



Oregon State University

COMPREHENSIVE RESERVE REQUEST FOR PROPOSAL (RFP) #2023-011021

COLLABORTIVE INNOVATION COMPLEX (CIC) COMMISSIONING

ISSUE DATE: February 17, 2023

MANDATORY PRE-PROPOSAL CONFERENCE:
February 24, 2023 at 9:00 AM Pacific Time (PT) via
Zoom

RFP DUE DATE/TIME:
March 14, 2023 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: March 1, 2023 at 5:00 PM Pacific Time (PT)

PROJECT NUMBER: 2373-22

CONTRACT ADMINISTRATOR:

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

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

1.0 INTRODUCTION

1.1 Oregon State University (“OSU” and/or “Owner”) is conducting a competitive **ONE OR TWO-STEP** Request for Proposals (RFP) process to retain one (1) Commissioning Agent to provide Commissioning Services in support of the Collaborative Innovation Complex (*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 9:00 PM PT on February 24, 2023 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.

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 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.

The approximate 150,000 sf collaborative innovation complex (CIC) will host OSU’s most advanced and effective research infrastructure in the heart of the Corvallis campus, enhancing and creating synergy for all of OSU’s stem colleges and organizations. The CIC will propel OSU’s science and engineering research and teaching enterprise into the next generation of innovation, collaborative and interdisciplinary impact and provide innovative and transformative learning and research experiences enabling all students and employees to advance inclusive excellence.

The CIC design and placement will incorporate the guiding principles of the Corvallis Campus Vision. Key features and aspirations envisioned for the project include:

- 1.2.1** Advancing OSU’s commitment and tradition of Universal Accessibility.
- 1.2.2** Advancing OSU’s carbon reduction goals with strong aspirations to be Net Zero for operational carbon emissions and minimize carbon emissions from building material sourcing.
- 1.2.3** Safe demolition and site restoration of the 211,000 SF Weniger Hall, diverting at least 75% of demolition and construction material.
- 1.2.4** Construction of new and renewal of existing area utilities and infrastructure.
- 1.2.5** A district utility system, sharing and balancing cooling and heating among area buildings including Kelley Engineering, Johnson Hall and Plagemen Hall as well as Gilbert, Gleeson, and other area buildings after their coming renovations.
- 1.2.6** A new super-computer valued at approximately \$25M.
- 1.2.7** Versatile research clean room.
- 1.2.8** Possible improvements including solar power to OSU Corvallis campus that are not adjacent to Weniger Hall and the CIC.

1.3 Location. The CIC will be sited at 2550 NW Monroe Ave, Corvallis, OR 97331 on the Oregon State University campus. The site is south of Monroe Ave, bound on the west by 26th Street, on the east by Memorial Place and the south by Johnson Hall. When complete, the CIC is expected to be approximately 150,000 square feet.

1.4 Summary of Work. Two phases of commissioning services are required along with verification and execution of Testing and Balancing. The first phase is expected to begin during the Construction Documents (CD) design phase and will include design review and development of documents related to design intent (Owner Project Requirements); development of a commissioning plan; specifications; an Owner training plan; and development of performance test procedures. The Project basis of design will have already been established. The Commissioning Agent shall review the design documents and work with the Engineer of Record to ensure that Owner Project Requirements are incorporated into the design. Two sets of reviews must be performed during the Construction Documentation design phase.

The second phase of commissioning will begin at start of construction and will continue through acceptance of the Project by Owner. The scope of services to be provided during the second phase may include, but not be limited to, schedule coordination with construction team; providing durations and coordinate sequence for insertion into construction schedule as required; implementation of the commissioning plan and specifications; preparation of complete documentation (including checklists, logs, reports, etc.) of all equipment and systems testing and inspections; review pre-functional and functional checklist templates (including controls SOO) with construction team prior to any startup or functional testing; inspection and testing of equipment and systems; provision of training sessions for OSU personnel, observation of systems and equipment testing; review of operations and maintenance (O&M) manuals; and review of relevant shop drawings and submittals. Commissioning services will also include testing, adjusting, and balancing (“TAB”) services as well as an irrigation audit.

In the performance of commissioning services, the Commissioning Agent will be responsible for coordinating its performance with that of the Architect, its staff and consultants, and with the CM/GC and their staff and subcontractors. Use of commissioning agent online tracking tools

preferred, but not required.

1.5 Scope of Services. Equipment to be commissioned:

- 1.5.1 HVAC system
- 1.5.2 Building Automation System and HVAC control systems
- 1.5.3 System Integration
- 1.5.4 Domestic hot water system
- 1.5.5 Lighting Controls
- 1.5.6 PV system (PV ready in base project, panels are a potential add)
- 1.5.7 Emergency & Standby power, UPS Systems
- 1.5.8 Fire suppression and alarm
- 1.5.9 Lab – gas, compressed air, vacuum & fume hoods
- 1.5.10 Security CCTV & access controls
- 1.5.11 Communications
- 1.5.12 Chilled water, cooling towers and chillers, heat recovery chillers, heat recovery systems
- 1.5.13 Heat exchangers
- 1.5.14 Data Center systems
- 1.5.15 Distributed Antenna System (TBD if included in the Project)
- 1.5.16 Cleanroom systems

1.6 Reserved.

1.7 Design Standards. The design of the Project will follow [OSU's Design Standards](#), including OSU's requirements for sustainable development.

2.0 SCHEDULE

Issue Date	February 17, 2023
Mandatory Pre-Proposal Conference	February 24, 2023 at 9:00 AM, via Zoom
Question Deadline	March 1, 2023 at 5:00 PM
Final Addendum Issuance (if necessary)	By March 8, 2023
Proposal Due Date/Time	March 14, 2023 at 2:00 PM

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

Estimated notification of finalists (If Applicable)	March 21, 2023
Presentations/Interviews (If applicable)	Week of April 3, 2023
Notice of Intent to Award	By April 7, 2023
Estimated Contract execution	By April 26, 2023

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

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

3.1 Questions.

3.1.1 All questions and contacts with OSU regarding any information in this RFP must be addressed in writing via email to constructioncontracts@oregonstate.edu no later than the

Question Deadline as stated in Section 2.0. If a Proposer is unclear about *any* information contained in this document or its exhibits (Project, scope, etc.), they are urged to submit those questions for formal clarification.

3.2 Solicitation Process Revision Requests.

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

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

3.3 Change or Modification.

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

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

3.4. Appeals.

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

4.0 PUBLIC RECORD

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

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

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

Public Records Law.

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

5.0 FORM OF AGREEMENT

A Sample Reserve Contract 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 BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

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

The Commissioning Agent and all relevant subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates (PWR) as outlined in Sections C.1 and C.2 of the General Conditions. The resulting Supplement is subject to the following BOLI wage rate requirements, which are incorporated herein by reference:

- 6.1** January 11, 2023 Prevailing Wage Rate Amendments
- 6.2** January 5, 2023 PWR Apprenticeship Rates
- 6.3** January 2, 2023 Prevailing Wage Rates for Public Works Contracts in Oregon
- 6.4** July 1, 2018 Definitions of Covered Occupations for Public Works Contracts in Oregon

These BOLI wage rates are available here:

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

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 fifteen (15) minutes prior to the meeting time, as stated in this RFP.

The Proposer must attend the Mandatory Pre-Proposal Conference, which will be administered virtually. Proposals will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Proposal Conference. Attendance will be documented by checking in with the **Contract Administrator** at the beginning of the virtual Conference. Prime Proposers will be required to check in and provide their name, firm

name, and email address to the **Contract Administrator** at the beginning of the virtual Pre-Proposal Conference. Attendance will be documented by OSU. Proposers who arrive more than five (5) minutes after start time of the meeting (as stated in the RFP and by OSU's clock) or after the discussion portion of the meeting, (whichever comes first) will not have their attendance documented and will have their Proposal rejected **if submitted**.

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

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

7.2.4 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 Twenty (20) single sided pages including pictures, charts, graphs, tables and text you deem appropriate to be part of OSU's review of your Proposal. Resumes of key individuals proposed to be involved in this Project are exempted from the page limit and must be appended to the end of your Proposal. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a Transmittal letter, table of contents, front and back covers, references, exceptions and blank section dividers will not be counted in the page limit.

7.4.2 Your Proposal must follow the format outlined below and include a Transmittal/Cover Letter signed by an officer of your firm(s) with the authority to commit the firm(s) and 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 **Twenty (20) minute** presentation period, immediately followed by a separate **Twenty (20) 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 Firm Background and Experience (15 points)

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

7.8.2 Key Personnel (25 Points)

Identify key personnel who would be assigned to this project. Include proposed key personnel’s certifications, responsibilities on previous commissioning projects, and specific responsibilities for this project. *Provide contact information (including email) for each identified key person.*

7.8.3 Subconsultants (10 Points)

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

7.8.4 Firm Experience with Sustainable Construction Process (15 Points)

Provide an example of a commissioning plan, inspection/observation report for equipment testing, and an owner training plan that your firm has utilized on previous projects. Show how these processes relate to meeting OSU Requirements for Sustainable Design (RSD) goals.

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

7.8.6 CIC INTEREST (10 Points)

Why is your firm/team a great fit for the CIC Project.

7.9 Point Summary Table.

Criteria	Point Value
Firm Background and Experience	15 Points
Key Personnel	15 Points
Subconsultants	10 Points
Firm Experience with Sustainable Construction Processes	15 Points
Workforce Diversity Plan	15 Points
CIC Interest	10 Points

7.10 Optional Presentations/Interview and Reference Checks (60 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 References (10 Points).

In addition to responding to the evaluation criteria above, *all Proposers* (not just finalists) are to provide the names, addresses, phone numbers and e-mail addresses of three (3) references *as a part of the Proposal submission*. 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. For all references provided, ensure the contact information is accurate and current and that reference is willing and available to discuss your firm and/or referenced project.

The point allocation for references will only be assessed if OSU chooses to perform reference checks.

If references are not included in the Proposal, as required by this section, your Proposal will be rejected for non-responsiveness.

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.

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

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

[Exhibit 2 – Collaborative Innovation Complex Interim Design Development](#)

END OF RFP