



**REQUEST FOR PROPOSAL
No. DC169962P**

Event Parking Lot Attendant Services

PROPOSAL DUE DATE AND TIME:

May 22, 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 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date April 18, 2014
- Deadline for Requests for Clarification or Change May 7, 2014 (2:00 pm, PT)
- Proposal Due Date and Time May 22, 2014 (2:00 pm, PT)

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

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

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
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 to take over event and game day parking for Athletic sponsored events. These are primarily Football home games but can be expanded to include home men's basketball games, concerts, special events (e.g. commencement), and post season. Oregon State University Athletics has two types of football game day parking. This RFP focuses on the "pay by game" lots that are on campus. There are approximately seven (7) home football games per year that range in start times from 12pm – 8pm and occasionally one falls on a

midweek day. Parking for these home games runs from 7am till the start of the game. The only exceptions are for midweek games where a condensed model is used. The types of pay lots vary in price based on proximity to the stadium and range from \$15-\$40. Pay Parking also includes collecting for the limited ADA parking around the stadium as well as the designated spots sold for the structure. Bus parking and RV parking the day before are also included in this RFP.

2.02 BACKGROUND

In the past, Oregon State University Athletics used student groups to maintain and collect parking revenue. As the program has developed it has come to the point that the staff must be upgraded and better protocols need to be put in place.

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, 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 must be able to provide a "Quality/Loss Control Plan" to describe how they will assist OSU to control and eliminate the following:
 - Loss from theft
 - Poor money handling
 - User error
- b. Contractor will have the capability to hire, train, and maintain staff.
- c. Contractor will provide necessary equipment as listed in the sample contract, Exhibit A.
- d. Contactor will have a minimum of two (2) years of parking experience in large events, involving staff of sixty (60) or more members.

4.02 PREFERRED QUALIFICATIONS

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

- a. Contractor will have prior experience with collegiate athletic events. Prior experience with large sporting events (e.g. NFL, NBA, MLB, soccer) and large, non-athletic events (e.g. concerts) is acceptable.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL

Submit one (1) original hard copy Proposal and four (4) duplicate copies. Original should contain original signatures on any pages where a signature is required. 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.

Proposers must submit the following information:

- Description of how the goods or services offered specifically satisfy the statement of work described in Section 3.
- Provide a detailed "Quality/Loss Control Plan" as stated in Section 4.0, paragraph 4.01.
- Detailed information about how the Proposer meets the minimum qualifications described in Section 4.
- Detailed information about how the Proposer meets the preferred qualifications described in Section 4.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Hourly Rate Sheet, fully completed (not "Schedule A" in the sample contract).

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	20
Proposer's qualifications relative to the qualifications	35
Price of the goods or services	25
Quality/Loss Control Plan	<u>20</u>
Total	100

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. Proposals must be submitted via the following method. **NO EMAIL OR FAXED PROPOSALS WILL BE ACCEPTED.**

- 1) 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 (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be 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. Any risks associated with physical delivery 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
Event Parking Lot Attendant Services
CONTRACT NO. #DC169962P

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 Invitation to Bid number DC169962P entitled Athletics Pay Parking and Contractor was selected as the Bidder 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; 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, post season events, or other events, such as commencement, music events, etc., held at the AOSU 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:

SCOPE OF WORK:

a) Review and Knowledge of Campus and Parking Facilities

- i) Map Lots and parking requirements for various OSU parking lots.
- ii) Schedule of event activities held at the OSU campus.
- iii) Staffing levels necessary for Services requested for the facilities and vents 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 policies for restricted access areas.
- vii) Methods of controlling access.
- viii) Identification of key event/facility personnel.

b) Fee Collection

- i) Collect all revenue associated with Football game day and other OSU event parking. To include collecting for ADA parking, Bus parking, and RV parking along with general cars.
- ii) Keep detailed logs (e.g. cashier reconciliation forms) of money in and out to be checked versus receipts in and out. Contractor should give a copy of each events log to Director of Event Management within 5 business days after the event.
- iii) Two payments each OSU event will be made payable to OSU Athletics for all revenues collected that exceed expenses and the scope of this contract. A detailed account will need to be accompanied with each payment to verify with OSU Athletics and the Director of Event Management.

c) Orderly Movement and Assembly of Patrons

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

- i) Methods of entrance including orderly movement and queuing of cars.
- ii) Use of traffic control methods that take into account different human behaviors and include an orderly and disciplined processing and movement of patrons into the lots.
- iii) Any parking fee taking that shall be coordinated with the queuing of patrons.

d) Risk Management

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

- iv) Participate in pre-event orientations and review of assigned work area with the OSU Director of Event Management.

- v) Identify, mitigate, and report safety hazards to OSU Director of Event Management
 - vi) Operate and maneuver equipment in a safe manner.
 - vii) Identify, mitigate and report any medical emergencies to the OSU Director of Event Management.
- e) 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, as well as report any problems not addressed in law, policies and procedures to OSU.
- f) 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 avoid arguments and physical contact with patrons.
- g) 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 complete any required written documentation.
- h) Lost and Found
 Contractor shall present lost and found articles to OSU in accordance with procedures issued by OSU.
- i) 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.

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 a sufficient amount of time at facilities and events as requested by OSU to oversee the quality control of Contractor operations in accordance with the requirements of this Contract.

- b) Event Manager
The Contractor shall provide an on-site Event Manager responsible for the immediate supervision of all parking attendants staff and be 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) Be on site and assist in developing and conducting training programs to enhance the effectiveness of Contractor's staff.
 - iii) Be the single point of contact for event day operations and communications liaison with OSU Director of Event.

- c) Crew Supervisors
The Contractor shall provide uniformed, fully trained crew supervisory employees, with a minimum of two (2) 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) Prior to the event, setup any necessary equipment need such as barricades, cones, etc.
 - iii) During the event, supervise staff
 - iv) During the event, assign back up qualified and trained supervision when leaving assigned areas for break times.
 - v) 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 Management.
 - vi) Assist any emergencies.

4 STAFF TRAINING AND CERTIFICATIONS

Training of all staff will be the responsibility of the Contractor. All staff shall be qualified to perform parking enforcement and fee collection duties as assigned.

- 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 Parking Enforcement.
 - iii) Maps and Parking layout of campus
 - iv) Maintenance of Uniforms and Equipment.
 - v) Communication and Incident Reporting.
 - vi) Contractor's Drug/Alcohol Awareness Program.

- b) Applicable Statutes, Rules, Policies and Procedures
 - i) Overview of Applicable Oregon Revised Statutes and Oregon Administrative Rules.

- ii) Review of OSU Athletics Policies and Procedures.
- c) Emergency Procedures
 - i) Responsive to Threats of Violence.
 - ii) Emergency Situation Response.
 - iii) HAZMAT Response.
- d) General Duties
 - i) Restricted Access Control.
 - ii) Fee Collection
- e) Other
 - i) Violence in the Workplace.
 - ii) Sexual Harassment.
 - iii) Workplace Harassment.
- 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. 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 parking attendants.

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.

OSU shall have final approval of all uniforms.

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.

b) Staff Conduct

Contractor's staff shall conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing Services. 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 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.

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, 52 staff members for each football game consisting of the following:

- i) Money Collection: 40
- ii) Do Not Enter Control - 10
- iii) Supervisors - 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 after the first half of the 2014 Football season. 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 Management, 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 with uniforms, money control equipment, receipts, and change money. Contractor will have the use of OSU's current inventory of barricades, but will need to provide any additional traffic control equipment needed including more barricades, cones, and signage. Barricades and signage must be approved before purchase and can be a deductible expense. Said barricades and signage will be stored at OSU and become the property of Oregon State if deducted as an expense. Contractor can use their own traffic equipment, if desired.

OSU will furnish to Contractor, two way radios, 2 carts for supervisors, current barricades in stock, and any signage in stock.

Additional equipment that must be available, if requested, includes traffic wands, reflective vests, metal detector wands, and rain protection.

Contractor Event Manager and a representative from the OSU Athletics Event Management office will stay in radio communication.

b) OSU Carts

Contractor may use OSU 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, staff shall be able to be checked out and taken off the clock within twenty (20) minutes following kickoff of the football game. Official game time recorded by the OSU sports information department will determine the time. This time shall be not be more than fifteen (15) minutes after the conclusion of any other event besides football. 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.

d) Sign in Sheets

OSU Director of Event Management shall be provided a copy of all sign in sheets upon completion of each event.

9 SERVICE LEVELS

a) 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**.

b) 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.

c) 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.

d) 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.

e) 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 total amount of revenue generated.
- v) After 3 games, contractor will provide a mid season invoice detailing an accumulation of each previous game into one document. This will be due to the OSU Director of Event Management no later than 5 working days after the 3rd home football game of the season.
- vi) All revenues generated over expenses will be sent to OSU Athletic Department within 10 business days of this invoice being sent.
- vii) All other events will be settled within 5 business days of said event. Invoice will be provided detailing expenses including staff and revenues collected. All revenues or balance due will be taken care of by OSU or Contractor within 10 business days of receipt of the invoice.

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 Management 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 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.

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.

E. 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.

F. 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.

G. 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 th Street Corvallis, OR 97333 Telephone: (541) 737-4261 Fax: (541) 737-2170 Email: pacs@oregonstate.edu	and:	<u>OSU Departmental Administrator</u> Jason O'Quin Director of Event Management 100 Gill Coliseum Corvallis, OR 97333 Telephone: 541-737-9379 Email: jason.o'quin@oregonstate.edu
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CONTRACTOR Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

H. 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.

I. RECYCLABLE PRODUCTS.

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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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
(Contract Sample)
HOURLY RATE SHEET**

MONEY COLLECTORS

TERM	FOOTBALL ONLY (Rate per hour)	ALL OTHER EVENTS (Rate per hour)
August 1, 2014 – July 31, 2015		
August 1, 2015 – July 31, 2016		
August 1, 2016 – July 31, 2017		
August 1, 2017 – July 31, 2018		
August 1, 2018 – July 31, 2019		
August 1, 2019 – July 31, 2020		

DO NOT ENTER CONTROL

TERM	FOOTBALL ONLY (Rate per hour)	ALL OTHER EVENTS (Rate per hour)
August 1, 2014 – July 31, 2015		
August 1, 2015 – July 31, 2016		
August 1, 2016 – July 31, 2017		
August 1, 2017 – July 31, 2018		
August 1, 2018 – July 31, 2019		
August 1, 2019 – July 31, 2020		

SUPERVISORS

TERM	FOOTBALL ONLY (Rate per hour)	ALL OTHER EVENTS (Rate per hour)
August 1, 2014 – July 31, 2015		
August 1, 2015 – July 31, 2016		
August 1, 2016 – July 31, 2017		
August 1, 2017 – July 31, 2018		
August 1, 2018 – July 31, 2019		
August 1, 2019 – July 31, 2020		

**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: _____

REFERENCE 2

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

REFERENCE 3

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

**EXHIBIT D
HOURLY RATE SHEET**

MONEY COLLECTORS

TERM	FOOTBALL ONLY (Rate per hour)	ALL OTHER EVENTS (Rate per hour)
August 1, 2014 – July 31, 2015		
August 1, 2015 – July 31, 2016		
August 1, 2016 – July 31, 2017		
August 1, 2017 – July 31, 2018		
August 1, 2018 – July 31, 2019		
August 1, 2019 – July 31, 2020		

DO NOT ENTER CONTROL

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August 1, 2015 – July 31, 2016		
August 1, 2016 – July 31, 2017		
August 1, 2017 – July 31, 2018		
August 1, 2018 – July 31, 2019		
August 1, 2019 – July 31, 2020		

SUPERVISORS

TERM	FOOTBALL ONLY (Rate per hour)	ALL OTHER EVENTS (Rate per hour)
August 1, 2014 – July 31, 2015		
August 1, 2015 – July 31, 2016		
August 1, 2016 – July 31, 2017		
August 1, 2017 – July 31, 2018		
August 1, 2018 – July 31, 2019		
August 1, 2019 – July 31, 2020		