



Oregon State University

COMPREHENSIVE RESERVE REQUEST FOR PROPOSAL (RFP) #2023-010117

COLLEGE OF ENGINEERING MASTERPLAN

ISSUE DATE: November 23, 2022

MANDATORY PRE-PROPOSAL CONFERENCE:
December 9, 2022 At 11:00 AM Pacific Time (PT) via
Zoom

RFP DUE DATE/TIME:
January 4, 2023 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: December 14, 2022 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2420-23

CONTRACT ADMINISTRATOR:

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APPEALS:

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

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

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE OR TWO-STEP** Request for Proposals (RFP) process to retain ONE (1) consultant team to provide professional consulting services for the College of Engineering Masterplan (*the “Project”*).

OSU is seeking proposals only from firms accepted into OSU’s 2019-2023 Professional Consultant Reserve Contracting Program. Firms not currently in the Reserve Program can apply for entry into the program by responding to the RFQ contained at the following link: <https://bid.oregonstate.edu/>

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

VIRTUAL MANDATORY PRE-PROPOSAL CONFERENCE- A Virtual Mandatory Pre-Proposal Conference will be held on December 5, 2022 at 11:00 AM PT via Zoom. Firms wishing to attend shall e-mail constructioncontracts@oregonstate.edu no later than 30 minutes in advance to receive the Zoom link. The email subject line should contain the Solicitation Number/Name and Firm Name. Attendance will be documented by OSU

MANDATORY SITE-VISIT – A Mandatory Site-Visit for Prime Proposers shall take place on December 7, 2022 at 10:00AM PT. Attendees are to meet in front of Kearney Hall, 1491 SW Campus Way. Parking and building location information can be found at www.oregonstate.edu.

Campus Safety Policies for Face Covering and Physical Distancing requirements related to Covid-19 are located at <https://covid.oregonstate.edu/safety-policies>.

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

1.2 OSU 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.

1.3 College of Engineering Background. Often referred to as the "Engineering Triangle", the College of Engineering (CoE) is primarily located in the buildings located in the northeast corner of the Corvallis campus. The original Mechanical Hall constructed in 1893, burned in 1898, was rebuilt in 1900. The second Mechanical Hall was renamed Apperson Hall in 1920, and after an extensive remodel in 2008, renamed Kearney Hall. Buildings constructed in this area of campus to satisfy the growing demand for space for the College include Merryfield Hall (1909), Batcheller Hall (1913), Graf Hall (1920), Covell Hall (1928), Dearborn Hall (1949), Gleeson Hall (1955), Rogers Hall (1967), Owen Hall (1988), Kelley Engineering Center (2006) and Johnson Hall (2016). Other buildings on campus include the Radiation Center, Hinsdale Wave Research Lab and the Aero Engineering Lab. CoE will have a significant footprint in the proposed Collaborative Innovation Complex currently in schematic design.

CoE has the largest in enrollment, utilizes more space than any other college or department at OSU, and offers undergraduate majors and graduate degrees in 15 areas. The operational budget for the College is over \$128M, and has been awarded over \$75M in externally funded research grants last year. Undergraduate enrollment has more than tripled in the last 20 years.

1.4 Summary of Work. CoE's mission is to transform lives and enhance society through impactful education and research. CoE's building inventory is comprised of multiple building with varying construction quality and functional space-use. Programs have grown and morphed based on available space and resources. This Project aims to provide a clear vision and strategy for all space and program utilization, including recommendations for space and infrastructure realignment and renovation.

Key components of the project include the following:

- 1.4.1** Space inventory with supplemental use of OSU Space Management data.
- 1.4.2** Interviews with the Dean of CoE, CoE leadership, key faculty and strategic partners.
- 1.4.3** Building assessments based on review of existing building plans, walkthroughs and interviews with Capital Planning and Development, Facilities Services, and predefined stakeholders within CoE.
- 1.4.4** Concept planning for strategic realignment of space allocation with a primary goal of improving collaboration.
 - 1.4.4.1** Considerations must be made such as integrating optimal paths of travel between buildings within and beyond the Engineering Triangle factoring inaccessible routes and integrating with university planning efforts such as transportation and edges.
- 1.4.5** Potential site locations for public art along the Engineering Walk¹.

¹ Engineering Walk extends from Johnson Hall through the archway between Dearborn Hall and Covell Hall.

- 1.4.6** Strategic renovation plan including estimated renovation timelines.
- 1.4.7** Cost analysis of recommended projects and their respective priorities.
- 1.4.8** Final report in an electronic format, including a summary of stakeholder inputs, building assessments, space-use recommendations, prioritized order of space renovations, and estimated cost for each.
- 1.4.9** Five (5) to six (6) renderings of proposed master planning revisions for use by CoE and the OSU Foundation for fundraising efforts.

Key goals of the Project include:

- 1.4.10** A succinct Final Report that leverages expert input and an inclusive process to guide CoE's path for infrastructure investments over the next decade and beyond.
- 1.4.11** A Master Plan that supports the manifestation of the College's goals detailed in the Strategic Plan².

1.5 Scope of Services. Masterplan consulting services must include site visits, in-person and/or virtual meetings to interview key stakeholders, test fits, land use/code exploration, phasing scenarios and development of the final report. Firms are encouraged to partner with a general contractor to provide cost and phasing overviews. Proposers are free to sub-contract as necessary to ensure a complete consulting team.

1.6 Project Schedule. Program efforts are to begin immediately following contract execution. Consulting services should be completed ten (10) months after contract execution.

2.0 SCHEDULE

Issue Date	November 23, 2022
Mandatory Pre-Proposal Conference	December 5, 2022 at 11:00 AM via Zoom
Mandatory Site Visit	December 7, 2022 at 10:00 AM, Front exterior to Kearny Hall
Question Deadline	December 14, 2022
Final Addendum Issuance (if necessary)	December 21, 2022
Proposal Due Date/Time	January 4, 2023 at 2:00 PM PT

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

Estimated notification of finalists (If Applicable)	January 13, 2023
Presentations/Interviews (If applicable)	Week of January 31, 2023
Notice of Intent to Award	By February 6, 2023

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

² For more information, visit the OSU College of Engineering's Strategic Plan 2020-2025 to understand its framework for success: <https://engineering.oregonstate.edu/strategic-plan-2020-2025>

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

3.1 Questions.

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

3.2 Solicitation Process Revision Requests.

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

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

3.3 Change or Modification.

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

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

3.4. Appeals.

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

4.0 PUBLIC RECORD

4.1 OSU will retain an electronic copy of this RFP and one electronic copy of each Proposal received, together with electronic copies of all documents pertaining to the award of a contract. These documents will be made a part of a file or record, which shall be open to public inspection after OSU has announced its intent to award a contract. If a Proposal contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legend: **“This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

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

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

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

5.0 FORM OF AGREEMENT

A Sample Reserve Supplement is included as an exhibit and contains contract terms and conditions applicable to the work. The sample contract may contain certain notes or alternative provisions. Those alternative provisions will be included at the sole discretion of OSU.

6.0 RESERVED

7.0 INSTRUCTIONS TO OFFERORS

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

7.2 Pre-Proposal Conference and Site Visit.

7.2.1 The Pre-Proposal Conference will be administered virtually via Zoom. Proposers ***must*** contact the **Contract Administrator** to request virtual Conference access. This request must occur no later than thirty (30) minutes prior to the meeting time, as stated in this RFP. Attendance will be documented by OSU.

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 OSU. Proposers who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU’s clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documented and will have their Proposal rejected **if submitted**.

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

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

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

7.2.5 Proposers must attend both the Mandatory Site Visit and the Mandatory Pre-Proposal Conference as required by 7.2.1 and 7.2.4 above. If a Proposer does not attend one or both or is late to one or both, their Proposal will be rejected if submitted.

7.2.6 Should on campus site visits occur, the COVID Safety & Success Policy is located here: <https://covid.oregonstate.edu/safety-policies>

7.3 Proposal Submission.

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

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

7.4 Proposal Submission Requirements.

7.4.1 Your Proposal must be contained in a document not to exceed Fifteen (15) 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, and blank section dividers will not be counted in the page limit.

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

7.4.3 Reserved.

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

7.5 Acceptance or Rejection of Solicitation Responses by OSU.

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

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

7.6 Withdrawal of Solicitation Response.

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

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

7.7 Evaluation Process. The written response to this RFP is the first in a **potential** two-step process in the selection of a firm for this Project. The Proposals received in response to this RFP will be evaluated by a selection committee with the top scoring firms being invited to advance to further evaluation steps including Presentations/Interviews should the committee determine they are necessary.

Presentations/Interviews will include a **Thirty (30) minute** presentation period, immediately followed by a separate **Fifteen (15) minute** Q&A session.

After all of the Presentations/Interviews are completed, the members of the selection committee will discuss the strengths and weaknesses of the finalists. The members of the selection committee will then score the finalists based on all information received, presented and heard during the

Presentations/Interviews. Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Proposers submitting responsive proposals or all Proposers in the competitive threshold.

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

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

7.8.1 Experience and Qualifications of the Firm (25 points)

7.8.1.1 Provide a *brief* description of your firm and include information on the focus of the practice. List the relative projects your firm is currently contracted for and include what stage the projects are in terms of completion.

7.8.1.2 Describe your firm's experience with master planning of higher education learning environments, meeting innovative and forward-thinking research needs, collaborative science laboratories, and general collaborative learning and research environments. Explain relevant experience working on projects of similar scope for public entities.

7.8.1.3 Describe your firm's experience with creative information gathering and final product delivery options.

7.8.1.3 Describe your firm's experience understanding, addressing, and prioritizing needs and requirements of diverse students, staff and visitors with disabilities.

7.8.2 Key Personnel (20 points)

Identify key personnel, including lead planner and project manager along with those of any subconsultants proposed. Include proposed key personnel's project experience, with specific project examples and identify their roles in the projects. Indicate current availability, proposed percentage of project involvement per project phase and indicate whether the proposed team has worked together on previous projects. Identify the strengths and skills or special capabilities of each key team member and how these skills will benefit the Project. Explain how each project example showcases their design abilities and how those relate to the key components for the Engineering Masterplan.

7.8.3 Management & Schedule (15 Points)

Provide a milestone schedule through delivery. This Project has great potential for recruitment and donor relations; explain how your team can assist with gathering information from a large variety of stakeholders.

7.8.4 Design for Inclusive Excellence (15 Points)

Describe your firm's experience and approach toward design that promotes inclusive excellence. Describe your firm's experience understanding, accommodating and prioritizing needs and requirements of students, staff and visitors with disabilities.

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 Consultant 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 FEE PROPOSAL (10 Points)

Provide a **FEE PROPOSAL** on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount. Please clearly identify the amount for Services and a Reimbursable Expenses allowance.

Please include a breakdown of the costs including a listing of the types of personnel participating in the work, an estimate of their hours for services (using the hourly rates contained in your Reserve Contract) based on the proposed scope listed in Section 1.0.

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

7.9 Point Summary Table.

Criteria	Point Value
Experience and Qualifications of the Firm	25 Points
Key Personnel	20 Points
Management & Schedule	15 Points
Design for Inclusive Excellence	15 Points
Workforce Diversity Plan	15 Points
Fee Proposal	10 Points

7.10 Presentations/Interviews (50 Points) & Reference Checks (10 Points)

7.10.1 Presentations/Interviews (50 Points)

Presentations/Interviews *may* be conducted to aid in determining the Apparent Successful Proposer. Information regarding the Presentations/Interviews will be provided to the short-

listed firms following the initial review and scoring. Final scoring of the Presentations/Interviews will be **separate and not cumulative** from the short-listing.

7.10.2 Reference Checks (10 Points).

In addition to responding to the evaluation criteria above, **all Proposers** (not just finalists) must provide the names, addresses, phone numbers and e-mail addresses of three (3) references. Do not include references from any firms or individuals included in your consulting team for this Proposal or any OSU personnel. OSU may check with these references and with other references associated with past work of your firm.

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

7.11 Equity Contracting. OSU will require the successful 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 Reserved

7.12.3 Reserved

7.12.4 Reserved

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

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

8.4 Nondiscrimination. By submission of a 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 Reservation of OSU's Rights. In connection with this procurement process, including the receipt and evaluation of Proposals and award of the Agreement, OSU reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

8.7.1 Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Agreement, without incurring any obligations or liabilities.

8.7.2 Modify the procurement schedule.

8.7.3 Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal.

8.7.4 Suspend and terminate the procurement process or terminate evaluations of Proposals received.

8.7.5 Permit corrections to data submitted with any Proposal.

- 8.7.6** Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal.
- 8.7.7** Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- 8.7.8** Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers.
- 8.7.9** Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to OSU.
- 8.7.10** Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means.
- 8.7.11** Request additional information from a Proposer during the evaluation of its Proposal.
- 8.7.12** Negotiate with one or more Proposers regarding any particular or all aspects of the Agreement as determined by OSU in its sole discretion. However, OSU does not have to negotiate with any Proposer. The successful Proposer may be required to sign the Agreement with OSU without negotiation of any terms or conditions.

8.8 Execution of Agreement.

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

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

9.0 EXHIBITS

Exhibit 1 – Sample Reserve Supplement

END OF RFP