



# Oregon State University

## COMPREHENSIVE RESERVE REQUEST FOR PROPOSAL (RFP) #2026-021008

### **MEMORIAL UNION (MU) WEST WING & MEZZANINE DESIGN SERVICES**

ISSUE DATE: 2/5/2026

MANDATORY PRE-PROPOSAL CONFERENCE/SITE-

VISIT:

February 12, 2026, at 11:00 AM Pacific Time (PT) at  
Memorial Union Room 211

RFP DUE DATE/TIME:

March 10, 2026, at 2:00 PM Pacific Time (PT) via  
electronic submission to [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

QUESTION DEADLINE: February 27, 2026, at 12:00 PM Pacific Time (PT)

PROJECT NUMBER: 2619-26C

**APPEALS:**

Hanna Emerson, Assistant Vice President & Chief  
Procurement Officer  
The Office of Procurement, Payment, and Travel  
Oregon State University  
644 SW 13<sup>th</sup> Street  
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**CONTRACT ADMINISTRATOR:**

Matt Hausman, Construction Contracts Officer  
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Email: [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu)

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It is the Offeror'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 **COMPREHENSIVE RESERVE ONE-STEP** Request for Proposal (RFP) process to retain ONE (1) Design team to provide all design phase, bidding/permitting and construction administration services for the Memorial Union (MU) West Wing & Mezzanine Design Services (*the “**Project**”*).

OSU is seeking responses only from firms accepted into OSU’s Reserve Contract for Professional Services 2024-2030 program. Firms not currently in the Reserve Program can apply for entry into the program by responding to the RFP contained at the following link: <https://bid.oregonstate.edu/>

**OSU WILL ONLY BE ACCEPTING SEALED RESPONSES ELECTRONICALLY** - Responses are to be submitted to [bids@oregonstate.edu](mailto:bids@oregonstate.edu) by the Due Date/Time. Only Prime Offerors enrolled into OSU’s Reserve Contract for Professional Services 2024-2030 program by the Due Date/Time will be considered.

**MANDATORY PRE-PROPOSAL CONFERENCE/SITE-VISIT** - A Mandatory Pre-Proposal Conference will be held on February 12, 2026, at 11:00 AM PT at Memorial Union Rm 211 (2501 SW Jefferson Way, Corvallis, OR, 97331).

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

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

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

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

**1.3 Location.** Memorial Union (MU) 2501 SW Jefferson Way, Corvallis, OR, 97331. When it was dedicated on June 1, 1929, the Memorial Union was the first student union in the state and its funding came from alumni and student contributions. Construction on the grand building was completed in 1928 and the MU quickly became the center of campus life. Designed by Portland-based architect and 1907 OAC graduate Lee Thomas, the MU stands as both a student center and

memorial to honor the service people who died in WWI and the Spanish-American War. The building remained virtually unchanged until fall term of 1960 when the two wings were added at each end of the building for the bookstore and dining commons.

**1.4 Summary of Work.** This project consists of a major renovation and reimaging of the MU West Commons Dining Room to a multi-use space to increase student use and activities beyond typical mealtimes. This space is envisioned as a core student gathering space in the MU and will allow students to continue to meet and utilize the MU during the closure of the Main Lounge in future phases of work. This project also includes finish upgrades throughout the mezzanine corridors and the Trysting Tree Lounge as well as complete HVAC, electrical and light upgrades in the West Wing commons, lanes & games, mezzanine, and Trysting Tree area. Work not included in the West Commons are any areas associated with the food vendor spaces. All materials used in the project, should be readily available and maintainable by MU Facility's Staff.

- 1.4.1 Commons Dining Renovation
  - Redesign to be dynamic, multi-use gathering space and potentially reservable event space within
  - Capable of hosting a variety of functions such as small group meetings, poetry slams, large events
  - Upgraded and expanded technology, electrical and lighting
  - Incorporated multiple screens for event graphics and viewing sports games
  - All new surfaces and finishes
- 1.4.2 Mezzanine Corridor Renovation
  - Updated all finishes (linoleum/marmoleum, sheetrock ceilings and walls, tile wainscot)
- 1.4.3 Trysting Tree Lounge Renovation
  - Replace carpet, acoustic ceiling tile, lighting and furniture
  - Light remodel to reconfigure entry spaces for better function
  - Upgraded and expanded technology and electrical
- 1.4.4 Lanes & Games
  - Mechanical ducting only if necessary if final design calls out for it
- 1.4.5 Mechanical and Electrical
  - Replace existing air handling units and associated ductwork for Commons and Lanes and Games
  - New steam to hot water heat exchanger for low temp hot water. Including new pumps, Variable Frequency Drives (VFDs), piping, controls, etc.
  - Replace West Wing A/C Chiller in Room 0046, associated cooling tower and piping

- CHW (Chilled Water) and HHW (Heating Hot Water) piping in place for future connections
- Add metering to switchboard, Panel - SD-W. Monitor (14) 3-pole circuits
- Add metering to switchboard Panel - MDP. Monitor (17) 3-pole circuits
- Add conduit capacity for future projects

1.4.6      West Wing Elevator (potential in SOW)

- Replace West Wing Elevator Cab 1 from Ground to Mezzanine

**1.5      Scope of Services.** The scope of services shall include Schematic Design (SD), Design Development (DD), Construction Documents (CD), Bidding/Permitting and Construction Administration services in support of the Project. The initial contract will include a predetermined Design Contingency allowance of \$10,000.00 for ancillary services and other project-related design needs as determined by the Project Manager and all design phase services except for Construction Administration which will be added at a later date via amendment.

It is anticipated that the project may require a team of consisting of at least the following disciplines: structural engineering, mechanical/HVAC design/engineering, fire protection design/engineering, plumbing design/engineering, electrical design/engineering, lighting design/engineering, audio visual, data, and technology design/engineering, interior design for finishes and furnishings, acoustics design/engineering, signage design, code analysis and cost estimation (SD, DD and CD phases). Some support documentation, in the form of graphic exhibits and text, may be required for any associated reporting and public outreach programs.

Conceptual design study and programming documentation is included with this RFP solicitation request as a reference that was done in 2024. This programming and conceptual design are complete and approved.

**1.6      Schedule.** The anticipated dates for Board of Trustees and Capital Governance meetings are:

- Capital Governance for Schematic Design - September 2026
- Board of Trustees for Schematic Design – October 2026
- Capital Governance for Design Development – March 2027
- Board of Trustees for Design Development – March 2027
- Capital Governance for Bidding/GMP – October of 2027

Currently, the exact day for Capital Governance or Board of Trustees meetings is not known but the months provided above should help provide the framework for the schedule required in your proposal.

**1.7      Design Standards.** The design of the Project must follow [OSU's Design Standards](#), including OSU's requirements for sustainable development and Division 01 General Requirements.

## **2.0      SCHEDULE**

Issue Date	2/5/2026
<b>Mandatory Pre-Proposal Conference/Site-Visit</b>	<b>2/12/2026 at 11:00 AM PT</b>
Question Deadline	2/27/2026 at 12:00 PM PT
Final Addendum Issuance (if necessary)	By 3/6/2026
Proposal Due Date/Time	3/10/2026 at 2:00 PM PT

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

Notice of Intent to Award	By 3/27/2026
Estimated Contract execution	By 4/10/2026
Estimated Notice to Proceed	By 4/10/2026

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

**3.0 QUESTIONS, SOLICITATION REVISION REQUESTS, CHANGE OR MODIFICATION, APPEALS****3.1 Questions.**

**3.1.1** All questions and contacts with OSU regarding any information in this RFP must be addressed in writing via email to [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu) no later than the **Question Deadline** as stated in Section 2.0. If an offeror 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** Offerors may submit a written request for change of particular solicitation process provisions to the **Chief Procurement Officer** at the address or email listed in this document. Such requests for change shall be received no later than the **Question Deadline** listed above.

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

**3.3 Change or Modification.**

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

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

**3.4. Appeals.**

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

## **4.0 PUBLIC RECORD**

**4.1** OSU will retain an electronic copy of this RFP and one electronic copy of each response 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 response 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 response, material designated as confidential shall accompany the response, 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 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 Offeror must attend the mandatory Pre-Submittal Conference/Site-Visit. Responses will not be accepted from those firms who have not had a representative attend the Mandatory Pre-Submittal Conference/Site-Visit. Attendance will be documented by OSU. Offerors 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 response rejected.

**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-Submittal Conference/Site-Visit is located on the cover sheet of this RFP.

**7.3 Response Submission.**

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

**7.3.2** All responses must be received by OSU before the Due Date/Time. OSU's official clock shall prevail in any time conflict. Any response 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 Response Submission Requirements.**

**7.4.1** Your response must be contained in a document not to exceed Twenty-Five (25) 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 response. No supplemental information to the page limit will be allowed. Appended resumes of the proposed key individuals, along with a **Cover/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 response must follow the format outlined below and include a **Cover/Transmittal 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 response should be **should be sized appropriately for transfer (under 10 MB)** and formatted with page size of **8 ½ x 11 inches** (except for any large format documents required by evaluation criteria). The basic text information of the response should be presented in standard business font size with reasonable margins.

**7.4.5** OSU may reject any response 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 responses that require OSU to pay the cost of production or delivery.

**7.4.7** Telephone and facsimile transmitted **responses will not be accepted.** Proposals

received *after* the Due Date/Time **will not be considered**.

**7.4.8** Each response shall be emailed to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). Responses 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 responses received at this email address by the Due Date/Time shall be considered responsive. Responses submitted directly to the **Contract Administrator** will NOT be considered responsive. It is highly recommended that the offeror confirms receipt of the email with the **Contract Administrator**. **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 response, or address the overall responsiveness.

**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 responses and to waive minor informalities in compliance with the provisions of OSU standards and policies adopted by OSU.

**7.5.3** OSU reserves the right, in its sole discretion, to reject any Proposal determined to be mathematically or materially unbalanced (or both).

**7.5.3.1 *Mathematically Unbalanced:*** A Proposal may be considered mathematically unbalanced if pricing for any portion of the work—including but not limited to preconstruction services, preliminary services, or other phases—is not fair or reasonable. Costs should reflect a fair, proportionate, and reasonable allocation of anticipated profit, overhead, an allowance for contingencies as necessary, and other indirect costs. Considering the complexity of the transaction, OSU may use a variety of factors and analytical tools to assess if a Proposal is unbalanced. For example, a Proposal that is mathematically unbalanced may significantly overstate or understate costs relative to the Proposer's reasonable and supportable actual costs; may not reflect published or market pricing data; may not fully respond to the specifications; may stage work in a manner that does not reflect the amount of work completed; may include work that could result in quality shortfalls; may not allow for availability of supplies and materials; or other similar factors. Cost framework and breakdown, including discounts, price model and funding source, may also be relevant in assessing if a Proposal is mathematically unbalanced.

**7.5.3.2 *Materially Unbalanced:*** A materially unbalanced Proposal refers to pricing that may appear favorable in part but could result in higher overall costs or risks to the Owner. This includes Proposals that raise concerns about whether they will ultimately result in the lowest cost or best value.

**7.5.3.3** It is the Proposer's responsibility to provide accurate and supportable cost and pricing estimates for each deliverable portion of work. Should a Proposer misrepresent or falsify Proposal estimates—whether to influence scoring or for any other purpose—, the Proposal may be rejected as non-responsible. In addition, the Proposer may also be subject to other consequences in accordance with applicable University ethics and procurement standards, including but not limited to a finding that the Proposer does not demonstrate a satisfactory record of integrity which would be considered in future solicitations or termination of current Owner contracts.

**7.5.3.4** The Owner's determination of whether a Proposal is unbalanced shall be conclusive for purposes of the procurement evaluation and shall be applied in accordance with University standards, policies, and applicable law.

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

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

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

## **7.7 Evaluation Process.**

The written response to this RFP is the only step in the selection of a firm for this Project. The responses received in response to this RFP will be evaluated by a selection committee.

The members of the selection committee will discuss the strengths and weaknesses of all Offerors. The members of the selection committee will then score the Offerors based on all information received and presented in the responses. Optional Reference Checks may be undertaken to aid in final scoring. Negotiations may commence in accordance with OSU Standards with an Intent to Award being issued identifying the Apparent Successful Offeror upon final scoring.

**7.8 Evaluation Criteria.** The following items constitute the evaluation criteria for the selection committee to score responses. For ease in reviewing, delineate between each of the following criteria:

### **7.8.1 Firm Background and Team Experience on Similar Projects (15 points)**

Describe your firm's history. Include information identifying the firm's annual volume, financial capacity for this Project and the firm's stability in the marketplace.

Provide information identifying both the firm and the teams' strengths and weaknesses along with any special capabilities that may be appropriate to this Project.

**7.8.2 Key Personnel (15 Points)**

Describe the teams' key personnel (and associated firms) that will commit to this Project. Demonstrate their specific experience on projects of similar type, size and scope for public universities or other public entities (occupied historical buildings, student unions, event spaces and gathering places).

**7.8.3 Project Approach & Preliminary Schedule (20 Points)**

Describe your firm's approach to this project as it is described in this RFP and at the mandatory pre-proposal meeting. Describe how you plan to gather information and engage the stakeholders to address the diverse requirements of the project and arrive at design solutions for this project. Acknowledge potential scheduling challenges and provide examples of how your team has successfully managed aggressive timelines to keep similar projects on track.

Prepare a preliminary schedule that identifies milestones and duration for each proposed design services activity through Bidding/Permitting. See 1.6 for Capital Governance and Board of Trustees dates.

**7.8.4 Sustainable Design and Construction Processes (15 Points)**

Describe your firm's experience with innovative sustainable design and construction practices as related to construction of new buildings. Demonstrate experience with LEED, Living Buildings, Net Zero Buildings or other advanced sustainable construction protocols. Provide examples of how your firm plans to reduce environmental impacts during construction and while operating on campus. OSU's Requirements for Sustainable Development are included as an item in Exhibit 1.

**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 Offeror must perform the Work according to the means and methods described in the workforce plan described in its response, 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 (20 Points)**

Provide a Lump Sum Fee Proposal on the Fee Proposal Form provided in Exhibit 2 for the

project utilizing your Consultant Reserve rates for each phase of design (including Furniture, Fixtures & Equipment). Construction Administration Services will be added via amendment. Sub-Consultants currently in the Reserve program shall use their Consultant Reserve rates unless providing specialty work not typically provided under those Consultant Reserve rates as determined by the Project Manager.

Clearly identify the amount for Basic Services and allowances for Reimbursable Expenses. Included is a \$10,000.00 Design Contingency Allowance to be used as needed by the Project Manager for any design phase services needs as determined by the Project Manager

Scoring will be on the Grand Total based on the formula below.

**NOTE: Formula for scoring Fee Points will be as follows: Lowest Fee will receive full points with higher fees 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
Firm Background and Team Experience on Similar Projects	15 Points
Key Personnel	15 Points
Project Approach & Preliminary Schedule	20 Points
Sustainable Design and Construction Processes	15 Points
Workforce Diversity Plan	15 Points
Fee Proposal	20 Points

**7.10 (Optional) Reference Checks (10 Points).**

**7.10.1 RESERVED**

**7.10.2 Reference Checks (10 Points).**

In addition to responding to the evaluation criteria above, Offerors should provide the names, phone numbers and e-mail addresses of three (3) references as an appendix to your Proposal. 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.

**7.11 Equity Contracting.** OSU will require the successful Offeror 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.** Request for proposal negotiations - General or Best and final offer may commence in accordance with University Standard 03-015, 5.18.2 & 5.18.3.

## **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 Offerors financial responsibility to perform the anticipated services. Submission of a response will constitute approval for OSU to obtain any credit report information OSU deems necessary to conduct the evaluation. OSU will notify Offerors, 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 response.

**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 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 response, the Offeror certifies under penalty of perjury that the Offeror 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.** Offeror 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.

#### **8.6.4 RESERVED**

#### **8.7 RESERVED**

#### **8.8 Communication Blackout.**

Notwithstanding the Pre-Proposal Conference, Presentation/Interview and Proprietary Meeting (as applicable), all communication, whether written or verbal, regarding any aspect of this RFP shall be directed at the Contract Administrator, the Chief Procurement Officer or designated member of The Office of Procurement, Payment, and Travel (OPPT). Proposers are strictly prohibited from communicating with any other OSU employee, agent, or representative concerning the content, evaluation, or process of this RFP at any time during the solicitation process. Any such unauthorized communication may result in rejection of the Proposal as non-responsive.

#### **8.9 Execution of Agreement.**

**8.9.1** The Offeror 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.

**8.9.2 Work Commencement.** Work shall commence upon execution of a Contract with the selected Offeror unless otherwise stated in the award notification or Contract.

#### **9.0 EXHIBITS**

All Exhibits are available at: <https://oregonstate.box.com/s/yyiakbxf4b643nwdx7s3js9r8ds028r8>

Exhibit 1 – Supplemental Information

Exhibit 2 – Fee Proposal Form

Exhibit 3 - Sample Reserve Contract Supplement

**END OF RFP**