delivered by hand, mail, or email to the address listed in the Contact Information.

EOU will consider any protest received and;

- (a) Reject all protests and proceed with the final evaluation and/or contract negotiations with the apparent successful Proposer and, pending the satisfactory outcome of any final evaluation and negotiation, enter into a contract with the named Proposer; or
- (b) Sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and EOU procurement policy; thereafter, EOU may name a new successful Proposer; or
- (c) Reject all Proposers and cancel the procurement.

The EOU Vice President for Finance and Administration or Director of Facilities & Planning will timely respond to the protest after receipt. Their decision shall be final.

1.12. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may

result in cancellation of the award, and EOU will then commence negotiations with the next highest ranked Proposer. This time period may be extended at the option of EOU

- 1.13. Public Records & Proprietary Information:** Proposals are deemed confidential until the Notice of Intent to Award is issued. This RFP and one copy of each original Proposal received, together with all copies of all documents pertaining to the award of a contract, will be kept and made part of a file or record which will be open to public inspection. Any information submitted through this RFP process shall be a public record. However, during the evaluation period, the proposals shall be considered confidential information. If any proposal contains information that is considered a trade secret under ORS 192.501(2), each sheet containing proprietary information shall be marked as follows:

“This data constitutes a trade secret and shall not be disclosed except in accordance with Oregon Public Records Law, ORS chapter 192.”

EOU accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public record request for such information shall be at the consultant’s expense.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

- 1.14. Investigation of References:** EOU reserves the right to investigate all references in addition to those supplied references and will investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of work products on schedule, its lawful payment of subconsultants and employees and any other factor relevant to this RFP. EOU may postpone the award or execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.
- 1.15. RFP Proposal Preparation Costs and Other Costs:** All costs for preparing the Proposals, attendance at interviews (if applicable and/or requested by EOU), and other efforts and materials in pursuit of this RFP are the responder’s responsibility, and will not be reimbursed in any manner by EOU.
- 1.16. Clarification and Clarity:** EOU reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.
- 1.17. Right to Reject Proposals:** EOU reserves the right to reject any or all Proposals, if such rejection would be in EOU’s best interest, as determined by EOU.
- 1.18. Cancellation:** EOU reserves the right to cancel or postpone this RFP at any time or to award no contract.
- 1.19. Oral Presentation:** At EOU’s sole option, Proposers may be required to give an oral presentation of their Proposals to EOU, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change the Proposer’s original Proposal. If the evaluating committee requests presentations, the Facilities & Planning Department will schedule the time and location for the presentation. Any costs of participating in such presentations will be borne solely by the Proposer and will not be reimbursed by EOU. Note: Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, *written Proposals should be complete.*

1.20. Constructions Contracts: Submission of a Proposal in response to this RFP indicates the Proposer's willingness to enter into a contract containing substantially the same terms listed in this RFP.

Reasonable modifications may be considered during the contract negotiation phase

1.21. Review for Responsiveness: Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in a significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. EOU reserves the right to determine if an inadvertent error is solely clerical or is a minor informality, which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposer is non-responsive. One copy of the Proposal will be archived and all others discarded

1.22. Rejections and Withdrawals: EOU expresses the right to:

1. Reject any and all Proposals.
2. To assign any work to any respondent that it enters into price agreement with based on EOU's discretionary determination as to which responder is best suited to perform the work.

Publishing this proposal does not commit EOU to any contract, project award, or financial obligation to any of the respondents. EOU reserves the right to use whatever means it considers appropriate and prudent when selecting which firm is selected or determining when subsequent proposals are deemed necessary.

1.23. RFP Incorporation into Contract: This RFP will become part of the contract between EOU and the selected Proposer(s). The Proposer(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the and contracting

1.24. Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the evaluation committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

1.25. Prohibition on Commissions: EOU will contract directly with the persons/entities capable of performing the requirements of this RFP. Entities must be represented directly. Participation by brokers or commissioned agents will not be allowed.

1.26. Ownership of Proposals: All proposals in response to this RFP is the sole property of EOU, and subject to the provisions of Oregon Revised Statutes ORS 192.410 – 192.505 (Public Records Act).

1.27. Clerical Errors in Awards: EOU reserves the right to correct inaccurate awards resulting from clerical errors.

1.28. Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any terms, conditions, or specifications of the RFP or the EOU sample contract.

1.29. Collusion: By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects is fair and without collusion or fraud. Proposers certifies that no officer, agent, or employee of EOU has a pecuniary interest in this Proposal.

1.30. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from EOU. EOU reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee recommendations will be forwarded to the Director of Facilities, Vice President of Finance & Administration, or designee for final approval.

- 1.31. Commencement of Work:** The selected Proposer shall commence no work until all insurance requirements have been met, the Protests of Awards deadline passes, any protests have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by EOU. Any visits, scoping efforts, etc. by the successful Proposer prior to a fully executed contract is at the sole discretion of the Proposer, is considered pre-contract services and is not reimbursable.
- 1.32. Local, State, and Federal Requirements:** Work under this contract may be funded in part, or in its entirety, with federal, state, and EOU funds. The selected respondent(s) shall comply with all federal, state, and local laws, executive orders and ordinances applicable to work under this contract, including, without limitation to ORS 279 A, B, & C. In addition, the responders agree to comply with: (i) Title VI of the Civil Right Act of 1964; (ii) Section V of the Rehabilitation Act of 1973, (iii) the Americans with Disabilities Act of 1991 and ORS 659.425, (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Responder is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires provisions of Worker's Compensation coverage for all employees working under any contract resulting from this RFP. The City's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.
- 1.33. Tax ID Numbers:** Proposers must provide their Federal and State of Oregon Taxpayer ID Number.
- 1.34. Certification of Compliance with Tax Laws :** By submission of the proposal, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC, that CM/GC, as part of its proposal, has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that CM/GC is, to the best of the undersigned's knowledge, not in violation of any Oregon or Federal Tax Laws.
- 1.35. Project Termination:** Eastern Oregon University is seeking to award a contract to a Construction Manager/General Contractor for the preconstruction and all construction phases; however, Eastern Oregon University reserves the right to terminate the Project or contract during any phase in the Project.

2. SECTION 2: RFP PROCUREMENT PROCESS

To be responsive to the RFP, Offerors must submit responsive Proposals and participate fully in the following RFP Procurement Process

2.1. Optional Worksite Walk Through

- 2.1.1.** An Option Worksite Walk Through will be held on Tuesday June 4, 2024 at 9:00AM and will begin at EOU Facilities Administration Offices.
- 2.1.2.** Offeror will have an opportunity to view the EOU Library and Ackerman Hall HVAC systems
- 2.1.3.** Offerors may ask questions during the Site Walk Through; however, Offerors may not rely on any information provided orally during the Mandatory Site Walk Through unless such information is provided in writing as an Addendum to this RFP.

2.2. Proposed Changes in the Contract Agreement

2.2.1. Submission of a Proposal pursuant to this procurement is a representation by the Offeror that it has reviewed the Contract Agreement.

2.2.2. Prior to the date set forth in the schedule, Proposer may propose changes to the Contract Agreement. The Owner's goals in requesting such proposed changes are: i). to discover provisions in the Contract Documents that unnecessarily increase the cost of the Project, not adequately protect risks via insurance or sureties, uncover contract provisions that are not insurable, or complicate the performance of the Work, and ii). to identify contract provisions and commercial terms the Proposer intends to negotiate if selected. Therefore, with every proposed change, Offerors must include the following information:

- The document and section number; Proposed alternate language; An explanation for the requested change; and Any impact the requested change has on any commercial term in the Contract Agreement.

2.2.3. The Owner reserves the right to reject any and all proposed changes and to accept any proposed change to the Contract Agreement via Addendum to the RFP. The Owner also reserves the right to negotiate such provisions with the selected Proposer(s). If a suggested change is rejected, the selected Proposer may negotiate the same change during contract negotiations without bias.

2.3. Written Proposal

Offerors shall submit the Written Proposal pursuant to the instructions set forth herein at or before the time set forth in the schedule. Offerors are encouraged to *be brief and concise*, focusing on the concerns of the Owner as set forth below in submitting their Proposal. Offerors will submit Price pursuant to the instructions set forth in Attachment C. Price Proposals shall be based on the RFP and as amended by any Addenda. The intent of the Price Proposal is to:

- Establish a Fee to conduct services necessary to complete the services in the EOU Library and a Fee to conduct services necessary to complete the services in Ackerman Hall.

Offerors shall keep all elements of their Price Proposals open for sixty (60) days after submission of their Proposal. Offerors shall be entitled to rely on the written information provided by the Owner in the RFP and any Addenda in developing their Proposal. By submitting a Proposal, the Offeror represents and warrants that it will enter into a negotiated Agreement set forth in Attachment B.

2.4. Selection of Preferred Offeror

2.4.1. The Owner will evaluate each Offeror pursuant to the selection criteria and weights established herein. The Owner will determine the Preferred Offeror and notify all Offerors in writing of its determination. The "Preferred Offeror" is the Offeror that the Owner determines achieves the apparent "Best RFP Ranking."

2.4.2. At the Owner's discretion, the Owner will initiate negotiations with the Preferred Offeror. If the Owner cannot reach agreement with the Preferred Offeror, the Owner shall cease negotiations with the Preferred Offeror and provided that such negotiations are terminated in writing, shall initiate negotiations with the next ranked Offeror. The Owner shall continue with this process with each such Offeror until it reaches agreement or cancels the procurement. Offerors should not anticipate or expect that any portion of the proposed Contract will be changed or modified. By submitting a

Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into contract negotiations provided by the Owner subject to the terms set forth in its Proposal.

2.5. Selection De-Briefing

- 2.5.1. All Offerors may request a de-briefing from the Owner with respect to the Procurement; however, the Owner shall conduct no such de-briefing until it has either reached an agreement on the Project or canceled the Procurement.

3. SECTION 3: PROPOSAL REQUIREMENTS

3.1. Submittal Process

- 3.1.1. Offerors must submit the Written Proposal and Price Proposal electronically. Hard copy submittals will not be accepted. Submissions must be delivered through email in searchable PDF format, to Lowann VanLeuven, ProposalsFP@eou.edu, (office 541-962-3020) and must be electronically received by **3:00PM Pacific Time, Tuesday June 18, 2024**.
- 3.1.2. The Written Proposal shall include the proposal and all required attachments in one email with subject line, **RFP #FP-2024-04/05**".
- 3.1.3. Offerors are responsible for ensuring timely delivery of submittals. Offerors should telephone and confirm electronic receipt of the completed email document(s) before the time and date above. Proposals delayed or lost by email filtering systems or failures, may be considered at EOU's sole discretion.
- 3.1.4. Formatted in single searchable .pdf format.
- 3.1.5. Late submittals will not be evaluated.

3.2. Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the Owner will consider the information submitted in the Written Proposals with respect to the evaluation criteria set forth in the RFP. The result of the evaluation will be a comparative ranking of Offerors.

To select and evaluate Offerors, the evaluation criteria will be given the following relative weights:

Table 3.1 – Proposal Scoring

Proposal		Points
	Knowledge of Buildings & Systems	30
	Previous Experience & References	30
	Price Proposal (see Attachment C).	40
Total		100

The Price Proposal with the most competitive (total) fees including all alternates will be awarded the maximum points available. Other Offeror's will receive a score that is calculated by dividing the most competitive (total) fee including all alternates by their (total) fee including all alternates and multiplying the result by the total score available. The Owner has the final authority to determine the best interest of EOU and may reject any or all Written/Price Proposals.

3.3. Proposal Content & Requirements

The Proposal must be brief and concise, focusing the discussions to the following sections.

3.3.1. Cover Letter

Offeror's must include a cover letter that summarizes the firm, expertise, qualifications, and contact information for the work, including Key Personnel. Include Federal and State tax ID numbers.

3.3.2. Knowledge of Buildings & Required Scope

Describe the Offeror's knowledge of EOU's buildings, their systems, approach to conducting the required services. Offerors must address the following:

- a. The firm's knowledge of the HVAC systems, the required services, and code compliance.
- b. Provide two anticipated schedules, one for each building, to complete the required services based on an assumed Notice to Proceed issued on June 28, 2024. Include anticipated submittal duration and lead times.

3.3.3. Previous Experience & References

Describe your firm's experience with HVAC systems in higher education institutions in the State of Oregon.

Select three public entity clients to provide as examples and references. List the size, scope, and complexity of each example. Provide current contact information for the references and verify that the references identified had direct contact with your team members identified in this proposal.

RFP ATTACHMENT A – SCOPE OF SERVICES

1. SCOPE OF SERVICES FOR EOU LIBRARY

Summary

This work is to renew the building automation controls and the server room air handling in the EOU Library Building. The existing Alerton controls are obsolete. Renewing them will ensure proper operation of the heating and cooling system in the Library. Renewing these controllers will allow for proper operation while reusing the sensors, actuators, wiring, etc., preserving as much of our initial investment as possible. The HVAC system feeding the server room has failed. It must be replaced to properly cool this critical space

Base Bid – Controls:

- Disconnect and remove existing Alerton controllers. Furnish and install new controllers in the existing panels on the following equipment:
 - One (1) hot water & chilled water system
 - One (1) make up air handler system
 - Two (2) fan coil units
 - Forty (40) chilled beam units
- Re-wire all controls inputs/outputs to new controllers, re-using all field devices including sensors, relays actuators, valves, VSDs, and wiring.
- Program new controllers to match existing plant sequence of operation.
- Furnish new server software to create an open Tridium Niagara building automation system.
- Map points into open Tridium Niagara building automation system.
- Create mobile-friendly graphical user interface for all equipment.
- Create remote alarm annunciation (text/email) for critical alarms.
- Provide 4-hours of on-site owner training on new controls.

Add Alt #1 – IP Chilled Beam Controllers to Match Inlow Hall:

- Replace aging and obsolete BACnet MSTP communication cabling with Ethernet cabling.
- Furnish and install IP chilled beam controllers to match the units being installed in Inlow Hall.

Add Alt #2 – Replace Failed AHU The Server Room – AHU Only:

- Disconnect and remove existing supply and return duct work.
- Disconnect and remove existing air handling unit. Use lift to drop unit out of the ceiling.
- Furnish and install new air handling unit with new evaporator coil and TXVs.
- Reconnect existing supply and return duct work and electrical connections.
- Reconnect new unit to existing refrigerant piping and condensing unit.
- Test and verify operation.

Add Alt #3 – Replace Condensing Unit to AHU Serving the Server Room

- Recover refrigerant in system.
- Disconnect and remove existing condensing unit.
- Furnish and install new condensing unit.
- Flush existing line set and reconnect to both AHU and condensing unit.
- Charge system with new refrigerant.
- Test and verify operation.

Add Alt #4 – Dedicated Heating/Cooling for Records Room

- Furnish and install new 3.5 ton cooling only mini-split unit in the records room.
- Furnish and install associated condensing unit located on the roof.
- Furnish and install associated line set and condensate pump/line.
- Provide all necessary electrical power connections.
- Start up, test and verify operation.

Exclusions/Assumptions

- All field devices including sensors, actuators, CT's, VSD's and wiring shall be reused. If any of these components are found failed they will be addressed outside the scope of the agreement via the contract change order process.
- Control replacement will result in equipment down time during switchover. Switchover shall be coordinated and agreed to in advance with the Owner.
- Exclusions: replacement or modification of the existing electrical system upstream of the disconnects, control system, or fire life safety systems.
- All work must be performed during normal business hours

2. SCOPE OF SERVICES FOR ACKERMAN HALL

Summary

This work is to renew the obsolete and failing pneumatic temperature controls operation AHU's #1, 2, & #4 in Ackerman Hall. The existing controls are stand alone, obsolete and failing to control the cooling in the space. The controls are to be renewed with modern technology to allow proper temperature controls for the building.

Base Scope of Work – Typical of Three (3) AHUs (AHU 1, 2, & 4):

Provide all work necessary for a full, turnkey installation of the new control system for three (3) AHUs in Ackerman Hall including the following:

- Selectively demo existing pneumatic controls for AHU
- Install new BACnet controller in panel. Reconnect existing controls for the following:
 - Supply fan start/stop
 - Return fan start/stop
 - SF VSD command

- RF VSD command
 - Discharge air pressure sensor
- Install the following sensors. Wire them to newly installed controller
 - Discharge air temp sensor
 - Mixed air temp sensor
 - Return air temp sensor
 - Mixed air low limit
 - Return air CO2 sensor
 - Return air damper actuator
 - Mixed air damper actuator
 - Outdoor air damper actuator
 - Building pressure sensor
 - Install electric/pneumatic transducer to control the following existing pneumatic valves:
 - Chilled water valve
- Map all control points into existing Tridium Niagara Building Automation System
- Create graphical user interface for all new controllers
- Upon completion, provide one (1) 2-hour on-site training sessions for EOU staff on new controls systems.
- Provide one (1) year warranty on all newly installed controls components
- Provide as-built control drawings

Add Alternate #1 – Replace JCI Controller on AHU#3 with New Controller

Under this alternative, replace the existing JCI controller on AHU#3 with a new Distech controller tied into the Tridium Niagara server to match the rest of the AHUs in this building. All field devices such as sensors, relays, valves, actuators, VSDs, etc. shall be re-used to protect initial investment.

Add Alternate #2 – Replace Failing Variable Speed Drive on Hot Water Pump

The existing variable speed drive operating the hot water pump in Ackerman is showing signs of failure.

Under this alternative, replace the failing 7.5 HP variable speed drive controlling the hot water pump in the building. Selectively demo the existing drive and furnish and install new 7.5 HP drive. New drive will be connected to existing electrical circuit and building automation system.

Exclusions/Assumptions:

- Reuse variable speed drives (VFD's) except for the hot waer pump drive if Add Alternative #2 is accepted. Any drives found failed will be addressed outside the scope of the agreement via the contract change order process.

- If Add Alternate #4 is accepted, reuse all field devices such as sensors, relays, actuators, CT's, etc. Any of these components are found failed they will be addressed outside the scope of the agreement via the contract change order process.
- Reuse all components as outlined in the scope. Any of these components are found failed they will be addressed outside the scope of the agreement via the contract change order process.
- All work must be performed during normal business hours.

RFP #FP-2024-04A & -05A

END OF RFP ATTACHMENT A – SCOPE OF SERVICES

RFP ATTACHMENT B – PROFESSIONAL SERVICES CONTRACT

EASTERN OREGON UNIVERSITY

PUBLIC IMPROVEMENT CONTRACT #FP-2024-04A/05A

This Public Improvement Contract for « _____ », made by and between EOU, hereinafter called “Owner”, and « _____ » hereinafter called the “Contractor” (collectively the “Parties”), shall become effective on « _____ » or the date this Public Improvement Contract has been signed by all the Parties and all required EOU Administrative approvals have been obtained, whichever is later.

Project Name and Description:

HERE

The Owner and the Contractor agree as follows:

I. Contract Documents, Contract Price, and Work.

A. The Contract Documents. The Contract Documents include the documents identified as such in the Eastern Oregon General Conditions for Public Improvement Contracts (the “General Conditions”) and as enumerated below and any amendments or modifications executed by the parties pursuant to the terms of the Contract. Unless otherwise stated, terms used in this Public Improvement Contract have the definition assigned to them in the General Conditions.

B. Contract Price. The Contractor, in consideration of the Contract Price of \$ « _____ » be paid to the Contractor by Owner in the manner and at the time provided in the Contract Documents, and subject to the terms and conditions provided for in the Contract Documents, hereby agrees to perform all Work described in and reasonably inferred from the Contract Documents. The Contractor acknowledges and agrees that the Contract Price is a lump sum, which shall be subject to additions or deductions only as provided in the Contract Documents. Contractor further agrees that Contractor is solely responsible for all costs of completing the Work that exceed the Contract Price and that Contractor is deemed to have allowed correct and sufficient amounts in the Contract Price to cover its related obligations under or arising from the Contract. The Contractor shall fully execute the Work described in the Contract Documents and all Work reasonably inferable therefrom, with the exception of any Work specifically indicated in the Contract Documents to be the responsibility of others.

II. Date of Commencement and Completion

A. Commencement. The date of the commencement of the Work shall be as follows:

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:

B. Substantial Completion, Final Completion, and Liquidated Damages for Delay

1. Substantial Completion. Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[« »] Not later than it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, including to meet approved budgets, and to postpone award for a reasonable (« ») Days from the date of commencement of the Work.

[« »] By the following date: « »

2. Final Completion. Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work within [] Days of achieving Substantial Completion.

3. Liquidated Damages for Delay. Performance of the Work within the Contract Time, including but not limited to achieving Substantial Completion by the date required by the Contract Documents, is the essence of the Contract. The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to achieve Substantial Completion of the Project in accordance with the Contract Documents. These damages may include, but are not limited to, delays in completion and use of the Project, and costs associated with Contract administration, additional costs paid to the Architect and the Owner's other contractors and consultants, and use of temporary facilities. The Contractor and the Owner acknowledge that the actual amount of damages would be difficult to determine accurately and agree that the following liquidated damages figure represents a reasonable estimate of such damages and is not a penalty.

a. Liquidated damages will be \$_____ for each day or partial day of delay that Substantial Completion extends beyond the required date of Substantial Completion.

b. The Contractor agrees to pay to the Owner the liquidated damage sums set forth above for each day of delay or any fraction thereof, and further agrees that the Owner may deduct such sums from payments the Owner otherwise owes to the Contractor under the Contract. If such deduction does not result in payment to the Owner of the assessed liquidated damages in full, the Contractor will promptly pay any and all remaining sums due to the Owner upon demand.

III. Representatives.

A. Contractor's Representative. Contractor has named « _____ » its' authorized Representative to act on its behalf in all matters related to the Contract. Contractor shall not remove or replace its representative without the written consent of the Owner. Contractor must submit a request to remove or replace its representative to the Owner at least 30 days prior to the proposed removal and replacement.

B. Owner's Representative. Unless otherwise specified in the Contract Documents, the Owner designates _____ as its authorized representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment authorization, and to carry out the responsibilities of the Owner.

IV. Payment

A. Progress Payments. Provided that the Contractor submits a complete application for payment meeting all requirements of Section E of the General Conditions by the [« »] day of the month and otherwise complies with the conditions for payment in the Contract Documents, the Owner shall pay to the Contractor the amount due under the Contract Documents by the [« »] day of the month.

B. Final Payment. Provided that the Contractor submits a complete application for payment meeting all requirements of Section E of the General Conditions and otherwise complies with the conditions for final

payment in the Contract Documents and all other requirements for Final Completion are satisfied, the Owner shall pay to the Contractor the final amount due under the Contract Documents within [« »] days of the Owner's final acceptance of the Work. The Contractor's acceptance of final payment shall constitute a waiver of any and all claims by the Contractor and its Subcontractors.

C. Interest. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the following rate: [« »].

V. Tax Compliance.

The individual signing on behalf of Contractor hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor's knowledge, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

VI. Insurance and Payment and Performance Bonds.

A. Insurance. During the term of this Contract, Contractor shall comply and shall require all of its Subcontractors to comply with the insurance requirements set forth in Exhibit A and shall provide proof of such compliance, including copies of insurance policies, upon Owner's request.

B. Bonds. The Contractor shall obtain performance and payment bonds meeting the requirements of Section G.2 of the General Conditions.

VII. Dispute Resolution.

Claims and disputes arising out of the Contract or the Project that are not resolved pursuant to the Claims Review Process set forth in Section D.3 of the General Conditions shall be resolved by litigation as set forth in Section B.16 of the General Conditions.

VIII. Suspension and/or Termination

A. By the Owner. The Contract may be suspended or terminated by the Owner as set forth in Section J of the General Conditions.

B. By the Contractor. In addition, the Contractor may terminate the Contract for cause in the event that the Owner fails to pay undisputed amounts owed to the Contractor pursuant to the Contract Documents; provided that the Contractor provides seven (7) Days written notice of its intent to terminate and Owner fails to cure within such seven (7) Day period. In the event that the Contractor terminates for cause, the Contractor shall be entitled to compensation for Work properly executed. Contractor shall not be entitled to lost profit or other compensation for Work not performed.

IX. Integration

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

X. Compliance with Law.

Contractor will comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contracting Code set forth below, even if such requirements ordinarily would not apply to the Work under ORS 352.138 as set forth in Section A.4.5 of the General Conditions. In the event of a conflict between the provisions set forth below and similar provisions in the General Conditions, the provisions set forth below will govern.

A. ORS 279C.605 (Notice of Claim on Bond). Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.

B. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required).

1. This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870. Each worker the Contractor, subcontractor or other person who is party to the contract uses in performing all or part of the Contract must be paid not less than the applicable prevailing rate of wage for each trade or occupation as defined by the Director of the State of Oregon Bureau of Labor and Industries ("BOLI") in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, the PWR Apprenticeship Rates, and any amendments to the PWR rates or Apprenticeship rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.

2. This Contract is not subject to payment of prevailing wages under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.). Notwithstanding Section 17.1.xii.a of this Section, if this Contract is also subject to payment of prevailing wages under the Davis-Bacon Act, Contractor and any subcontractors must pay the higher of the federal prevailing wage rate or the state prevailing wage. The latest federal prevailing wage rates can be reviewed electronically at <http://www.wdol.gov/Index.aspx>. Contractors shall follow all prevailing wage rules including posting the Davis Bacon Poster at the worksite and submitting certified payroll records. The poster is available at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>. The payroll form is at <http://www.dol.gov/whd/forms/wh347instr.htm>.

3. The applicable prevailing wages under subsections will be those in effect on the start of the Construction Phase as described in Section 3.b of this Contract, and shall be incorporated in the GMP Amendment or, if applicable, the Early Work Amendment.

4. The Contractor and all Subcontractors will keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.

5. The Owner will pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee will be paid to the Commissioner under the administrative rule of the Commissioner.

6. If the Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it will post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice will contain information on how and where to make claims and where to obtain future information.

C. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage).

1. The Contractor and every Subcontractor will file certified statements with the Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement will be verified by the oath of the Contractor or the Contractor's surety or Subcontractor or Subcontractor's surety that the Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements will set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Audit will need access to these documents to help verify and validate the labor portion of the Cost of the Work. See also Section C.2 of the General Conditions.

2. The certified statement will be delivered or mailed by Contractor or Subcontractor to the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work will be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the Owner will retain 25 percent of any amount earned by the Contractor until the Contractor filed the certified statements with the Owner as required by this Section. The Owner will pay the retainage required under this Section within 14 days after the Contractor files the certified statements required by this Section.

3. Contractor and each Subcontractor will preserve the certified statements for a period of three years from the date of completion of the Contract.

XI. Miscellaneous Provisions.

A. Headings. The headings used in the Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.

B. Savings Clause. Should any provision of the Contract, at any time, be held to be invalid or unenforceable for any reason, and if the provisions of the Contract that are essential to each party's interests otherwise remain valid and enforceable, then the remaining provisions of the Contract shall remain in full force and effect and the court shall give the offending provision the fullest meaning and effect permitted by law.

C. Coordination of Work. The Contractor agrees to coordinate all Work with the activities of the Owner and the Owner's separate contractors and consultants at or adjacent to the Project sites.

XII. Enumeration of Contract Documents

The Contract is comprised of the following Contract Documents:

A. This Public Improvement Contract

B. The General Conditions

C. Scope:

RFP Attachment A

D. Addenda, if any:

[insert]

E. The following exhibits:

Exhibit A: Contractor's Required Insurance

F. The Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors

G. The accepted Offer

H. Contract Amendments, Change Orders, and Change Directives issued after execution of this Public Improvement Contract.

To the extent that the accepted Offer includes disclaimers or limitations of liability, they are expressly rejected and not made part of the Contract unless otherwise expressly incorporated herein. Any conflict or discrepancy between the accepted Offer and any other Contract Documents shall be resolved in favor of the other Contract Documents or the interpretation requiring the greater quantity or quality of work. Conflicts and discrepancies between Contract Documents not involving the accepted Offer shall be resolved in the manner set forth in Section A.3.1 of the Contract Documents.

In witness whereof, Eastern Oregon University executes this Contract and the Contractor does execute the same as of the day and year indicated below.

CONTRACTOR DATA:

Contractor Name and Address:

CONTRACTOR FEDERAL TAX ID #: _____

CONTRACTOR CCB:

Expiration Date: _____

[Payment information will be reported to the IRS under the name and taxpayer ID # provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.]

SIGNATURES:

CONTRACTOR SIGNATURE:

By _____
Signature Date

Print Name Title

By _____
John Garlitz, Director Date
Director of Facilities & Planning

By _____
LeeAnn Case, Interim Vice President Date
Vice President of Finance & Administration

PUBLIC IMPROVEMENT CONTRACT – EXHIBIT A

INSURANCE REQUIREMENTS

Project No. FP-2024-04/05

I. CONTRACTOR'S INSURANCE

As a condition precedent to payment Contractor shall at all times provide and maintain for itself and require its Subcontractors to provide and maintain the following types and the following minimum limits of insurance written on an occurrence basis by a company or companies rated A/IX or better in the most recent edition of "Best's Insurance Guide" (or such lesser rating as may be approved by Owner in writing) and authorized to do business in the state in which the Project is located.

A. Workers' Compensation and Employer's Liability:

(i) State: Statutory

(ii) Employers Liability:

\$1,000,000 Each Accident

\$1,000,000 Each Disease

\$1,000,000 Disease, Each Employee

B. Commercial General Liability (Occurrence Form):

(i) Combined Bodily Injury and Property Damage:

\$2,000,000 Each Occurrence

\$2,000,000 Personal and Advertising Injury

\$4,000,000 General Aggregate

\$4,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire Damage Legal Liability

\$ 10,000 Medical Expenses Per Person

The scope of coverage must meet the following:

(1) Premises Operations must be included.

(2) Elevators and Escalators must be included.

(3) Coverage for Independent Contractors and work performed on your behalf by subcontractors must be included.

(4) Pollution Liability and Hazardous Materials Liability must be included.

(5) Contractual Liabilities must be included (including the contract obligations specified in the Indemnification Paragraph(s) of the Owner-Contractor Agreement)

(6) The Products and Completed Operations Insurance must be carried for the duration of the applicable statute of repose or for six (6) years after final payment, whichever is longer.

(7) There can be no exclusions for subsidence, collapse, explosion or underground property damage.

- (8) There can be no Additional Insured vs. Named Insured cross-suit exclusion. The policies shall provide for cross-liability coverage as would be achieved under the standard Insurance Services Office "separation of insureds" clause.
- (9) There shall be no Montrose language, anti-pyramiding exclusion, or exclusion limiting coverage to damages which first begin to occur within the policy period.
- (10) The limits shall not be eroded or wasted by defense costs.
- (11) The policy and the additional insured coverage shall be primary and non-contributory with any insurance maintained by Owner, its affiliates, subsidiaries, directors, officers, employees and agents. (Copies of all policy endorsements that might affect coverage for the Project must be provided with the Insurance Certificate.)
- (12) The policy may not contain a cyber terrorism exclusion.
- (13) The policy may not contain an exclusion for breach of contract.
- (14) The policy may not contain an exclusion for intangible property.
- (15) The policy may not contain an exclusion for property of others in your care, custody or control.

C. Business Auto:

Combined Bodily Injury and Property Damage

\$1,000,000 Each Accident

The following coverages must be included:

- (1) Owned Automobiles
- (2) Non-Owned and Hired Automobiles

D. Excess/Umbrella Liability Coverage:

\$5,000,000 Each Occurrence with a per project endorsement

\$5,000,000 Aggregate

Coverage will follow form on the general liability and auto liability policies be at least as broad those policies.

Coverage shall be carried for the duration of the applicable statute of repose or for six (6) years after final payment, whichever is longer.

The policy must provide that coverage will be triggered by exhaustion of the applicable primary policies above and shall not require payment or exhaustion of any other policies.

E. Professional Liability Insurance. Limits shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate. Such insurance must have no exclusion for bodily injury or property damage and no exclusion for pollution-related liability. This insurance shall include a retroactive date which predates the commencement of Work under the Agreement, including but not limited to construction manager services, and such coverage must continue for or include an extended reporting period of at least six (6) years after substantial completion and acceptance of the Project, or until the expiration of all applicable statute of repose, whichever is longer.

F. Certificates and Certified Copies of Policies. Copies of all policy endorsements that might reduce coverage from that provided by the standard ISO form must be provided to Owner and approved in writing

and Owner's approval must be submitted to Owner with each Insurance Certificate warranting that there is no other reduction in coverage. Evidence of Contractor's compliance with this Exhibit, including the insurance required of Subcontractors, shall be filed with Owner and be acceptable to Owner prior to commencement of the Work. For those insurance coverages that are required to remain in force after final payment, additional certificates (or certified copies of the policies) evidencing continuation of such coverage shall be submitted at the time of the application for final payment and upon each annual renewal for the duration of coverage required. Without limiting its remedies, Contractor agrees that it will reimburse Owner for the costs of Owner's insurance provided for the Project if Contractor fails to provide evidence of coverage as required herein. Upon Owner's request at any time, Contractor will immediately provide an actual certified copy of its insurance policies. Provision of the certificates and copies of policies as required herein shall be a condition precedent to payment.

- G. Notice of Cancellation, Reduction or Expiration.** Insurance policies required by this Agreement shall contain a provision that coverages or limits afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to Owner or, in the alternative, Contractor shall, in writing, inform Owner that Contractor shall provide 30 days written notice to Owner before any policy expires or is cancelled. Information concerning reduction of limits on account of claims paid or to be paid shall be furnished by the Contractor to Owner within three (3) business days of when Contractor learns that revised or reduced limits are likely. When Contractor becomes aware of imminent cancellation, expiration or reduction in coverage or available limits, Contractor within three (3) business days shall procure other policies of insurance that meet all requirements of this Agreement without any lapse in coverage and notify Owner in writing of the potential reduction in coverage or cancellation and describe the manner in which it has provided or will provide replacement coverage of this insurance along with a written explanation of any differences in coverage. No work will be performed without this insurance being in full force and effect.
- H. Owner's Right to Terminate or Cure.** Failure of Contractor or a Subcontractor to secure and maintain insurance with the coverages and limits required by this Agreement shall be a material breach of the Contract entitling Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Contractor for work on the Project, (ii) terminate the Contractor for cause, and (iii) purchase replacement insurance at the expense of the Contractor. Contractor consents to Owner procuring replacement insurance in Contractor's name and Contractor will cooperate in all respects with Owner's efforts in this regard. Alternatively, at Owner's discretion, Owner may purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Contractor and Subcontractors maintained the insurance required by this Agreement. Owner's costs incurred in finding replacement insurance or an Owner's protective policy shall either be reimbursed directly by Contractor or may be offset against amounts owed by Owner to Contractor on this Project or other projects.
- I. Insurance In Excess of Requirements.** In the event Contractor or any Subcontractor(s) purchase insurance in excess of the coverages or limits required under this Agreement, such excess coverages or limits shall apply and be deemed to have been required herein and be compliant with all requirements of this Exhibit.
- J. No Waiver by Owner.** The insurance requirements under this Agreement can only be waived or modified by Owner by an express written instrument signed by Owner acknowledging the reduced coverages or limits. No other act or omission by Owner or its agents, including but not limited to (i) implicit or verbal acceptance or approval of reduced coverages or limits or (ii) failure to require proof of compliant insurance, shall amount to Owner's waiver of the insurance requirements of this Agreement.

- K. Subcontractor Insurance.** All Subcontractors' insurance shall meet all insurance requirements of Contractor as provided in this Agreement, including, but not limited to, the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Subcontractors shall be no less than the following:

Workers' Compensation and Employer's Liability: same as above.

Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage:

\$2,000,000 Each Occurrence

\$2,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$ 100,000 Fire Damage Legal Liability

\$ 10,000 Medical Expenses Per Person

Business Auto: same as above.

Excess/Umbrella Liability Coverage: none required.

- L. Waiver of Subrogation.** All of General Contractor's and all of its subcontractors' liability insurance policies, including worker's compensation, shall contain a waiver of subrogation against Owner.

- M. Additional Insureds.** All of General Contractor's and Subcontractors' liability insurance policies shall contain an endorsement expressly naming Owner, its affiliates, subsidiaries, directors, officers, employees and agents (including but not limited to those listed below) as Additional Insureds (as opposed to blanket endorsements) for both on-going operations and completed operations. The coverage under the additional insured endorsement shall (i) be primary and noncontributory with respect to any insurance maintained by the Additional Insureds, (ii) provide the same coverages and limits to the Additional Insured as are afforded to the Named Insured as required by this Agreement, (iii) shall provide coverage to the Additional Insureds for the products-completed operations hazard, (iv) these requirements are to be complied with for the same durations as the coverages afforded to the Named Insured as required by this Agreement, and (v) waive all rights of subrogation against the Additional Insureds. In the event that Contractor cannot comply with all of these requirements, Contractor shall obtain a Project Specific Endorsement naming Owner and its affiliates as Named Insureds on all primary and excess/umbrella policies required herein. The following additional persons or entities affiliated with Owner shall be named as Additional Insureds:

- N. Cyber.** Contractor and its subcontractors shall maintain throughout the term of this Agreement Professional / Technology Liability insurance and Network Security & Privacy Liability insurance covering liabilities for first- and third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement. Such insurance shall have limits of not less than \$1,000,000.00. Such coverage shall include an extended reporting period of not less than 90 days beyond the termination date of such coverage. The coverage must be sufficient to cover all damages Contractor or its subcontractors and vendors may be obligated to pay as damages as a result of a Security Breach. For the purposes of this Section, "Security Breach" means:

(i) the failure by the Contractor, or any of its subcontractors, to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Contractor or its subcontractors of:

- (a) Personal information in any format, including but not limited to Protected Health Information or other personal / individual data or information regarding health, financial or other information that is generally considered private in nature; or
- (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; or
- (c) any other information the release or disclosure of which may cause liabilities for first- and third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement.

(ii) an unintentional violation of the Contractor's privacy policy or

(iii) any misappropriation that results in the violation of any applicable data privacy laws or regulations; or

(iv) any other act, error, or omission by Contractor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data or loss of Confidential or Personal Information, regardless of cause (including, without limitation, Contractor's or its subcontractor's negligence and unlawful third-party acts).

The Cyber coverage must provide coverage of the following:

(i) Wrongful acts, claims, and lawsuits anywhere in the world.

(ii) Contractual liability coverage for the indemnity in this Agreement.

(iii) Coverage for all damages incurred by Company or its affiliates including, defense costs, forensics investigation, public relations/crisis management costs, data breach notification costs, credit protection services, credit restoration services, regulatory investigations, civil fines and penalties, data breach mitigation services, litigation costs and settlement costs.

(iv) Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended.

(v) Data theft, damage, or any loss of data.

(vi) Unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form.

(vii) Transmission of a computer virus or other type of malicious code.

(viii) Participation in a denial-of-service attack on third party computer systems.

(ix) Loss or denial of service.

(x) Privacy regulatory defense and payment of civil fines.

(xi) Payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

END OF EXHIBIT A

END OF RFP ATTACHMENT B – PUBLIC IMPROVEMENT CONTRACT

RFP ATTACHMENT C – PRICE PROPOSAL

OFFEROR'S PROPOSED FEE

The undersigned submits the following Proposal. Please fill out all tables in this Attachment.

Pursuant to an in compliance with the Request for Proposals, Attachment, Contract Forms, the undersigned certifies to have carefully examined the Request for Proposal and all attachments, conditions affecting the Work and is familiar with the site. The undersigned further proposed to furnish all labor, materials, equipment, and services necessary to complete the Work for the following costs (note: The comparison of Offers will be made on the total of Table C-1 and Table C-2.)

SECTION C-1 – Price Proposal

Table C-1 – EOU Library

ITEM DESCRIPTION	Price
Base Bid – Replace Obsolete Alerton Control System	\$
Add Alt # 1 – Match Inlow Hall Chilled Beam Controllers (IP)	\$
Add Alt #2 – Replace Failed AHU Serving Server Room	\$
Add Alt #3 – Replace Condensing Unit & Line Set Servicing AHU	\$
Add Alt #4 – Install Dedicated Heating/Cooling for Records Room	\$
TOTAL WITH ALL ALTERNATES ACCEPTED =	\$ _____

EOU Library Price Proposal \$ _____

(Amount written in text format)

The Estimated Cost **must be written in text format above.**

Table C-2 – Ackerman Hall

ITEM DESCRIPTION	Cost
Base Bid – Replace & Upgrade Controls on AHU's 1, 2, &4	\$
Add Alt # 1 – Replace Controls on AHU #3 on Niagara	\$
Add Alt #2 – Replace 7.5 HP VSE on Hot Water Pipe	\$
TOTAL WITH ALL ALTERNATES ACCEPTED =	\$ _____

Ackerman Hall Price Proposal \$ _____

(Amount written in text format)

The Estimated Cost **must be written in text format above.**

Section C-2 - Firm Name and Address of Offeror

This proposal is submitted in the name of:

Firm Name:

Business Address:

Contractors CCB #

EIN No.

Oregon Registry #

By:

Signed:

Title:

Signed and sealed this

Day of

,20

END OF RFP ATTACHMENT C – PRICE PROPOSAL