



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2026-021481

Marine Operations Consultant: PacWave

ISSUE DATE: May 19, 2026

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
May 26, 2026 at 11:00 AM Pacific Time (PT) via
Zoom

RFP DUE DATE/TIME:
June 24, 2026 at 10:00 AM/PM Pacific Time (PT) via
electronic submission to bids@oregonstate.edu

QUESTION DEADLINE: June 09, 2026 at 10:00 AM Pacific Time (PT)

CONTRACT ADMINISTRATOR:

Ben Baggett/PacWave Contract Officer
Construction Contracts Administration
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Email: constructioncontracts@oregonstate.edu

APPEALS:

Hanna Emerson, Assistant Vice President & Chief
Procurement Officer
The Office of Procurement, Payment, and Travel
Oregon State University
644 SW 13th Street
Corvallis, OR 97333

Email: hanna.emerson@oregonstate.edu

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 **ONE OR TWO-STEP** Request for Proposal (RFP) process to retain one firm to provide *Marine Operations Consulting services (the “Project”)*.

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 26, 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.

PacWave

Primarily funded by the U.S. Department of Energy, and developed and operated by Oregon State University (OSU), PacWave is a wave energy test facility that consists of two open ocean test sites:

- **PacWave South:** A pre-permitted, grid-connected site located seven miles off shore at a depth of 65 to 78 meters.
- **PacWave North:** A non-grid-connected site located two miles off shore at a depth of 45 to 55 meters.

For more information on PacWave, visit pacwaveenergy.org

PacWave offers support for national and international marine energy developers (or clients) as they conduct testing, R&D, demonstration, and full-scale deployments of their wave energy converters (“WECs”) and other innovative technologies.

Oregon State University

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. Work location is at Consultant's choosing with potential occasional visits to the PacWave facilities in Newport, Oregon.

1.4 Summary of Work.

To support safe, compliant, and efficient marine operations across the full lifecycle of each client's testing activities, PacWave requires access to specialized marine operations expertise. OSU seeks to engage a Marine Operations Consultant ("MOC") to provide advisory services to PacWave by performing technical reviews, operational assessments, and risk-based evaluations.

The MOC will act in an advisory capacity to PacWave. All deliverables will be provided to PacWave, and any communication with testing clients will be coordinated through PacWave.

1.5 Scope of Services.

The tasks below illustrate the types of activities and operational scenarios the MOC may be required to support.

A. Marine Operations Monitoring and Risk Assessment

The MOC shall support PacWave during planning and execution phases of marine operations by performing activities such as those listed below.

Tasks related to client activities:

- Review and advise PacWave on client Installation, Operations, Maintenance, and Decommissioning ("IOM&D") plans, identifying risk factors and providing recommendations to PacWave to improve operational readiness and safety.
- Review and advise PacWave on subsea cable connection operations, including adherence to safety protocols, best practices, and minimizing risk to infrastructure and the environment. The MOC shall observe, monitor, record such operations upon OSU request.
- Advise PacWave on the suitability of vessels, marine equipment, and deployment strategies in alignment with site-specific ocean conditions.
- Advise PacWave on marine warranty and salvage operations.
- Advise PacWave on planning for response operations in the event of abandoned equipment/devices or device degradation.
- Review and advise PacWave on client plans including those for rigging, towing, lifting, and anchor handling.

Tasks in direct support of PacWave operations:

- Evaluate and assist PacWave in planning for simultaneous operations, which may include operations involving medium voltage subsea cables, multiple client assets, and several Marine Service Providers ("MSPs").

- Advise PacWave on its own marine operations including vessel operations, heavy lift, complex anchoring of PacWave infrastructure, towing, and marine equipment protection, repair, modification, and maintenance.

B. Marine Policy and Standard Operating Procedure (“SOP”) Review

The MOC may support PacWave in the development, review, and refinement of the facility’s marine operations policies and standard operating procedures, including:

- Marine logistics and operational planning, including simultaneous operations.
- Communications and coordination protocols.
- Requirements for underwater operations, including commercial diving, remotely operated vehicles (“ROVs”), autonomous underwater vehicles (“AUVs”), and other underwater activities.
- Requirements for third-party verification (“TPV”) processes.
- Safety, health, and environmental requirements.
- Emergency response procedures.
- WEC or other device installation, operations, maintenance, and decommissioning.
- Navigation and lighting requirements, including Private Aids to Navigation, Local Notices to Mariners, and Automatic Identification System.
- Client lifecycle processes.

C. Decommissioning Bond/Escrow Review

The MOC shall evaluate client decommissioning strategies and associated financial instruments. Tasks may include:

- Review and advise PacWave on the adequacy of decommissioning bonds/escrow plans provided by testing clients to ensure coverage for the removal of devices, moorings, anchors, and umbilicals, and returning the berth to its agreed-upon empty state.
- Review the cost basis and schedule feasibility of client-submitted decommissioning estimates—including operating days and weather contingencies—and advise PacWave on their alignment with actual operational and removal costs.
- Identify technical or logistical risks associated with proposed client decommissioning approaches, including interim berth leave-behind states (e.g., cable management options) in the event of temporary device removal.

D. Third-Party Verification (“TPV”) Review

The MOC shall support PacWave in evaluating third-party engineering verification by:

- Reviewing TPV reports covering:
 - Design Verification – Ensuring that device designs demonstrate engineering integrity, meet regulatory (permitting) requirements, and conform to applicable industry standards.
 - Build Verification – Evaluating TPV reports confirming that devices have been constructed in accordance with approved designs and is ready for offshore deployment.

- Mooring and Anchor System Verification – Reviewing TPV documentation for mooring and anchor systems to ensure suitability and reliability of design, assessment of simulation/modeling results and/or dynamic systems analysis.
- Assessing whether TPV documentation:
 - Meets applicable engineering and safety standards.
 - Aligns with PacWave permit and operational requirements.
 - Adequately addresses identified risks.
- Reviewing connection and pre-deployment verification procedures, including:
 - Optional testing (e.g., pull tests).
 - Risk reduction value of proposed verification steps.

E. Marine Operations Business Model Development

The MOC may be asked to advise PacWave on strategic and operational delivery models by conducting the following:

- Analyze and advise PacWave on potential business models that would allow PacWave to more directly manage client marine operations.
- Evaluate approaches where PacWave would contract with one or more MSPs to execute marine operations on behalf of clients, with PacWave providing oversight and coordination.
- In cooperation with OSU Office of Procurement, Payment, and Travel (“OPPT”) assist PacWave with the development of scopes of work for inclusion in Requests for Qualifications (“RFQs”) or Request for Proposals (“RFP”) to pre-qualify MSPs for future contracted operations at the Project site.
- Participate as a non-evaluating subject matter expert providing technical review of MSP proposals and advisory support to the evaluation committee during the selection process..
- Inform and advise PacWave on supply chain and vendor management.
- Advise PacWave on potential contracting or procurement of assets to support marine operations.

Illustrative Deliverables

Deliverables will vary based on tasking, but may include:

- Reports to PacWave on observed client operations and activities, including deviations or plan changes.
- Assessments of the adequacy of decommissioning bond/escrow plans and associated risk mitigation.
- Technical review memos for IOM&D plans and cable connection operations.
- Review summaries of TPV reports.
- Internal document (policies and SOPs) revisions.
- Recommendations for internal and external corrective actions.
- Post-incident or post-storm inspections and reporting.
- Contingency and casualty-response plans.
- Development of tabletop training scenarios and exercises.

2.0 SCHEDULE

Issue Date	May, 19 2026
Non-Mandatory Pre-Proposal Conference	May, 26 2026 11:00 AM PT (via Zoom)
Question Deadline	June, 09 2026 10:00 AM PT
Final Addendum Issuance (if necessary)	By June, 11 2026
Proposal Due Date/Time	June, 24 2026 10:00 AM PT

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

Estimated notification of finalists (If Applicable)	July, 01 2026
Presentations/Interviews (If applicable)	Week of July, 06 2026
Notice of Intent to Award	By July, 15 2026
Estimated Contract execution	By July, 30 2026
Estimated Notice to Proceed	By July, 31 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’S 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

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. 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 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.**

7.4.3 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 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 with the top scoring firms being invited to advance to further evaluation steps including virtual Proprietary Discussions and Presentations/Interviews should the committee determine they are necessary.

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 Proposals. For ease in reviewing, provide tabs keyed to each of the following criteria:

7.8.1 Experience on Similar Scopes of Work (35 points)

Describe your firm's experience with projects of similar scope, during the past five years. Describe the function(s) performed by your firm. Include references for each of the projects.

7.8.2 Key Personnel (30 Points)

Identify the personnel in your firm who would be assigned to the Work, their specific roles in this Work, and their previous experience in those roles. Also identify the consultants you propose to team with, if any, their proposed key personnel, and give brief descriptions of their experience and expertise.

7.8.3 Firm Background and Description (10 Points)

Provide a brief description of your firm. Include an organizational chart. List the projects your firm is currently contracted for and at what stage you are in terms of completion.

7.8.4 Workplan and Staff Availability (10 Points)

Provide a proposed work plan and schedule for accomplishing the scope that is achievable by your firm's staffing availability. Confirm the availability of team members to work for the duration of the term of the Agreement to perform the scope of these services.

Note: For the purposes of Proposers responding to this criterion in the RFP, the duration of the term of the Agreement is one year. Actual term of any Consultant Agreement awarded to a Consulting firm under this RFP may extend for additional years under the terms of the Agreement between OSU and Consultant.

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 Work. 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.

7.8.6 Labor Classification and Rates (Not a Scored Criterion)

Please include a list of Labor Classification and hourly rates (inclusive of profit and overhead) for each Consultant personnel, including Key Persons, and/or Sub-Consultants' personnel, plus any Reimbursable Expenses, to be in effect for the duration of an awarded Agreement.

See Exhibit 2 – ‘Sample Labor Rates Schedule Sheet,’ as an example of a format for including this information in your proposal.

Labor rates submitted with the Proposal will become the initial contracted rates for the awardee with any changes being added via amendment if/when applicable.

Note: OSU shall only reimburse Consultant for the actual, direct costs of Services performed, and shall not reimburse Consultant for any overhead or mark-up of costs added to the direct cost of Consulting Services at any tier.

7.9 Point Summary Table.

Criteria	Point Value
Experience on Similar Scopes of Work	35 Points
Key Personnel	30 Points
Firm Background and Description	10 Points
Workplan and Staff Availability	10 Points
Workforce Diversity Plan	15 Points
Labor Classification and Rates	Not scored

7.10 (Optional) Presentations/Interview/OTHER OPTIONAL EVALUATION PROCESSES 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 Any/all exceptions to the Term and Conditions included in the Sample Contract/Agreement shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period.

7.12.2 OSU reserves the right to deny contract term negotiations with the Apparent Successful Offeror if such contract terms were not received by OSU in the Solicitation response pursuant to Section **7.12.2** above.

7.12.3 OSU reserves the right to defer decision(s) on requests for contract terms and conditions revisions until after a notice of intent to award is published.

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.

8.3 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.

8.7 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

Exhibit 1 – Sample Consultant's Agreement

Exhibit 2 – Sample Labor Rates Schedule Sheet

END OF RFP

Exhibit 1 – Sample Consultant’s Agreement

Sample Consultant’s Agreement is appended as separate PDF attachment to this solicitation.

Exhibit 2 – Sample Labor Rates Schedule Sheet

LABOR RATES OF CONSULTANT’S KEY PERSONNEL AND SUB-CONSULTANTS

CONSULTANT:

Principals.....\$ ___/hr
Senior Designer.....\$ ___/hr
Designer.....\$ __ - __/hr

Urban Designer.....\$ __ - __/hr
Sr. Project Manager.....\$ __ - __/hr
Project Manager.....\$ __ - __/hr

Production Personnel/Project Consultant\$ __ - __/hr
Senior Interior Designer.....\$ ___/hr
Interior Designer.....\$ __ - __/hr
Clerical.....\$ ___/hr

SUB-CONSULTANTS:

.....\$ ___/hr

.....\$ ___/hr

.....\$ ___/hr

.....\$ ___/hr