



**REQUEST FOR PROPOSAL  
No. DC169468P**

**Crowd Management, Donor Parking and Security Services**

**PROPOSAL DUE DATE AND TIME:**

May 1, 2014 (2:00 PM, PT)

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.  
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## **1.0 GENERAL**

### 1.01 SCHEDULE OF EVENTS

- Issue Date ..... April 3, 2014
- Deadline for Requests for Clarification or Change ..... April 15 (2:00 pm, PT)
- Proposal Due Date and Time ..... May 1, 2014 (2:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

### 1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

### 1.04 ADMINISTRATIVE CONTACT

Name: Donna Cain  
Title: Purchasing Analyst 3  
Telephone: 541-737-3423  
Fax: 541-737-2170  
E-Mail: donna.cain2@oregonstate.edu

### 1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for Crowd Management, Donor Parking and Security Services for all OSU home football games. Services may be expanded to include OSU Intercollegiate Athletic Events, such as, basketball, volleyball, gymnastics, wrestling or other events, such as, commencement and music events, held at the OSU campus.

### 2.02 BACKGROUND

OSU Intercollegiate Athletics (OSU Athletics) program supports seventeen (17) sports and the program is recognized at the Division I level of the National Collegiate Athletic Association. In 1915, OSU became a charter member of the Pacific Coast Athletic Conference, now the Pac-12 conference. It is projected that OSU

Athletics will annually host six to seven home football games with approximately 46,000 fans in attendance per game.

### 2.03 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, a 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, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

## **3.0 STATEMENT OF WORK**

### 3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A. All terms and conditions are expressly authorized for negotiation.

## **4.0 PROPOSER QUALIFICATIONS**

### 4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- a. Contractor management and supervisory personnel must have a minimum of three (3) years' experience providing crowd management and security services at either professional athletic events, large collegiate, Division 1 athletic events, or equivalent large capacity, in excess of 30,000 people, venues.
- b. Contractor must have experience working in a University environment with students, faculty, staff and the general public.
- c. Contractor management and supervisory personnel must have a minimum of three (3) years' experience providing donor parking enforcement at either professional athletic events, large collegiate, Division 1 athletic events, or equivalent large capacity, in excess of 30,000 people venues.

### 4.02 PREFERRED QUALIFICATIONS

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

- a. PAC-12 Conference experience.
- b. NCAA football experience
- c. Division 1 NCAA Football experience all in crowd management and security services as well as donor parking.

## **5.0 REQUIRED SUBMITTALS**

### 5.01 QUANTITY OF PROPOSAL

Submit one (1) hard copy marked "original", including all Required Submittals and six (6) additional copies via methods detailed in Section 7.07 SUBMISSION. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, scans of such pages should be included). Proposals should contain the submittals listed in this section below.

## 5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposal information should be ordered in the same order as listed below. Proposers should submit at a minimum the following information and in accordance with the instructions below:

- (a) A submittal letter detailing how Proposer meets the required experience as outlined in Section 4.0 of this RFP and detailing how Proposer can meet the criteria identified in the requirements numbered 2 through 10 in the Sample Contract, at Exhibit A. The submittal letter must be signed by a representative of the Proposer who is authorized to bind the proposer.
- (b) A detailed response to the paragraphs numbered 2-10 contained in the Sample Contract, Exhibit A. The response should begin, ***“Proposer shall provide the following services, subject to the conditions identified below, if Proposer is awarded a contract as a result of this RFP process.”*** Proposers should then retype the contract reference numbers, and the requirements as they are currently drafted along with any additional language proposed that would exceed the requirements. Any proposed contract provision that does not, at a minimum, meet the requirements specified may be considered unresponsive and result in rejection of the proposal. The resulting response should be a list of contract provisions numbered 2-10 that may be easily incorporated into the contract or contracts that will be entered into between OSU and the party or parties identified as a result of this RFP process. OSU will not incorporate any other terms or conditions from proposals into the resulting contract unless mutually agreed to by the parties.
- (c) **Pricing** for all necessary staff and equipment detailed in Exhibit A.
- (d) **Exhibit B – Certifications**, fully completed
- (e) **Exhibit C – References**, fully completed
- (f) **Exhibit D– Hourly Rate Sheet**, fully completed
- (g) **Exhibit E– Driver Authorization Form**  
**SAMPLE FORM ONLINE** –: <http://motorpool.oregonstate.edu/drivers/authorization>.
- (h) **Exhibit F– SAMPLE - OSU Golf Cart/Utility Vehicle Policy**
- (i) **Exhibit G– SAMPLE - OSU Golf Cart/Utility Vehicle Safety Guidelines Acknowledgement Form**

## **6.0 EVALUATION**

### 6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**  
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. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).
- b. **First Stage Evaluation:**  
Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be

used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
  - Informing Proposers of deficiencies in their initial Proposals;
  - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
  - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

**6.02 EVALUATION CRITERIA**

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	35
Proposer's qualifications relative to the preferred qualifications	30
Price of the goods or services	35
<b>Total</b>	<b>100</b>

**6.03 NEGOTIATIONS**

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of Work;

- b. The Contract price as it is affected by negotiating the statement of Work; and
- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract.

#### 6.04 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 Contract after the announcement of the notice of intent to award in order to complete its investigation.

### **7.0 INSTRUCTIONS TO PROPOSERS**

#### 7.01 APPLICABLE STATUTES AND RULES

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

#### 7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Proposers shall submit with their proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

#### 7.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. 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 Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

#### 7.04 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PCMM will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you are advised to consult the OUS procurement website, prior to Proposal submittal, to ensure 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 the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

#### 7.05 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink 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 Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

#### 7.06 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 192.501(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.

#### 7.07 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer’s responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method:

- Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

#### 7.08 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

#### 7.09 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer’s letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

#### 7.10 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU’s receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

#### 7.11 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

#### 7.12 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

#### 7.13 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

#### 7.14 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

#### 7.15 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

#### 7.16 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

#### 7.17 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

#### 7.18 PROPOSAL PREPARATION COST

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

#### 7.19 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

#### 7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.



**EXHIBIT A**  
**TERMS AND CONDITIONS / SAMPLE CONTRACT**



**SAMPLE CONTRACT FOR THE PURCHASE OF**  
**Crowd Management & Security Services**  
**CONTRACT NO. #DC169468P**

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Intercollegiate Athletics ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number DC169468P entitled Crowd Management, Donor Parking & Security Services and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

**A. CONTRACT TERM.**

This Contract is effective on August 1, 2014 and expires on July 31, 2015 (the Initial Term). This Contract may be renewed for five (5) additional, one (1) year Terms (each, a "Renewal Term"), or as otherwise allowed by law, through written amendment exercising the option to renew. The Initial Term and any Renewal Term may be referred to, collectively, as the "Term".

**B. TERMINATION.**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

**C. REMEDIES FOR CONTRACTOR'S DEFAULT.**

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or

in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## 2. STATEMENT OF WORK:

### A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract: management; training; supervision; staff; uniforms; badges; communication equipment; supplies; and replacement or substitute manpower and equipment in order to provide services for Intercollegiate Athletic Events, including, but not limited to, OSU home football games held at OSU's football stadium ("Stadium"). Services required under this Contract may be expanded to include other Intercollegiate Athletic Events such as basketball, volleyball, gymnastics, wrestling or other events, such as commencement, music events, etc., held at the OSU campus and will be charged at the same rate under this Contract. The Scope of Work for Services include, but are not limited to the following:

#### **STATEMENT OF WORK:**

##### a) Review and Knowledge of Event and Facilities

- i) Venue/event diagrams and event seating requirements for various OSU athletic facilities.
- ii) Schedule of event activities held at the OSU campus.
- iii) Staffing levels necessary for Services requested for the facilities, venues, and events where Services are provided.
- iv) Schedule of similar event activities by other clients that could present the inability to perform Services needed as requested in this Contract, including, but not limited to, sufficient staffing levels and quality and experience of staff provided.
- v) Event-specific policies and procedures, including alcohol policies and procedures.
- vi) Event-specific ticketing and credentialing policies for restricted access areas.
- vii) Methods of controlling restricted access areas.
- viii) Methods of controlling limited access areas.
- ix) Identification of key event/facility personnel.

##### b) Orderly Movement and Assembly of Patrons

Contractor shall provide to the OSU Director of Event Management or the OSU Director of Event Operations via email on a yearly basis, Contractor's documented systematic planning for and the supervision of the following:

- i) Methods of entrance including orderly assembly, movement and queuing of patrons.
- ii) Use of crowd control methods that take into account different human behaviors and include an orderly and disciplined processing and movement of patrons into the venue.
- iii) Any ticket taking that shall be coordinated with the queuing of patrons.
- iv) Adequate means of ingress and egress into the venue.

##### c) Risk Management

Contractor shall perform the following for managing and controlling any risk issues:

- i) Provide a risk assessment and risk mitigation plan for facilities, venues and events where Services are performed to the OSU Director of Event Management or the OSU Director of Event Operations via email.
- ii) Participate in pre-event orientations and review of assigned work area with the OSU Director of Event Operations.
- iii) Identify, mitigate, and report safety hazards to OSU Director of Event Management or OSU

- Director of Event Operations, including, but not limited to inoperative lighting, leaky faucets, toilet stoppages, broken or hazardous floor surfaces, or other property damage.
- iv) Operate and maneuver equipment in a safe manner.
  - v) Identify, mitigate and report any medical emergencies to the OSU Director of Event Management or OSU Director of Event Operations.
- d) Applicable Statutes, Rules, Policies and Procedures  
Contractor shall follow all applicable statutes, rules, policies and procedures in order to maintain law and order within the areas of assignment. Contractor shall maintain consistency with training and equipment so as not to unreasonably endanger property or personnel. Contractor shall enforce applicable Local, State and National legislation, and OSU policies and procedures (as amended), and shall provide supervision of trained personnel in order to prevent, when possible, crimes, including, but not limited to, theft, vandalism and assault. Contractor shall inform patrons of violations of laws, policies and procedures and the ensuing consequences. Contractor shall report any violations of law and policies and procedures to the OSU Director of Event Management or OSU Director of Event Operations, as well as report any problems not addressed in law, policies and procedures to OSU.
- e) Crowd Dynamics Management  
Contractor shall anticipate potential sources of danger in public gatherings, observe crowds and take steps to prevent disruption when and where possible, and be prepared to respond to disruption quickly and effectively when, and if, necessary. Contractor shall adjust to crowd demographics and anticipate crowd activities and behavior. Contractor shall monitor flow of crowd and identify changing crowd behavior and demeanor during duration of event. Contractor shall report potential crowd problems to the OSU Director of Event Management or the OSU Director of Event Operations.
- f) Contraband Screening  
Contractor shall conduct pre-admission screening of event patrons, in accordance with OAR 576-024, before entry to prevent any prohibited items (as defined by OSU) from entering a facility, venue or event. Pre-admissions screening shall be used to prohibit or reduce such items as weapons, dangerous objects, alcohol, drugs and other undesirable objects and substances from being introduced at the event. Screenings may also be requested of patrons after entry should there be suspicion of prohibited items having entered a facility, venue or event.
- g) Alcohol Monitoring  
Contractor shall provide Oregon Liquor Control Commission (OLCC) certified Alcohol Monitors to monitor crowds in areas serving alcohol pursuant to OLCC laws and guidelines and any applicable ORS and OAR. Monitoring shall include, but not be limited to, controlling any disorderly conduct or potentially violent behavior due to alcohol consumption, and removal of any patron in accordance with OLCC laws and guidelines or as deemed necessary by OSU.
- h) Assisting Patrons  
Contractor shall maximize accessibility to patrons, anticipate patron needs, answer questions or assist to find answers and respond to patron concerns or problems. Contractor shall provide direction to appropriate locations. Contractor shall provide escorts for OSU or other attending officials and dignitaries, as required, and shall cooperate with law enforcement, fire and medical officials when necessary. Contractor shall avoid arguments and physical contact with patrons.
- i) Conflict Identification and Mitigation  
Contractor shall identify any potential patron who is exhibiting disorderly behavior according to policies and procedures, and report to the appropriate person in the chain of command. Contractor shall identify and mitigate employee credentials/patron ticketing/patron seating problems.

j) Perform Communication Function

Contractor communication shall include, but not be limited to, the following:

- i) Utilizing excellent listening, verbal, non-verbal, and written communication techniques with patrons and all personnel associated with the event. This includes competency utilizing all communication equipment, utilizing correct event and facility terminology, recognizing non-verbal crowd communication and utilizing signage in the communication process.
- ii) Contractor employees shall report any communication breakdowns to Contractor supervisor.
- iii) Contractor shall, at all times, maintain the integrity of confidential information.
- iv) Contractor shall respond appropriately to all public address announcements.
- v) Contractor shall complete any required written documentation.
- vi) Contractor shall comply with all facility media relations policies.

k) Major Emergency Response

Contractor shall, at all times, maintain patron safety as a top priority. This shall include, but not be limited to, the following:

- i) Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. If such an event occurs, regardless of size, Contractor will summon appropriate response agencies and then notify the OSU Director of Event Management or the OSU Director of Event Operations in accordance with applicable orders and policies; assist in minimizing the effects thereof; permit individual patrons to leave if they wish; and assist in restoring the area to a safe condition.
- ii) Follow appropriate instructions applicable to fire, weather, earthquake, crowd incidents, terrorism, hazardous materials, transportation mishaps, and power loss. Participate in drills as required.
- iii) Perform other functions as necessary in the event of situations or occurrences such as civil disturbances, attempt to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of OSU, its employees, property, event patrons and the general public lawfully in buildings or on property under the control of OSU. Performance of other functions shall be consistent with security force training and equipment in a manner so as not to unreasonably endanger property, personnel and Contractor's personnel.
- iv) Prepare required orders, instructions, and incident reports, including reports on accidents and fires; and maintain and make available, upon OSU's request, all records in connection with the duties and responsibilities of the assignment.
- v) Respond to and investigate all alarm conditions and any other indications of suspicious activities within assigned areas.
- vi) Maintain the scene of a crime to protect evidence in accordance with established procedures.

l) Lost and Found

Contractor shall present lost and found articles to OSU in accordance with procedures issued by OSU.

m) Injury or Illness

Contractor shall obtain professional assistance from OSU or emergency personnel and/or contract 911 in accordance with OSU procedures in the event of injury or illness to event patrons. Contractor shall render First Aid and/or CPR if appropriate.

n) Perimeter Security

Contractor shall, at all times during the event, protect the perimeters of event nexus or other event apparatus to prevent access by patrons. Contractor shall identify situations which may increase patron's desire to access the event nexus or apparatus. Contractor shall act in accordance with OSU instructions for

maintaining patron's orderly conduct in accessing even nexus or apparatus, if allowed.

o) Donor Parking

Contractor shall review and have thorough knowledge of the following:

- i) Lot maps and donor parking requirements for OSU Football.
- ii) Schedule of home football games.
- iii) Staffing levels necessary for Services requested of lots where services are provided.
- iv) Lot specific policies and procedures, including special circumstances such as midweek games.
- v) Lot specific pass policies for restricted lots.
- vi) Methods of controlling restricted access to lots.
- vii) Identification of Key Personnel.

The Scope of Work includes any and all ancillary services, functions or responsibilities related to the scope of work that are normal, customary and incidental to the provision of such Services or that are sub-tasks of such Services, functions and responsibilities set forth herein, and are reasonably required for the proper performance and provision of such Services, functions and responsibilities, whether they are documented or not, including relationship and contract management.

### 3 KEY PERSONNEL

In addition to the staff required to perform the Services described in this Contract, the Contractor shall provide the following Key Personnel:

a) District Manager

The Contractor shall provide, at no cost to OSU, a designated District Manager who shall:

- i) Act on Contractor's behalf and be responsible for the overall management and coordination of this Contract with the OSU Contract Administrator.
- ii) Have full authority to act on behalf of Contractor.
- iii) Act as the Contractor's central point of contact with OSU.
- iv) Be present on-site during events when "command-post" operations are necessary.
- v) Be present on-site a sufficient amount of time at facilities, venues and events as requested by OSU to oversee the quality control of Contractor operations in accordance with the requirements of this Contract.
- vi) Be available to OSU within four (4) hours of a request.

b) Event Manager

The Contractor shall provide an on-site Event Manager responsible for the immediate supervision of all crowd management and security staff and responsible for the management of staff at events. The Event Manager will:

- i) Ensure all Services and staffing levels are provided in accordance with the requirements of the Contract or as requested by OSU.
- ii) Proactively manage crowds and security service operations.
- iii) Be on site and assist in developing and conducting training programs to enhance the effectiveness of Contractor's staff.
- iv) Provide to OSU a written report of any unusual security/safety concerns that may have occurred during an event.
- v) Be the single point of contact for event day operations and communications liaison with OSU, including, but not limited to, OSU Director of Event Operations and OSU Department of Public Safety, and law enforcement personnel, which may include the Federal Bureau of Investigation, Oregon State Police, City of Corvallis Police, County Sheriffs and other emergency providers.

c) Crew Supervisors

The Contractor shall provide unarmed, uniformed, fully trained crew supervisory employees, with a minimum of three (3) years' experience working for Contractor, who shall be directly responsible for the staff activities, including but not limited to, the following:

- i) Prior to the event, schedule and brief staff on assignments, location features, equipment and hazards.
  - ii) During the event, supervise staff by implementing the facility/event policies and procedures and ensure that staff actively maintains the safety of the facility and event while effectively managing the movement and activities of the patrons.
  - iii) During the event, assign back up qualified and trained supervision when leaving assigned areas for break times.
  - iv) At the conclusion of the event, Contractor shall debrief staff, ensure that equipment is returned properly and complete any required reporting to be provided to OSU's Director of Event Operations.
  - v) Assist facility or event administrators in providing service to patrons.
  - vi) Assist any emergencies.
  - vii) Assist OSU with managing of other Contractors.
- d) Contractor Employee Handbook  
Contractor shall create an employee handbook and, upon OSU's request, provide a copy to OSU's Director of Event Operations. This handbook shall include all necessary documentation from employee training as well as any maps of the OSU event facilities. The handbook should be tailored to be OSU specific and shall include, but not limited to the following: map of Reser Stadium with instructions on where ATM's are located, location of the ticket office, location of first aide, etc. The handbook shall assist Contractor's employees with the operation of events at OSU.

#### **4 STAFF TRAINING AND CERTIFICATIONS**

Training of all staff will be the responsibility of the Contractor. All staff shall be qualified to perform crowd management and security service duties as assigned. Contractor shall provide basic training as outlined in Training Content for all personnel assigned to OSU. During the 2014 season, OSU shall be notified of any impromptu training to be held by Contractor and shall be permitted to attend this training. Beginning January 1, 2015, OSU shall be notified of training sessions at least four (4) weeks in advance and OSU shall have the option to attend said training.

- a) Training Content  
All Contractor Personnel training shall, at a minimum, include the subjects listed below, the curriculum content of which shall be reviewed and approved by OSU prior to training:
- i) Orientation.
  - ii) The Basic Principles of Crowd Management and Security Services.
  - iii) Crowd Dynamics and Behavior.
  - iv) Public Relations and Cultural Awareness. Qualities, Appearance and Conduct of Crowd Management and Security Service Personnel.
  - v) Maintenance of Uniforms and Equipment.
  - vi) Communication and Incident Reporting.
  - vii) Role and responsibilities of OSU departments and law enforcement agencies engaged in Services and risk management, including but not limited to OSU Guest Services, OSU Department of Public Safety, OSU Office of Risk Management, Oregon State Police and other emergency personnel.
  - viii) Contractor's Drug/Alcohol Awareness Program.

- b) Applicable Statutes, Rules, Policies and Procedures
  - i) Overview of Applicable Oregon Revised Statutes and Oregon Administrative Rules. Includes Oregon Liquor Control Commission Statutes and Rules.
  - ii) Review of OSU Athletics Policies and Procedures.
  - iii) Review of OSU Athletics Event Management Plan and Procedures.
  - iv) OAR of approved Contraband Screening parameters and prior approval of techniques prior to staff training.
  
- c) Emergency Procedures
  - i) Responsive to Threats of Violence.
  - ii) Emergency Situation Response.
  - iii) HAZMAT Response.
  
- d) General Duties
  - i) Restricted Access Control.
  - ii) Contraband Screening.
  - iii) Alcohol Monitoring.
  - iv) Perimeter Enforcement.
  - v) Use of force related to violence.
  - vi) First aid/CPR/AED Defibrillator.
  - vii) Safety.
  
- e) Other
  - i) Violence in the Workplace.
  - ii) Sexual Harassment.
  - iii) Workplace Harassment.
  
- f) Supervisor and Management Training

The District Manager, Event Manager, and Crew Supervisors shall have an additional four (4) hours of Supervisor/Management training and shall have certifications from the Department of Public Safety Standards Training (DPSST).
  
- g) Alcohol Monitors

All Alcohol Monitor staff shall have certifications from the Oregon Liquor Control Commission (OLCC).
  
- h) Training Documentation

Contractor will provide to OSU's Director of Event Operations the training record of all personnel assigned to work an event (i.e. football, basketball, commencement, etc.) upon request.

This record will contain all certifications, annotations, and training conducted while the individual is assigned to the Contract, and how long the employee has worked at OSU events. In addition, any employee required to have specialized trainings or certifications in accordance with federal, state, or local laws including any ORS or OAR shall be required to be able to provide proof of training when requested by OSU or the authorities issuing such certifications (i.e. DPSST, OLCC certifications).
  
- i) Training Frequency

Staff must be trained to working an event at OSU. Staff returning to the same position and duties must receive refresher training annually which will consist of at least the same content as required above, but in a condensed format. Staff returning to different positions and duties must receive additional adequate

training for performing the Services associated with the different position and duties, including any trainings or certifications required by federal, state or local laws. Staffs who have returned after an absence of over one (1) calendar year must attend full training as required for new incoming staff members.

## **5 APPEARANCE AND CONDUCT OF EMPLOYEES**

All Contractor personnel shall maintain a well groomed, clean and professional appearance in accordance with OSU standards for OSU Guest Services employees. All facial hair must be properly groomed with no more than a two day growth.

### **b) Uniforms**

All Contractor staff shall wear Contractor issued uniforms while on duty. Uniforms will clearly display Contractor's name and identify Contractor staff as crowd management, security personnel, or alcohol monitors. Contractor shall provide visually differing uniforms for the various positions assigned (i.e. uniforms for different crowd management functions shall differ from security personnel, supervisors' uniforms shall differ from staff level personnel and personnel in the VIP areas shall have an enhanced appearance and uniform than those in the general seating areas). Staff with uniforms identifying them as security personnel or alcohol monitors must comply with the training and certifications required by ORS.

Each employee shall have a name badge with first name and last initial on his/her uniform top that is assigned on event day. Each employee shall also have an identification number included on their name badge, if this is a system that is used by the Contractor. The badge information must be documented indicating assignment to that specific individual employee and provided to OSU's Director of Event Operations upon request. Uniforms must be tucked in properly at all times.

In addition to the uniform provided by the Contractor, all of Contractor's staff are required to wear Khaki or Black slacks to complete the uniform. Jeans are not permitted. All staff uniforms and clothing shall be in good condition, clean, free of rips and wrinkles, with correct sizing and no sagging or bagginess.

All hats and caps must be Contractor-issued and similar in appearance. No personal hats and caps are allowed to be worn. Hats and caps must be worn appropriately with the bill forward and straight on the head. Hats may not be worn in VIP areas.

OSU shall have final approval of all uniforms for each location or type of event. OSU reserves the right to require that contractor remove any staff not meeting OSU standards for staff appearance.

Staff stationed in positions exposed to the weather must be provided with appropriate outerwear which meets the uniform requirements above. Outerwear must not inhibit the ability for patrons to identify an individual employee's identification and name badge or assigned numbers. All outerwear may be the same color with the exception of the Crew Supervisors. Crew Supervisors shall wear a different color which is easily identifiable.



b) Identification and Name Badge

All staff shall have sufficient identification for validating their personal identity (i.e. driver's license). Contractor shall provide an appropriate credential badge for each employee that shall be worn while on duty. Badge will indicate the contractor's name, the employee's first name and the initial of the last name and their ID number if an ID system is used by the Contractor. All venue staff and personnel must have their identification with them and their name badge clearly displayed at all times.

c) Staff Conduct

Contractor's staff shall conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing Services and in accordance with OSU Guest Services standards. While working at OSU, Contractor's Staff must behave in a professional manner, be courteous, and exercise tact and diplomacy in their contact with the Public. Inappropriate conduct will not be tolerated. Inappropriate conduct includes, but is not limited to, the following:

- i) Employee dishonesty or theft in any form.
- ii) Offensive, profane, or inappropriate language.
- iii) Loud, boisterous conduct and horseplay
- iv) The consumption of intoxicating beverages or use of illegal drugs or controlled substances while on duty or at any time on OSU property.
- v) Inattentive behaviors, including but not limited to, using personal cell phones, text messaging, amorous displays, or sleeping while on duty.
- vi) Damaging or misappropriating OSU property.
- vii) Smoking is not allowed on the Oregon State University campus effective Sept. 1, 2012.

The policy can be reviewed on line at:

<http://oregonstate.edu/smokefree/>

Contractor shall reassign or reprimand, up to dismissal, any employee after notification by OSU that such employee has engaged in unacceptable staff appearance or staff conduct. Upon request by OSU, the Contractor shall replace any staff member not performing the service according to this Contract.

If a Contractor's employee is found unacceptable, careless, incompetent, or otherwise objectionable and whose continued employment is not in the best interest of OSU, that employee shall be immediately requested to vacate the OSU premises and shall not be permitted to perform the Services or duties of this Contract.

Contractor staffs on break or at lunch are authorized to eat and/or smoke only in the designated areas. Contractor's staffs on break or at lunch, who are outside of the designated areas, must remove parts of their uniform identifying them as Contractor's staff. Contractor's staff who are in the facility or venue outside of the designated areas and in Uniform will be considered to be on duty and may be evaluated as such.

## 6 RECRUITMENT AND DOCUMENTATION

a) Recruitment

Contractor shall maintain an active recruiting, training and screening program sufficient to preserve the staffing requirements necessary for this Contract. Contractor shall also have an outlined process for active recruitment of students and local individuals for event staff.

Contractor may also utilize temporary employment agencies for recruitment

provided that recruitment from these agencies is performed well in advance and OSU is notified of Contractor's use of the agency. Staff recruited from temporary employment agencies must meet the same Contractor training requirements as any other recruited staff.

b) Staffing Levels

The OSU Director of Event Management, the OSU Director of Event Operations or other designated representatives of OSU will meet with the Contractor on a regular basis to evaluate and determine adequate event staffing levels for the upcoming events for the various Services needed. The Contractor will then have the responsibility to provide the requested staffing levels. Ratios for crew supervisory staff to general staffing shall be at a minimum 1:10 ratio. All Services requiring certified staffing levels must be in compliance with the applicable ORS or OAR (i.e. DPSST, OLCC).

Final staffing levels will be determined through discussions between Contractor and OSU Athletics. Historical staffing levels described below will be used as the minimum staffing requirement. Contractor must be able to meet this level of staffing. Contractor shall supply, at a minimum, 241 staff members for each football game consisting of the following:

- i) Bag Inspectors: 56
- ii) Bag Inspector Supervisor Staff: 7 (Gates A,B,C,D, E, F and G)
- iii) Gate Directors: 16 (help to facilitate patrons to open gates)
- iv) Ushers: 140
- v) Usher Supervisors: 6
- vi) Alcohol Monitors: 18 Club Level
- vii) Parking Staff: 32
- viii) Parking Supervisors: 2
- ix) Gate Set-Up Staff: 7 (Set up tables, barricades, and flag lines at gates starting five (5) hours prior to game start time. After set up is completed, available staff members can be moved to other positions).
- x) Extra staff, if requested by OSU, to fill additional positions due to low staff availability of OSU Guest Services. If extra staff are needed OSU will give Contractor a minimum of 48 hours notification prior to the event.
- xi) Game Day Managers: 2 (one manager must be in the Command Center at all times). The OSU Director of Event Management and the OSU Director of Event Operations will communicate with the Contractor on a weekly basis during the current football season and in the months leading up to the current season to evaluate and determine adequate event staffing levels for the upcoming events for the various Services needed. The Contractor will then have the responsibility to provide the requested staffing levels. Ratios for crew supervisory staff to general staffing shall be at a 1:10 ratio. All Services requiring certified staffing levels must be in compliance with the applicable ORS or OAR (i.e. DPSST, OLCC). OSU will not be fiscally responsible for more than 105% of the determined number of personnel. Any personnel the contractor employs in excess of the 105% to ensure 100% event coverage will be the fiscal responsibility of the Contractor.

Truax Pre-game Tailgate:

- xii) Bag Checkers: 6
- xiii) Alcohol Monitors: 2
- xiv) Supervisor: 1
- xv) Door Monitors: 2

c) Staff Consistency and Experience

Contractor shall maintain and assign the same staff in a consistent manner to the

same positions and duties throughout the Contract Term. No more than fifteen percent (15%) of staffing shall be inexperienced or new staff for OSU events. Contractor shall disclose at the beginning of each Contract renewal period any Services provided to other clients in Oregon where a schedule of similar event activities could inhibit the quality of Services provided in this Contract and how the quality of Services will be maintained due to increased staffing levels for competing clients, including but not limited to providing sufficient experienced staffing levels.

d) Temporary Staffing

Contractor shall disclose via email to OSU's Director of Event Operations, at a minimum of two (2) weeks prior to the event, the use of temporary staffing for meeting the required staffing levels at any time. All temporary staffing shall comply with training and certification requirements outlined in the Staff Training and Certifications section of this Contract.

e) Criminal Background Checks

All Contractor's directors and officers, and any employees, current, future and temporary, assigned under this Contract may not have any felony convictions or misdemeanor convictions including crimes of moral turpitude (i.e. theft, embezzlement, sex crimes, crimes against persons) or violence (i.e. assault or battery), as documented by current and up to date criminal background checks. Hiring shall be contingent upon successfully passing a criminal background check.

f) Drug Screening

Staff assigned to work under this Contract shall not be under the influence of drugs. Contractor must have a plan in place for screening applicants for drug use and random screening of staff once employed.

g) Personnel Documentation

Contractor will maintain Criminal Background Check and drug screening documentation in personnel files indicating that the prerequisites above have been fully met prior to Contractor employees working at OSU. Contractor certifies that all directors and officers and any staff assigned to work under this Contract have successfully passed the criminal background check based on the criteria provided above and the drug screening. OSU reserves the right to request any documentation for confirmation of successfully passing a criminal background check of all Contractor's directors, officers and employees. Contractor shall not assign staffs to work under this Contract who have not successfully passed a criminal background check.

## 7 EQUIPMENT

a) Equipment

Contractor shall equip all key personnel on duty with two-way radios, including back-up crew supervisors. Contractor will establish and maintain radio communication with OSU throughout all events and the Event Manager shall be available by cell phone communication at all times. Contractor shall have a minimum of 10% replacement radios on hand to assure that an adequate number of units is maintained at all times.

OSU will furnish to Contractor, a list of FCC-licensed operating frequencies in use for the event and permit Contractor to program Contractor-owned equipment for compatibility and use during events. Additional equipment that must be available, if requested, includes hand held metal detector wands, black

lights, stamps and ink pads. Equipment must be provided at no cost to Contractor's employees.

Contractor Event Manager and OSU Director of Event Operations in Stadium Command Center will exchange radios or make radio communication audible/available to all Command Center Key Personnel (Corvallis Fire Medical Supervisor, Oregon State Police Site Commander, and each other).

Contractor shall, within two (2) days of receiving a request from OSU, provide to the OSU Director of Event Operations an equipment list for parking via email. The list would include all equipment that the Contractor will be furnishing their employees (i.e. vests, traffic wands, radios).

b) OSU Golf Carts

Contractor may use OSU golf carts under the terms and conditions of "OSU SAF 211: Golf Cart/Utility Vehicle Policy". Golf cart drivers must fill out and submit the OSU "Driver Authorization Form" available from the OSU University Motor Pool website. The OSU Driver Authorization Policy and Driver Authorization Form (pdf) for "outside agencies" can be found at:

<http://motorpool.oregonstate.edu/drivers/authorization>. The Driver Authorization form must be approved by OSU's Motor Pool prior to driving an OSU Golf Cart. The Contractor shall act in accordance with sound industry practices to safeguard and protect OSU property against abuse, damage, theft, loss, or any other such incidents. Contractor shall be responsible for damages to OSU property caused by Contractor. OSU property shall be used only for official university business while performing duties required pursuant to this Contract.

## 8 EFFICIENCY OF CONTRACTOR

Contractor is expected to handle the staffing and issuing of equipment in an efficient manner. Since billing is based on an hourly rate, the following shall apply:

a) Staff Transportation Cost and Parking

Any costs associated with transportation of non-local personnel to an event must be discussed with and approved in advance of the event by OSU if Contractor intends OSU to assist in payment of those costs. However, Contractor should not expect OSU to assist in payment of these costs unless last minute changes by OSU necessitate these costs. Contractor is expected to be able to recruit local staff or provide additional staff from other areas at their own expenses to meet the required number of positions and staffing levels required for events.

All parking requirements for staffing are the responsibility of Contractor or Contractor's employees. Four (4) complimentary parking passes in reasonably close proximity to Gill Coliseum will be provided to Contractor for management or use as they see fit. Any bus parking must be arranged in advance with OSU Athletic Department and may not be available on campus other than to load and unload staff.

b) Call in Times

Call in times of personnel shall be as close to the beginning of the start of the actual performance of their job as possible. Check out and return of equipment shall be done in an efficient manner as well. For Intercollegiate Athletic Football Events, contractor personnel that do not have specific assigned duties requiring Services after the teams leave the playing area after the event, shall be able to be checked out and taken off the clock within twenty (20) minutes following a football game. Official game time recorded by the OSU sports information

department will determine the time at the end of the event. This time shall be not be more than fifteen (15) minutes after the conclusion of any other event. Inefficient methods of sign in , duty assignment, and issuing of a uniform and equipment by the Contractor shall not create additional costs for OSU.

c) Preparation

For Intercollegiate Athletic Events, Contractor will be responsible for preparing check-in/sign-in sheets, assignment, location placement, Crew Supervisor's game day informational packet, event brief sheets, and any game-related material. The names of all game day staff will be due to OSU Director of Event Operations (via email) no later than the close of business day two (2) days prior to the event (i.e. Thursday at 5:00pm preceding a Saturday event).

For other events, OSU shall determine preparation information based upon type of event, not to exceed those requirements described above for Intercollegiate Athletic Events.

d) Check In and Report for Duty

All Contractor staff, including supervisory and management staff, shall check-in/sign-in and report for duty prior to the start time of events as determined by OSU's Director of Event Operations. For Intercollegiate Athletic Events, upon completion of all staff check-in/sign-in, Contractor shall immediately provide copies of check-in/sign-in sheets to OSU's Director of Event Operations. Check-in/sign-in sheets shall be consistent with the OSU standards for check-in/sign-in and shall include data listing all game day staff previously provided as indicated in 7.3 of this section, signatures of staff, credentials, proof of valid identification, badge number, any numbered uniform assignments, location placement, and assigned supervisor. Any staff reporting for duty that was not previously reported as indicated in 7.3 of this section shall be noted as "add-ons" and shall include the same data as those previously reported, including confirmation of trainings as described in the Staff Training and Certification Section.

## 9 SERVICE LEVELS

a) Contractor Performance Audit

Contractor shall hire at its own expense, an independent third party to conduct undisclosed unscheduled performance audits of Contractor's staff. One audit will be performed in the first half of the season and one audit will be performed during the second half of the season. The independent third party auditor will choose which games to audit and will not notify Contractor or OSU which games will be audited ahead of time. These performance audits shall include those items identified as service level requirements set forth in Schedule B to this Contract. Contractor will provide to OSU's Director of Event Management and OSU's Director of Event Operations the results of the Performance Audit within one week following the event. OSU reserves the right to require Contractor remove and not utilize, for future events, any staff that is found to exhibit poor performance and/or have violated policies and requirements set forth in this Contract, which are found during the third-party audit.

b) Negotiation of Service Levels

Contractor shall perform the Services in accordance with the service levels to be negotiated in good faith by the parties as soon as reasonably practicable after the execution and delivery of this Contract by the parties. The parties will attach such Service Levels to this Contract as **Amendment #1**.

- c) Proactive Account Management  
Contractor will proactively manage issues in a manner that results in all tasks required to be performed pursuant to this Contract being performed on time and without undue delay, interruption, or inconvenience to OSU.
- d) Continuous Improvement  
Contractor shall, on a continuous basis, (i) identify ways to improve Services and the Service Levels and (ii) identify and apply proven techniques and tools from other installations within its operations, or from other clients of Contractor, that would benefit OSU either operationally or financially. Contractor shall, from time to time, provide OSU with updates with respect to such applicable best practices, improvements, techniques and tools.
- e) Periodic Performance Review  
Contractor shall participate in a performance review at the end of each season, or reviews at such other intervals requested by OSU to assess Contractor's overall performance under and compliance with this Contract, including its operational and financial performance and to discuss any suggestions for process or Service improvements, any updates to OSU's requirements. The review shall be performed to coincide with fiscal reporting cycles to the extent practicable. To the extent that either party identifies any issues, Contractor shall work in good faith to resolve such issues as soon as reasonably practicable, and shall provide periodic updates to OSU from time to time regarding the progress of the resolution of such issues.
- f) Transition Services  
In connection with the termination or expiration of this Contract, during any transition of Services from Contractor to a third-party vendor selected by OSU, whether during the Term or thereafter (the "Termination Assistance Period"), Contractor at all times shall provide assistance and ongoing support for OSU to effectuate a smooth transition and to avoid undue delay, interruption, or inconvenience to OSU, Contractor shall provide all such Services in a professional manner with high quality, and shall continue to respond to questions from OSU on an "as needed" basis.

#### ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

## 10 RATES AND PAYMENT:

### A. RATES:

In consideration of Contractor providing the Services under this Contract, OSU will pay to Contractor the hourly rates set forth in the attached Schedule A, which is attached hereto, and by this reference incorporated herein. The hourly rates due under this Contract shall be invoiced to OSU. There will be no increase to the hourly rates during the Contract Term or Renewals.

### B. EXPENSES:

Except as expressly set forth in this Contract, all costs and expenses relating to the Services are included in the rates set forth in such **Schedule A** and will not be charged to or reimbursed by OSU.

C. INVOICES:

Contractor will invoice OSU following an event for the amounts due by OSU under this Contract. Each invoice will be denominated in U.S. dollars and provide the following:

- i) The Contract number;
- ii) A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- iii) Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- iv) The total amount due and the payment remittance address.

OSU may reasonably request to verify the amounts in the invoice, including, but not limited to, individual staff check-in/sign-in documents. Contractor will send invoices to OSU's Director of Events Operations via email.

OSU reserves the right to review and audit any invoice received from the Contractor and request contact information for all personnel listed as working an event. Copies of all check in/sign in forms shall be provided to OSU's Director of Event Operations or Director of Event Management no later than the completion of an event.

OSU shall pay Contractor for services performed at the prices and rates specified in Schedule A. which is attached hereto, and by this reference incorporated herein. . Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

D. DISPUTED CHARGES

OSU may withhold payment of any portion of an invoice that it disputes in good faith. No later than ten (10) days after the date of which such withheld expenses are due, OSU will provide Contractor with a statement specifying the portion of hourly rates or expenses being withheld and a reasonably detailed explanation of the reasons for withholding such expenses. Whenever OSU withholds payment of a disputed portion of any invoice, the parties will negotiate expeditiously and in good faith to resolve any such disputes. The existence of any payment disputes will not limit or otherwise affect Contractor's obligations under this Contract, including, but not limited to, Contractor's obligations to provide the Services or to comply with the appropriate service levels. Neither the failure to dispute any fee or other amounts prior to payment thereof nor the failure to withhold any amount will constitute, operate or be construed as a waiver of any right OSU may otherwise have to dispute any fee or other amount or to recover any amount previously paid.

E. ADMINISTRATIVE FEE.

Contractor shall pay OSU Procurement, Contracts, and Materials Management an administrative fee of **1%** of the total gross revenue from the Contract. Total gross revenue includes any business generated from OSU or other public agencies using this under a permissive cooperative procurement. Administrative fee payments shall be made quarterly in arrears no later than 45 days after the end of each quarter, made payable to "OSU PCMM" and mailed to 644 SW 13<sup>th</sup> Street, Corvallis OR 97333. Payment shall include a report indicating Contractor's calculation of the gross revenue and the administrative fee. This administrative fee is designed to be invisible to the end users in that they will not see it as a separate, additional charge.

11 **INSURANCE:**

- a) **GENERAL LIABILITY INSURANCE.**  
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2 Million per occurrence and \$4 Million aggregate. Such insurance policy is to be issued by an insurance company 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 OSU. OSU and the Oregon University System, their officers, employees and agents shall be included as additional insured in said insurance policy.
- b) **PROFESSIONAL LIABILITY INSURANCE.**  
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.
- c) **AUTOMOBILE LIABILITY INSURANCE.**  
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.
- d) **PROPERTY INSURANCE.**  
The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.
- e) **PRIMARY COVERAGE.**  
Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.
- f) **WORKERS' COMPENSATION.**  
The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract 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.
- g) **CERTIFICATES OF INSURANCE.**  
As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- h) **NOTICE OF CANCELLATION OR CHANGE.**  
Contractor 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 Contractor or its insurer(s) to OSU's Contract Administrator. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to OSU.

**12 INDEMNIFICATION:**

**A) INDEMNITY**

Contractor shall indemnify and hold harmless OSU, the Oregon State Board of Higher Education and their respective officers, board members, employees, agents and other



representatives against claims, expenses, or losses: (i) that result from Contractor's negligence, wrongful acts or willful misconduct, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.

Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

**B) DEFENSE**

Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

**13 LAWS AND POLICIES:**

**A. APPLICABLE LAW; JURISDICTION AND VENUE.**

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

**B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.**

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable policies of the Oregon University System and OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance

Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

#### C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for a contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

#### D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under

Oregon Public Records Law (ORS 192.410-192.505).

**E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.**

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**F. FIREARMS POLICY.**

The State Board of Higher Education has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on Board-owned or Board-controlled property.

**G. PARKING.**

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

**H. SEXUAL HARASSMENT POLICY.**

The State Board of Higher Education has adopted policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

**I. SMOKING POLICY.**

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

**J. WEBSITE ACCESSIBILITY.**

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

**14 GENERAL TERMS AND CONDITIONS:**

**A. ORDER OF PRECEDENCE.**

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

**B. NO THIRD PARTY BENEFICIARY.**

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

**C. ASSIGNMENT/SUBCONTRACT/DELEGATION.**

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

#### D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

#### E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, the federal government, and their duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

#### F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU, Oregon University System, or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU, Oregon University System, or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

#### G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

#### H. NOTICE.

a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.

b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate

facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

<u>OSU Contract Administrator</u> OSU PCMM ATTN: Donna Cain Contract Administrator 644 SW 13 <sup>th</sup> Street Corvallis, OR 97333 Telephone: (541) 737-4261 Fax: (541) 737-2170 Email: <a href="mailto:pacs@oregonstate.edu">pacs@oregonstate.edu</a>	and:	<u>OSU Departmental Administrator</u> Jason O'Quin Director of Event Management 100 Gill Coliseum Corvallis, OR 97333 Telephone: 541-737-9379 Email: <a href="mailto:jason.o'quin@oregonstate.edu">jason.o'quin@oregonstate.edu</a>
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CONTRACTOR Contract Administrator  
[Name]  
[Title]  
[Address]  
[City, State, Zip]  
Telephone: [Phone Number]  
Fax: [Fax Number]  
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

**M. PERMISSIVE COOPERATIVE PROCUREMENTS.**

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any purchases pursuant to this Contract by a public agency other than OSU are directly between the Contractor and the public agency and the obligations and rights of OSU under this Contract, except for the Administrative Fee (which shall be paid to OSU and not to the other public agency), are that of the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

**N. EXECUTION AND COUNTERPARTS.**

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**O. SURVIVAL.**

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

**P. SEVERABILITY.**

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

**Q. MERGER.**

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

**15 CERTIFICATIONS AND SIGNATURES:**

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

D. Pursuant to ORS 305.385(6), Contractor, to the best of the person's knowledge, is not in violation of any tax laws described in 305.380(4).

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

**CONTRACTOR:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**OSU:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title  
\_\_\_\_\_

**SCHEDULE A  
HOURLY RATE SHEET**

<b>TERM</b>	<b>FOOTBALL ONLY (Rate per hour)</b>	<b>ALL OTHER EVENTS (Rate per hour)</b>
<b>August 1, 2014 – July 31, 2015</b>		
<b>August 1, 2015 – July 31, 2016</b>		
<b>August 1, 2016 – July 31, 2017</b>		
<b>August 1, 2017 – July 31, 2018</b>		
<b>August 1, 2018 – July 31, 2019</b>		



**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**

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**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 Request for Proposal and all Exhibits and Addenda to the 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 Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

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

- agrees  
 disagrees

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone:(\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_ Fax:(\_\_\_\_)\_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation     Partnership     LLC     Sole Proprietorship     Non-Profit

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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**EXHIBIT D  
HOURLY RATE SHEET**

<b>TERM</b>	<b>FOOTBALL ONLY (Rate per hour)</b>	<b>ALL OTHER EVENTS (Rate per hour)</b>
<b>August 1, 2014 – July 31, 2015</b>		
<b>August 1, 2015 – July 31, 2016</b>		
<b>August 1, 2016 – July 31, 2017</b>		
<b>August 1, 2017 – July 31, 2018</b>		
<b>August 1, 2018 – July 31, 2019</b>		

**EXHIBIT F**  
**SAMPLE**  
**OSU GOLF CART/UTILITY VEHICLE POLICY**

## **211: Golf Cart/Utility Vehicle Policy**

Safety Policy & Procedure Manual  
Section 200: Workplace Safety  
Effective: 12/06/2005

### **Purpose**

To establish standards for to the safe operation and use of Golf Cart/Utility Vehicles at Oregon State University.

### **Background Information**

Departments at Oregon State University provide Golf Cart/Utility Vehicles to employees so they may fulfill their job related duties. Golf Cart/Utility Vehicles are used to transport equipment and people, patrol the campus grounds, and for campus maintenance activities. This policy establishes consistent standards regarding:

- Vehicle Operating Standards,
- Department & Driver Responsibilities,
- Operator Requirements & Standards
- Golf Cart/Utility Vehicle Condition and Standard Safety Features, and
- Accident Reporting Procedures.

Compliance with these standards will ensure the safe operation of these vehicles for the campus community; including Golf Cart/Utility Vehicle drivers, vehicle operators, cyclists, and pedestrians.

### **Policy**

Golf Cart/Utility Vehicles owned by Departments at Oregon State University may only be used for official department/University business by university employees, student employees, and university approved volunteers who are associated with a university department. Golf Cart/Utility Vehicles may not be used for personal business such as unauthorized home-to-office travel, which will be considered vehicle misuse.

Knowledge of and compliance with applicable state laws, rules, regulations and policies are the responsibility of the driver and noncompliance may result in suspension of user privileges.

### **Procedures**

#### **Vehicle Operating Standards**

- Golf Cart/Utility Vehicle operation is governed under Oregon Revised Statutes and operators are subject to the rules of the road, including stopping, turning and safe operation. Golf Cart/Utility Vehicle operators observed in violation of these rules can be cited by the police. Oregon State Police on campus are responsible for enforcing these statutes.
- Drivers must have a valid Oregon drivers' license with a satisfactory driving record, an updated drivers' authorization on file with the OSU Motor Pool and their administrative unit, and no major traffic offenses.
- Golf Cart/Utility Vehicles are to be operated at speeds no greater than 15 MPH or as safety concerns demand. Operators should always consider the terrain, weather conditions, and existing pedestrian and vehicular traffic, which may affect the ability to operate the Golf Cart/Utility Vehicle safely.
- Golf Cart/Utility Vehicle operators will stop at all "blind intersections" and then proceed with caution.
- Golf Cart/Utility Vehicles will be operated only within the confines of University property.
- Golf Cart/Utility Vehicles may only cross

- 35th street at Jefferson and Campus Way (No Golf Cart/Utility Vehicle will be driven on 35th Street).
- Western Blvd. at 26th Street. Golf Cart/Utility Vehicles may only travel on Western Blvd. between Reser Stadium and 17th Street.
- Golf Cart/Utility Vehicles are not to be driven on any landscaped area unless it is the only available way to gain access to the specific area where work is being performed. If the Golf Cart/Utility Vehicle must be on a landscaped area in order to allow a pedestrian(s) the proper right-of-way, it should be brought to a full stop, then immediately returned to the designated driving surface as soon as the area is clear.
- Golf Cart/Utility Vehicles will be operated in such a manner that they do not impede or interfere with normal pedestrian or vehicular traffic flow on sidewalks, ramps or roadways. In that respect, Golf Cart/Utility Vehicles will be operated on service drives and roadways whenever possible, rather than on sidewalks designed primarily for pedestrian use.
- Golf Cart/Utility Vehicles will be operated with the utmost courtesy, care, and consideration for the safety of pedestrians.
- Pedestrians will be given the right-of-way at all times.
- Golf Cart/Utility Vehicles will not be parked:
  - in Fire Lanes
  - in metered parking spaces
  - in DMV Disabled Parking
  - in Reserved Parking
  - within 20 feet of the main entrance/exit of any building in any manner that would impede the normal flow of pedestrian traffic

## University Department Administrative Responsibilities

### Supervisor Responsibilities

- Supervisors will assure that each employee in their department, who operates a Golf Cart/Utility Vehicle, is properly advised of this policy.
- Supervisors are responsible for obtaining a signed copy of the [Golf Cart/Utility Vehicle Safety Guidelines Acknowledgement form](#) from each employee in their department who operates a Golf Cart/Utility Vehicle, attesting to the employee's knowledge and understanding of, and agreement to abide by, the Golf Cart/Utility Vehicle policy. This signed Acknowledgement must be completed and placed in the employees personnel file, prior to the employee driving a Golf Cart/Utility Vehicle.
- Drivers must have a valid Oregon drivers' license with a satisfactory driving record, an updated drivers' authorization on file with the OSU Motor Pool (and in the administrative unit), and no major traffic offenses.
- Departments should provide a minimal amount of hands on training prior to an employee driving a Golf Cart/Utility Vehicle.
- Departments will implement procedures for the control of Golf Cart/Utility Vehicles registered to them. Such procedures may include the use of a "sign-out log" for keys.

### Employee/Operator Requirements & Standards

- No one under the age of eighteen (18) will operate a Golf Cart/Utility Vehicle.
- Golf Cart/Utility Vehicle operators are responsible for the security of ignition keys during the time that a Golf Cart/Utility Vehicle is assigned to them. Any time a Golf Cart/Utility Vehicle is unattended, the ignition will be turned off, and the key will be removed from the ignition and kept in the possession of the authorized operator.
- Golf Cart/Utility Vehicle operators are not permitted to drive while wearing devices that impede hearing, e.g., stereo headsets, earplugs, etc.
- All passengers must be in seats designed for such use. No passengers are allowed to be transported in the truck beds or on the sides of Golf Cart/Utility Vehicles with the exception of the transport of an injured person secured on a backboard.
- Cell phone usage while driving a Golf Cart/Utility Vehicle is prohibited.
- Employees will not operate Golf Cart/Utility Vehicles registered to other departments unless the supervisor of the department to which the Golf Cart/Utility Vehicle is registered has granted prior approval.

### Golf Cart/Utility Vehicle Condition and Standard Safety Features

- Golf Cart/Utility Vehicles owned by OSU Departments will be equipped and maintained with working headlights, and taillights (two red lights, one each located on the opposite sides at the rear of the Golf Cart/Utility Vehicle that stay on during night operations).
- Golf Cart/Utility Vehicles' physical condition should appear to be new condition (no dents, dings, cracked fenders, etc.)
- Golf Cart/Utility Vehicles purchased prior to 8/1/2005 or Golf Cart/Utility Vehicles donated for events without headlights and/or taillights are to be used only during day time operations.
- Electric turn signals are required for night time operation; hand signals suffice for day time operation.
- Golf Cart/Utility Vehicles will be equipped with a working horn or bell and a "Slow Moving Vehicle" sign.
- Golf Cart/Utility Vehicles will not be modified in any manner that affects the recommended mode of operation, speed or safety of the Golf Cart/Utility Vehicle.

### **Golf Cart/Utility Vehicle Maintenance Responsibility**

- Each Golf Cart/Utility Vehicle operator is responsible for providing timely notification of safety and maintenance concerns to the supervisor of the department to which the Golf Cart/Utility Vehicle is registered.
- Supervisors will be responsible for seeing to the timely repair of such concerns and, if the Golf Cart/Utility Vehicle cannot be operated safely without said repairs taking place, the Golf Cart/Utility Vehicle will be taken "out of service" until the repairs are completed.
- The department of ownership is responsible for the cost of maintenance of the Golf Cart/Utility Vehicles.
- The department of ownership is responsible for the cost of repairing damage to the Golf Cart/Utility Vehicle caused by regular use or an unpreventable accident.
- The department of ownership is responsible for the cost of repairing damage to the Golf Cart/Utility Vehicle caused by misuse, abuse or a preventable accident.
- The department of ownership is responsible for maintaining the Golf Cart/Utility Vehicles' condition so that the cart/vehicle's appearance looks to be in new condition (no dents, dings, cracked fenders, etc.)

### **Accident Reporting Process**

- All accidents involving a Golf Cart/Utility Vehicle will be reported immediately to the supervisor of the department to which the Golf Cart/Utility Vehicle is registered and to the Department of Public Safety/Oregon State Police, regardless of whether property damage or personal injury occurred.

### **Policy Variance Procedure**

- If a department administrator believes that a variant of a portion of the Golf Cart/Utility Vehicle is warranted, she or he should submit their request for a variance to the Director of Public Safety. If the Director of Public Safety determines that the requested variance is in line with the spirit of this policy, a variance may be granted. If such a variance is granted, the Director of Public Safety will inform the Safety Committee that such a variance has been granted and provide the Committee with the rationale for the variance. The Safety Committee shall take into consideration the Director of Public Safety's comments as to whether future similar variances are appropriate as an impetus to revise the Golf Cart/Utility Vehicle Policy.

**EXHIBIT G**  
**SAMPLE**  
**OSU GOLF CART/UTILITY VEHICLE SAFETY GUIDELINES**  
**ACKNOWLEDGEMENT FORM**

**OSU Golf Cart/Utility Vehicle Safety Guidelines Acknowledgement Form**

Employee Name (print): \_\_\_\_\_

ID Number: \_\_\_\_\_

Department: \_\_\_\_\_ Phone: \_\_\_\_\_

DL#: \_\_\_\_\_ State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

By signing below I acknowledge that: (please check all that apply)

\_\_\_\_\_ I have read and understand the [Golf Cart/Utility Vehicle Safety Guidelines](#)

\_\_\_\_\_ I understand the hazards associated with driving a Golf Cart/Utility Vehicle and agree to abide by the safety guidelines.

\_\_\_\_\_ I have been provided with the opportunity to ask questions related to these guidelines.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Supervisor Signature Date

**The completed form is to be kept on file in the Office of Environmental Health & Safety.**

Environmental Health & Safety  
130 Oak Creek Building  
Corvallis, Oregon 97331-7405  
(541) 737-2273