



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2026-021737

ROV Survey Services – PacWave South Environmental Monitoring Method Validation and Cable Inspection Feasibility

ISSUE DATE: May 1, 2026

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
May 5, 2026 at 11:00 AM Pacific Time (PT) via Zoom

RFP DUE DATE/TIME:
May 26, 2026 at 2:00 PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: May 14, 2026 at 10:00 AM Pacific Time (PT)

CONTRACT ADMINISTRATOR:

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APPEALS:

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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**”), on behalf of the PacWave program, is conducting a competitive **ONE OR TWO-STEP** Request for Proposal (“RFP”) process to retain one firm to provide Remotely Operated Vehicle (“ROV”) survey services at the PacWave South test facility, located offshore of Newport, Oregon.

PacWave South is a grid-connected, open-ocean wave energy test facility developed to support testing, research & development, and demonstration of wave energy converters and associated technologies. As part of its federal and state regulatory compliance framework, PacWave has established environmental monitoring plans that include Remotely Operated Vehicle (“ROV”) based surveys to assess marine organism interactions and subsea infrastructure conditions.

Survey services conducted by the selected firm will determine whether these monitoring methodologies are practical, effective, and achievable under real-world offshore conditions, and to identify improvements or alternative approaches where necessary (“The Project”). The resulting data and recommendations will inform long-term monitoring strategies and operational planning for the PacWave facility.

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

VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE- A virtual Non-Mandatory Pre-Proposal Conference will be held on 11:00 AM PT on May 05, 2026 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.

1.3 Worksite Location. Offshore of Newport, Oregon.

1.6 Scope of Work

The Contractor shall furnish all personnel, equipment, vessels, and operational support necessary to perform and complete the work in 2026 as described herein ("Scope of Work"). All activities shall be conducted in accordance with applicable offshore safety standards, regulatory requirements, and industry best practices.

For proposal purposes, the Contractor shall assume responsibility for providing a suitable vessel to execute the Scope of Work. PacWave may, at its discretion, make a vessel available for use if deemed suitable for the required activities. Final determination of vessel provision and suitability will be made during contract negotiations and reflected in the executed agreement.

Work Objectives

- Conduct the ROV-based surveys as described in Tasks 1-3.
- Evaluate the technical and operational feasibility of implementing the ROV-based survey methodologies as described in PacWave's environmental monitoring plans, including:
 - Detection and observation of marine organisms
 - Assessment of biofouling and interactions with subsea structures
 - Execution of structure-based and transect-based survey methods
- Assess the feasibility of conducting full-length visual inspections of subsea export cables using ROV systems.
- Provide recommendations for improved or alternative monitoring methodologies based on observed site conditions, contractor experience, and industry best practices at comparable offshore facilities.

Task 1 – Environmental Surveys

The Contractor shall implement and evaluate ROV survey methods consistent with PacWave's monitoring framework.

1.1 Structure-Associated Surveys

The Contractor shall conduct structure-associated surveys using stationary point counts (SPCs) and semi-circular swath surveys at approximate distances of 20 meters, 10 meters, and 1–2 meters from subsea infrastructure. Surveys shall target available structures, including anchors, moorings, connectors, and cables, to evaluate the effectiveness of these methods for documenting organism presence and behavior.

1.2 Biofouling and Scour Observations

The Contractor shall perform detailed visual inspections of subsea structures to document biofouling presence, composition, and extent. The Contractor shall also observe and document seabed conditions, including scour and sediment disturbance associated with installed infrastructure.

1.3 *Benthic Transect Validation*

The Contractor shall conduct a limited number of representative benthic transects to evaluate visibility, organism detectability, and the operational feasibility of maintaining consistent transect paths in offshore conditions.

1.4 *Method Evaluation*

The Contractor shall evaluate the effectiveness of the survey methodologies, including:

- Visibility and lighting adequacy
- Ability to identify organisms to meaningful taxonomic levels
- Influence of ROV presence on organism behavior
- Navigation control and repeatability
- Operational efficiency and survey production rates

Task 2 – Cable Route Inspection and Feasibility Assessment

The Contractor shall inspect the full length of a minimum of two (2) subsea export cables to assess the feasibility of extended cable inspections.

2.1 *Cable Inspection Activities*

Using alignment data provided by OSU, the Contractor shall track cable routes while maintaining an operational altitude of approximately 1–3 meters above the seabed. The Contractor shall document:

- Burial condition (qualitative classification acceptable)
- Exposed or partially exposed segments
- Free spans or suspended sections
- Scour features
- Debris or entanglement risks

2.2 *Feasibility Assessment*

The Contractor shall evaluate:

- Ability to track cables over extended distances
- Navigation limitations without survey-grade positioning
- Data continuity and usability
- Estimated production rates (distance per day)

Task 3 – Targeted Infrastructure Inspections

The Contractor shall perform focused inspections of key subsea features, including unburied cable segments, concrete mattresses, suspended spans, conduit punchouts, subsea connectors, and any anomalies identified during operations

Task 4 – Monitoring Methodology Recommendations

The Contractor shall provide a formal assessment of monitoring approaches and recommendations for future implementation.

4.1 *ROV Method Suitability*

Monitoring elements shall be categorized as viable, conditionally viable, or not viable, with supporting justification.

4.2 *Alternative Approaches*

Recommendations may include modified ROV methodologies, alternative technologies (e.g., towed systems, drop cameras, AUVs), or hybrid monitoring approaches.

4.3 Industry Best Practices

The Contractor shall summarize relevant practices from comparable offshore facilities and recommend realistic, implementable strategies for PacWave.

5. Technical Requirements

5.1 ROV System Requirements

- Depth rating suitable for site conditions (~70–100 m)
- Forward- and downward-looking high-definition cameras
- Adequate lighting for low-visibility environments
- Paired scaling lasers (preferred)
- Imaging sonar (preferred)

5.2 Navigation

- USBL or equivalent positioning system preferred
- Survey-grade positioning is not required
- System must support basic spatial correlation of observations

5.3 Performance

- Controlled survey speeds (~0.5–1.0 knots over ground)
- Stable altitude control (1–3 m above seabed)
- Ability to operate effectively in currents between 0.5 to 1.0 m/s.

6. Deliverables

6.1 Data Deliverables

- Time-synchronized video recordings
- Selected still imagery (preferably geo-tagged or with location)
- Navigation data and logs (time-stamped)
- Event logs (SPCs, transects, inspections)

6.2 Technical Report

The Contractor shall provide a report including:

- Summary of survey activities and conditions
- Evaluation of monitoring methodologies
- Cable inspection feasibility assessment
- Summary of observations (biological and structural)
- Recommended monitoring approaches based on practical limitations and issues encountered in the field
- Industry best practices

6.3 Schedule

- Draft report: within 30 days of demobilization
- Final report: within 45 days following OSU review

2.0 SCHEDULE

Issue Date	May, 1 2026
Non-Mandatory Pre-Proposal Conference	May, 5 2026 11:00 AM PT (via Zoom)
Question Deadline	May, 14 2026 10:00 AM PT
Final Addendum Issuance (if necessary)	By May, 19 2026
Proposal Due Date/Time	May, 26 2026 2:00 PM PT

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

Estimated notification of finalists (If Applicable)	May, 29 2026 2:00 PM PT
Presentations/Interviews (If applicable)	Week of June, 1 2026
Notice of Intent to Award	By June, 3 2026
Estimated Contract execution	By June, 10 2026
Estimated Notice to Proceed	By June, 11 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 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 CONSULTANT AGREEMENT 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 OR BUREAU OF LABOR AND INDUSTRIES (BOLI) PREVAILING WAGES

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.

7.2.1 The non-mandatory Pre-Proposal Conference will be administered virtually via Zoom. Offerors **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.

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 is located on the cover sheet of this RFP.

7.2.4 Reserved

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 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 (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, any manufacturer brochures, and technical specifications 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 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 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.

Any/all exceptions to the Terms and Conditions included in the Sample Contract shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.4.4 The electronic response should be **should be sized appropriately for electronic 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 response should be presented in standard business font size, and 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. 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 first in a **potential** two-step process in the selection of a firm for this Project. The responses to this RFP will be evaluated by a selection committee and each responsive and responsible proposal will be scored.

If a second step is required in the selection process, the top scoring firms will be invited to advance to virtual Proprietary Discussions and Presentations/Interviews.

Presentations/Interviews will include a **Twenty (20) minute** presentation period, immediately followed by a separate **Thirty (30) 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. Optional Reference Checks may also be undertaken to aid in final scoring. Upon completion of final scoring, negotiations may commence with all Offerors submitting responsive proposals or all Offerors in the competitive threshold.

Final scoring of the Presentations/Interviews and Reference Checks (if applicable) 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 responses. For ease in reviewing, provide tabs keyed to each of the following criteria:

7.8.1 Experience and Qualifications (25 points)

.Provide information about your firm’s experience and capabilities in performing the specific ROV type of offshore work described in this RFP on similar or comparable projects and your experience working in Oregon, and your experience working in similar coastal conditions as found at the work site. Proposals must include personnel qualifications and roles. Identify any projects you have undertaken in the region (e.g. Oregon coast). Provide a brief summary of those projects similar to that described in this RFP, that your company has completed or are currently contracted to complete, including methods of execution and the equipment being used. Include experience for similar services on federally funded projects. Include similar information for all sub-contractors.

7.8.2 Technical Approach (20 Points)

Provide methodology describing how each Task in Section 1.6 ‘Scope of Work’ will be implemented to meet the objectives and technical requirements. Methodology must include description of the assumptions, constraints, and risks. The methodology must highlight different approaches or standards, if any, that proposer recommends for different aspects of the Scope. Proposers are encouraged to offer innovative solutions to completion of the work scope within the schedule. Provide details and specifications of the proposed vessel and other equipment to be used for the Scope. The equipment proposed shall be that which the Contractor considers appropriate to the requirements as described in the Scope of Work. Manufacturer brochures and technical specifications should be included as supporting information. Proposals shall include a technical description of proposed ROV system and sensors.

7.8.3 Data Quality and Deliverables (10 Points)

Provide a brief description of your firms’ approach to data collection in the field, data quality , data preservation, file formats, and transfer for the data based deliverables in Section 1.6 ‘Scope of Work.’ . Proposal must include sample data from similar projects.

7.8.4 Schedule and Availability (15 Points)

Provide a proposed schedule of operations and availability to successfully complete work in Section 1.6 ‘Scope of Work,’ in calendar year 2026.

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 COST PROPOSAL (15 Points)

Provide a complete 'Cost Proposal' based on the information provided in this RFP exclusive of any alternative approaches. The Proposer's cost proposal must include the necessary goods, labor and all other associated costs and services to perform the scope and deliverables to completion, as described in this RFP.

Completed Cost Proposals shall be submitted with the proposal to be considered Responsive.

Formula for scoring Cost Points will be as follows: Lowest Cost 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: $(\text{Low Cost} / \text{Cost}) \times \text{Points Available}$.

This Cost Proposal will become the initial contract amount for the awardee with additional services being added via amendment if/when applicable. In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

7.9 Point Summary Table.

Criteria	Point Value
Experience & Qualifications	25
Technical Approach	20
Data Quality and Deliverables	10
Schedule and Availability	15
Workforce Diversity Plan	15
Cost Proposal	15

7.10 (Optional second stage) Presentations/Interview and Reference Checks (60 Points).

7.10.1 Presentations/Interviews (50 Points)

Presentations/Interviews *may/will* be conducted to aid in determining the Apparent Successful Offeror. Proprietary Discussions may also be conducted with all finalists prior to Presentations/Interviews. Information regarding the Proprietary Discussions and 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 Offerors** (*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 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.

7.12.1 RESERVED

7.12.2 RESERVED

7.12.3 RESERVED

7.12.4 If OSU and the Apparent Successful Offeror are unable to reach agreement on contract terms and conditions, OSU may cease negotiations with the Apparent Successful Offeror and enter negotiations with the next highest scoring Offeror, 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 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.

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

8.2.2 Reserved

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

8.7 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.

8.8 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

Exhibit 1 – Monitoring Plans

Exhibit 2 – Sample Contract

Exhibit 1 – Monitoring Plans

(Monitoring plans are appended to this RFP as a separate PDF attachment)

Exhibit 2 – Sample Contract

(Sample contract to be appended to this RFP as a separate PDF attachment)

Note: Sample contract is not available at time of RFP posting. The sample contract will be posted to the RFP as available.

Please check posting regularly for updates.

END OF RFP