

**INFORMAL REQUEST FOR PROPOSAL
No. BT155121IP**

MEMORIAL UNION HAIR DESIGN/BARBER SHOP SPACE LEASE

10/28/11

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to provide Hair Design/Barber Shop services at a leased location in the Memorial Union.

A voluntary Pre-Proposal Conference will be held at 10am, Monday, November 14th, 2011 at the Memorial Union location.

Interested vendors may respond in Writing and in accordance with the instructions in this Informal Request for Proposal (IRFP) no later than 3pm, Monday, November 21st, 2011 the Proposals are due (Proposal Due Date and Time). OSU is an AA/EEO employer and encourages the submittal of responses from women, minority-owned and emerging small business enterprises.

If you have any questions regarding this IRFP, please contact me at the telephone or e-mail address indicated below.

Sincerely,

Bonnie Tufts
Procurement Analyst
Telephone: 541-737-7353
E-Mail: Bonnie.tufts@oregonstate.edu

1.0 BACKGROUND

1.01 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, master's and doctoral degrees through 12 academic colleges enrolling more than 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

1.02 BACKGROUND:

OSU has approximately 190 square feet of space in the Memorial Union they would like to make available for a Hair Design/Barber Shop for all members of the Oregon State University campus community, including undergraduate students, graduate students, professional students, faculty, staff, and guests. See Exhibit 1 for the lease location within the Memorial Union.

2.0 REQUIRED SERVICES

2.01 REQUIRED SERVICES:

Lessee shall provide Hair Design/Barber Shop services to all members, male and female, of the Oregon State University campus community, including undergraduate students, graduate students, professional students, faculty, staff, and guests. Services to be considered for inclusion in the proposal should include, but not be limited to:

- Haircuts and styles for all hair textures for men and women
- Hair Design/Barber services including tapered haircuts, flattops, fades, weaves.
- NOTE: Nail salon services are specifically not allowed within the Shop due to ventilation requirements for such services.

2.02 SAMPLE LEASE:

A sample Lease containing the services to be required and the contractual terms and conditions is included at Exhibit A.

3.0 PROPOSER QUALIFICATIONS

3.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- Demonstrate a marketing and promotional plan appropriate for today's college student environment.
- Lessee shall provide copies of valid licenses issued by the Oregon Board of Cosmetology for staff members.

3.02 PREFERRED QUALIFICATIONS:

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- Individual staff member experience greater than 3 years.
- Individual staff member experience with a variety of different hairstyles and types.
- Competitive rates for services.
- Demonstrated experience marketing and promoting a shop appropriate for today's college student environment.

4.0 REQUIRED SUBMITTALS & EVALUATION

4.01 REQUIRED SUBMITTALS:

Proposers should submit the following information:

- Detailed information about how the Proposer meets the minimum and preferred qualifications detailed in section 3.0
 - Provide copies of current staff licenses issued by the Oregon Board of Cosmetology.
 - Provide written information as noted below about the staff that will be providing the services:
 - i. Reference letters, demonstrating the variety of services to be provided, from four clients with distinctly different hairstyles and types.
 - ii. Information about the number of years and types of experience they have in serving a diverse community of customers.
 - Provide a schedule of fees for the services that staff will be providing.
 - Provide a marketing and publicity plan plus examples of past similar plans if available.
- Provide proposed monthly lease payment schedule. Monthly amounts may vary based on the Lessee's projection of how the business volume is impacted by the University Calendar.
- Attachment B, Certifications, fully completed.
- Attachment C, References, fully completed.

4.02 EVALUATION:

This is a multistage evaluation. OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Proposer's deemed non-Responsive will be notified in Writing, identifying the reason(s) the Proposal is non-Responsive. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following evaluation criteria. Points will be given in each criteria and a total score will be determined. The maximum points available for each criteria are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Reference recommendations on services being performed	15
Number of years and types of experience of staff.	15
Schedule of fees to be charged.	25
Lease payment offered.	30
<u>Marketing and publicity plans</u>	<u>15</u>
Total	100

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Lease will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the IRFP and OSU's needs.

4.03 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Lease after the announcement of the notice of intent to award in order to complete its investigation.

5.0 INSTRUCTIONS TO PROPOSERS

5.01 APPLICABLE STATUTES AND RULES:

This IRFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

5.02 REQUEST FOR CLARIFICATION OR CHANGE:

Request for clarification or change of the Informal Request for Proposal must be in Writing and submitted to PaCS at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Informal Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the IRFP Number and Title.

5.03 ADDENDA

Only documents issued as Written Addenda by PaCS serve to change the IRFP in any way. No other direction received by the Proposer, written or verbal, serves to change the IRFP document. If you have received an Informal Request for Proposal you should consult PaCS, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addendum into their final Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

5.04 PREPARATION AND SIGNATURE:

Proposals should be Written and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the IRFP and all Exhibits and Addenda to the IRFP.

5.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.50 (2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

5.06 PROPOSAL SUBMISSION

Proposals should be submitted no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the IRFP No., IRFP Title and the Proposal Due Date and Time. Proposals may be mailed to Oregon State University, Procurement and Contract Services, 644 SW 13th Street, Corvallis, OR 97333-4238, faxed to (541) 737-2170 or e-mailed in PDF format to the individual identified on the first page of this IRFP.

5.07 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Lease pursuant to the terms and conditions specified in the IRFP, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days, unless otherwise specified herein. OSU's award of the Lease constitutes acceptance of the offer and binds the Proposer.

5.08 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the IRFP, Exhibits, and Addenda. OSU may reject all Proposals if it is in the best interest of OSU to do so.

5.09 PROPOSAL PREPARATION COSTS:

OSU is not liable for costs incurred by the Proposer during the IRFP process.

5.10 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the lease when deemed to be in the best interest of OSU.

EXHIBIT A TERMS AND CONDITIONS / SAMPLE LEASE
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OREGON STATE UNIVERSITY

Lease Agreement with Lessee _____

THIS LEASE is entered into by and between The STATE OF OREGON acting by and through the STATE BOARD OF HIGHER EDUCATION on behalf of OREGON STATE UNIVERSITY, hereinafter called LESSOR, and _____, hereinafter called LESSEE:

WITNESSETH:

WHEREAS LESSOR has available approx. 190 square feet of space in the Memorial Union hereinafter called Premises; and

WHEREAS LESSEE has need of shop space and LESSOR is willing to provide the space.

NOW, THEREFORE, LESSOR leases to LESSEE and LESSEE leases from LESSOR the following described property (the "Premises") on the following terms and conditions:

1. **PREMISES** - LESSEE will occupy the approximately 190 square feet of shop space (see Exhibit "1") within the Premises, Memorial Union:
2. **TERM**: - The Lease shall commence and LESSEE shall be entitled to full and exclusive possession immediately upon full execution of this Lease by all parties. The term of the Lease (the "Term") shall be for a period of five (5) years from the date of commencement. Notwithstanding any earlier commencement date, LESSEE's obligation to pay rent shall commence on _____ and the Lease shall terminate on _____ unless sooner terminated as provided herein.

The Lease may be renewed, upon mutual agreement of the parties through written amendment, a maximum of two (2) additional one (1) year terms based on the current terms and conditions provided that the total Lease term does not extend beyond _____, 2018 or as otherwise allowed by law.

3. **RENT** - The rent for this Lease shall be _____ per month for the months of _____ and _____ per month for the months of _____ for the Premise. LESSEE's payments will be due the 10th day of each month and delivered or mailed to OSU Memorial Union, Business Office, Corvallis, OR 97331; example April 1st rental payment is due by April 10th and covers the period from April 1st to April 30th.

Rent for partial months shall be prorated. Late payment penalty shall be \$25.00 per day.

4. **DEPOSIT** – Upon signing the Lease, the LESSEE shall make payment of a deposit equal to three (3) months' rent. This deposit will be returned to the LESSEE upon surrender of the Premises, after any obligations due to the LESSOR have been deducted.
5. **SERVICES TO BE PROVIDED** - LESSEE shall provide hair design/barber services to all members, male and female, of the Oregon State University campus community, including undergraduate students, graduate students, professional students, faculty, staff, and guests. Services to be provided shall include, but not be limited to:
 - Haircuts and styles for all hair textures for men and women
 - Hair Design/Barber services including tapered haircuts, flattops, fades, weaves.
 - NOTE: Nail salon services are specifically not allowed within the Shop due to ventilation requirements for such services

LESSEE shall provide copies of valid Oregon Hair Dresser licenses for all staff members.

6. **HOURS OF OPERATION** – LESSEE shall operate the shop during hours appropriate and convenient for use by the members of the University community.
7. **PARKING** –LESSEE shall have the right to use LESSOR's parking lot on a "first come first served" basis in common with LESSOR's other tenants and their clientele. LESSEE Staff will be permitted to purchase parking decals from the University Parking and Transit Services at standard fees to use designated staff parking lots as available on campus.
8. **MAINTENANCE AND IMPROVEMENTS** - LESSEE shall not injure or in any manner deface the Premises, and shall not cause or allow the Premises to be injured or defaced. If, during the term of this Lease, the Premises or any portion of the building or grounds are damaged by the act, default or negligence of LESSEE, or its agents, employees, or any other person or persons admitted to the Premises by LESSEE, LESSEE shall pay to LESSOR, upon demand, such sum as shall be necessary, in LESSOR's discretion, to restore the Premises to their original condition.

LESSOR will provide for maintenance of the shop exterior and limited maintenance of the Shop interior, which includes maintenance of light fixtures, plumbing supply lines, and periodic maintenance and application of floor finish as may be necessary due to normal usage, except that any such repairs that may become necessary or desirable by reason of negligence of the LESSEE shall be paid for by the LESSEE within thirty (30) days of completion of the work. LESSOR shall keep the Premises free from, and shall be responsible for control and extermination of, all insects, rodents, termites, wood-destroying organisms, and other pests. The entry door is supplied with a lock and key set issued by the LESSOR to the LESSEE and may not be changed without the expressed written consent of the LESSOR.

Except for the foregoing and LESSEE's obligations under paragraph 11 (A), annual inspection and prompt repairs and maintenance of the Premises, including, without limitation, all the plumbing, electrical, mechanical, HVAC, and refrigeration equipment and fixtures, shall be the responsibility of LESSOR. If any particular work is not done within ten days after notice by LESSEE, then in addition to any other remedy LESSEE may have, LESSEE may make such repairs or maintenance and deduct the reasonable costs thereof from future rental payments.

LESSEE shall not make or remove any improvements without written authorization by LESSOR.

LESSEE shall not authorize or cause to be filed any liens on the Premises.

9. **OBSERVANCE OF LAWS** - LESSEE will keep the leased Premises in clean and sanitary condition and observe and perform all laws, ordinances, rules, and regulations. Nothing herein however shall require LESSEE to make structural changes or capital improvements that are not mandated by LESSEE'S particular use. In other words, changes mandated by general laws, including without limitation, the Americans with Disabilities Act or environmental protection laws, shall be the responsibility of LESSOR. If any changes are required to comply with these types of laws and they are not done within thirty days after notice by LESSEE, then in addition to any other remedy LESSEE may have, LESSEE may make such improvements as are necessary and deduct the reasonable costs thereof from future rental payments.
10. **SUBCONTRACTS AND LICENSES** - It is expressly understood and agreed that LESSEE may not assign this Lease or sublease the Premises without written authorization of LESSOR. Any sublease or assignment must incorporate the terms and conditions of this Lease Agreement and be made a part therein.
11. **ASSUMPTION OF RISK BY LESSEE** - As between LESSOR and LESSEE, LESSEE assumes all risk of loss or damage from whatever cause except negligence by LESSOR as described and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-30.300, and the Oregon Constitution, Article XI, Section 7.

12. **EVENTS AND CONSEQUENCES OF DEFAULT** - The following shall be events of default:
- A. Failure of LESSEE to pay any rent or other charge within thirty (30) days after the date due.
 - B. Failure of LESSEE to comply with any other term or condition or fulfill any other obligation of LESSEE within thirty days after written notice by LESSOR specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the thirty-day period, this provision shall be deemed to have been complied with if LESSEE begins correction of the default within the thirty-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practical.
 - C. Abandonment of Premises by LESSEE. Abandonment is defined as non-use of the Premises for forty-five (45) consecutive days.

Upon default, the Lease may be terminated at the option of LESSOR, and LESSOR may re-enter and take possession of the Premises.

13. **USE OF PREMISES/FACILITY** - LESSEE may use the leased Premises for the lawful purposes related to the conduct of its business. The storage of hazardous and flammable material on the Premises will NOT be allowed.
14. **USE OF SERVICES BY UNIVERSITY** - LESSOR makes no agreement, express or implied, that members of the Oregon State University campus community, including undergraduate students, graduate students, professional students, faculty, staff, guests, male and female will use the services of the LESSEE.
15. **SERVICES AND UTILITIES** - LESSOR will cause the utilities and services listed below to be furnished to the Premises. Charges shall be paid as indicated:

<u>Utility or Service</u>	<u>Monthly Charges</u>	
	<u>Paid By:</u>	
	<u>LESSOR - LESSEE</u>	
Water	X	
Sewer	X	
Electricity	X	
Heating/Air Conditioning	X	
Trash Removal		X
Janitorial Service		X
Janitorial Supplies		X
Landscape Service	X	
Telephone		X

- A. Telephone System: Except for existing LESSOR wire, if desired by LESSEE they shall be responsible for the installation and maintenance of a complete operable telephone system, cable and wire in the Premises. Installation of any new LESSEE wire and maintenance of all LESSOR wire in LESSEE's area shall be LESSEE's responsibility.
16. **SECURITY** – LESSOR shall not be liable for any breach of security of the operation. If desired, LESSEE may install, at its own expense, a security alarm system.
17. **SIGNAGE** – LESSEE may, at its expense, install signage identifying the space. The signage must fit the décor of the Memorial Union and must be approved in writing by the Director of the Memorial Union. Signs shall not be permitted in other LESSOR areas.
18. **INDEMNIFICATION** - LESSEE shall indemnify and hold harmless the State of Oregon, the State Board of Higher Education, and Oregon State University, including its officers, employees and agents (hereinafter collectively referred to as the "Indemnities"), from all claims, suits, or actions of any nature resulting from the activities of LESSEE, its officers, contractors, employees or agents under this Lease.

19. **OREGON WORKERS' COMPENSATION** – LESSEE is a subject under the Oregon Worker's Compensation Law and shall either comply with ORS 656.017, which requires it to provide worker's compensation coverage for all subject employees working at the Premises, or is exempt under ORS 656.126.

20. **LESSOR'S COVENANTS** – LESSOR covenants that it has the right to make this Lease and to lease the Premises to LESSEE; that possession of the Premises will be delivered to LESSEE free of conflicting claims; and that on paying the rent and performing its covenants, LESSEE may enjoy the rights granted by this Lease free from rightful interference by any third party and LESSOR shall defend such right of enjoyment of LESSEE.

21. **INSURANCE**

A. **LIABILITY INSURANCE.**

During the term of this Lease, LESSEE shall maintain in force at its own expense the following insurances, if marked, to cover injury, death, errors, omissions or negligent acts related to the goods or services provided under this Lease in the amounts listed below.

Commercial General Liability

Professional Liability

Automobile Liability

LESSEE shall ensure that insurance policies are issued by an insurance carrier authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by LESSOR. LESSEE shall ensure that OSU's employees and agents are included as additional insureds in said insurance policy.

Limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Limit for all claimants per occurrence:

From commencement of the Contract term to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Property Damage Limits:

Limit for any single claimant per occurrence: \$101,400.

Limits for all claimants per occurrence: \$506,900.

This amount is effective on July 1, 2011 – June 30, 2012 and will be adjusted every year thereafter as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 5 (Senate Bill 311).

B. **WORKERS' COMPENSATION.**

LESSEE, its subcontractors, if any, and all employers providing work, labor or materials under this Lease are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

C. PROPERTY INSURANCE.

The LESSEE must maintain Property Insurance during the term of the Lease that covers all property used for LESSEE'S work and all LESSEE -owned property that is stored at LESSOR.

D. PRIMARY COVERAGE.

Insurance carried by LESSEE under this Lease shall be the primary coverage and LESSOR'S insurance is excess and solely for damages or losses for which LESSOR is responsible.

E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this LEASE, the LESSEE shall furnish Certificate(s) of Insurance to the LESSOR'S Administrator, upon request. In such case, LESSEE shall ensure that the Certificate(s) specifies all additional insureds (or loss payees). LESSEE shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

F. NOTICE OF CANCELLATION OR CHANGE.

LESSEE shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the LESSEE or its insurer(s) to LESSOR'S Administrator.

G. PROPERTY DAMAGE – Each party shall insure against loss arising out of damage to or destruction of the Premises or the contents thereof when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any, and each party shall look to its respective insurance carrier for reimbursement of any such loss. LESSOR will maintain insurance for Premise and LESSEE will maintain insurance for LESSEE's property including contents and improvements and betterments. LESSOR agrees to be responsible for damage or liability to the extent of liability arising out of the negligent acts of the LESSOR. LESSOR'S liability is subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution Article XI, Section 7. LESSEE agrees to be responsible for damage or liability to the extent of liability arising out of the negligent acts of the LESSEE, its officers, contractors, subcontractors, employees, and agents

The insurance policies required by this Lease shall name the State of Oregon, the State Board of Higher Education, and Oregon State University, including its officers and employees, as additional insureds.

As evidence of the insurance coverage required by this Lease agreement and prior to LESSEE's occupancy of the Premises, LESSEE shall furnish to LESSOR an original certificate of insurance naming LESSOR as additional insured and as certificate holder. Subsequent updates or any changes to the insurance coverage required by this Lease shall also be furnished to LESSOR.

22. **CASUALTY DAMAGE** - If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose leased, and if repairs cannot reasonably be made within 120 days, then this Lease will be cancelled.

A. Rent shall abate during such time as the Premises cannot reasonably be occupied by LESSEE due to damage or destruction by fire or other casualty.

23. **TAXES, ASSESSMENTS, FEES** -LESSEE shall promptly pay, before the same become delinquent, all taxes and assessments, permits, inspection and license fees levied, assessed or imposed upon LESSEE now or at any time during the term of this Lease, or levied, assessed or imposed upon LESSEE's business. LESSEE shall pay, before the same becomes delinquent, all personal property taxes assessed against the Premises.

24. **TERMINATION** - LESSEE and LESSOR shall each have the option to terminate this Lease at any time with not less than _____ days written notice.
25. **USE OF ORGANIZATIONS' NAMES** - Neither party will use the other party's name without prior written permission.
26. **RELATIONSHIPS** - LESSEE and LESSOR agree they are independent entities and neither party may make commitments or enter into agreements on the other's behalf. LESSEE is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
27. **CONTINGENCY** –
28. **NOTICES** - Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as shown.

OSU LESSOR Administrator
Nicole Neuschwander
Real Property Manager
Cascade Hall
Corvallis, OR 97333-4238
P: 541-737-6925
F: 541-737-4941
Nicole.Neuschwander@oregonstate.edu

OSU Departmental Administrator
Michael Henthorne
Director
Memorial Union
Corvallis, OR 97331-5004
P: 541-737-6256
F: 541-737-2220
Michael.Henthorne@oregonstate.edu

LESSEE Administrator
[Name]
[Title]
[Address]
[City, State, Zip]
[Phone Number]
[Fax Number]
[E-Mail Address]

29. **MISCELLANEOUS PROVISIONS**
- A. **NONWAIVER** – Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require full, strict and literal performance of the same provision in the future or of any other provision.
- B. **SUCCESSION** – This Lease shall be binding on and inure to the benefit of the parties and their respective successors, heirs, executors, personal representatives and assigns.
- C. **AMENDMENT AND MODIFICATION** – Subject to applicable law, this Lease may be amended, modified, or supplemented only by a written agreement signed by the parties hereto.
- D. **GOVERNING LAW AND VENUE** – All matters with respect to this Lease, including but not limited to matters of validity, construction, effect, and performance, will be governed by the laws of the State of Oregon applicable to leases made and to be performed therein between residents thereof, regardless of the laws that might be applicable under principles of conflicts of law. If any suit or action is filed by any party to enforce this agreement, venue shall be in the federal or state courts in Marion County, Oregon.
- E. **COUNTERPARTS** – This Lease may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

- F. **SEVERABILITY** – Any term or provision of this Lease that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Lease, or affecting the validity or enforceability of the terms or provisions of this Lease.
- G. **GENDER AND NUMBER** – Any indication of gender of a party in this Lease shall be modified, as required to fit the gender of the party or parties in question. Similarly, any references to singular parties shall include plural parties as the context requires. In the event any of the parties are or become more than one individual, the obligations of the individuals, companies, partnerships, trusts, limited liability companies and other entities comprising and other entities comprising that party shall be joint and several.
- H. **HEADINGS** – The headings used in this Lease are solely for convenience of reference, are not part of this Lease, and are not to be considered in construing or interpreting this Lease.
- I. **EXHIBITS** – The exhibits attached hereto are incorporated herein by reference.
30. **RENEWAL OPTION** – If the LESSEE is not in default at the time of each option, LESSEE shall have the option to renew this lease for _____ successive term[s] of _____year[s] each, as follows:
- A. The renewal term shall commence on the day following expiration of the then existing Term.
- B. The option may be exercised by written notice to LESSOR given not less than ninety (90) days prior to the last day of the then expiring Term. The renewed Lease shall be upon all the same provisions contained herein except that the monthly rental rate for the renewed lease period shall be negotiated in good faith and increased by the standard CPI (Consumer Price Index). Any renewal shall be by written amendment signed by both parties.
31. **LESSEE FIXTURES** –
- A. Lessee will provide all improvements, alterations, or equipment at the expense of the LESSEE. Plans and specifications must be approved by the Director of the Memorial Union before the initiation of any work.
- B. All furniture, fixtures and leasehold improvements placed or installed upon the Premises during the term by LESSEE not reimbursed by LESSOR shall remain the property of LESSEE. This shall include, without being limited to, the phone system, wiring, counters and cabinetry.
- C. At the expiration or termination of this Lease, LESSEE may remove any or all such items. LESSEE shall repair any physical damage resulting from the removal. If LESSEE fails to remove such items, they shall become the property of LESSOR at the end of the Lease.
32. **HOLDOVER** –
- A. If LESSEE does not vacate the Premises at the time required, LESSOR shall have the option to treat LESSEE as a holdover tenant renting from month to month, subject to all of the other provisions of this Lease, or to eject LESSEE from the Premises and recover damages caused by wrongful holdover.
- B. If a month-to-month tenancy results from a holdover by LESSEE under this Paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from either party given not less than thirty (30) days prior to the termination date which shall be specified in the notice.
33. **COMPLIANCE WITH LAW** – LESSEE agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Lease, including without limitation, ORS 279.312, 279.314, 279.316, 279.318 and 279.320, which are incorporated by reference herein.

THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. EACH PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES THAT IT HAS READ THIS LEASE, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Lease shall not become effective and shall not be binding upon the LESSOR until it has been executed, in the signature spaces provided below, by all parties to this Agreement, including those whose approval is required.

IN WITNESS HEREOF, the parties hereto have executed this Lease as of the date(s) written below.

LESSEE:

Signature: _____

Date: _____

By: _____

Title: _____

LESSOR: State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University

Signature: _____

Date: _____

By: _____

Title: _____

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to thirty one percent (31%) backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Informal Request for Proposal and all Exhibits and Addenda to the Informal Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Informal Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a Contract from this Informal Request for Proposal, Proposer hereby (check one)

- agrees
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# or SSN# (required): _____ Email: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____
