



**REQUEST FOR PROPOSAL
No. RFP NO. HW171522P**

Child Care Service Provider

PROPOSAL DUE DATE AND TIME

April 15, 2016 (3:00 PM, PT)

SUBMITTAL LOCATION

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

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.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date..... March 1, 2016
- Pre-Proposal Conference..... March 14, 2016 (2:00 pm, PT)
- Deadline for Requests for Clarification or Change..... March 25, 2016 (3:00 pm, PT)
- Proposal Due Date and Time..... April 15, 2016 (3:00 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 voluntary Pre-Proposal Conference will be held on March 14, 2016 (2:00-3:00 pm, (PT)) at Waldo Hall, 2250 SW Jefferson Way, Corvallis, OR in Room 312. Parking can be challenging, so please arrive in sufficient time to locate suitable parking and arrive at the Pre-Proposal Conference on time.

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: Heather Wyland, C.P.M., A.P.P.
Title: Procurement Manager
Telephone: 541-737-7349
Fax: 541-737-2170
E-Mail: Heather.Wyland@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. "Additional Center" or "Azalea Center" is the childcare center located at 1050 SW Madison Ave. Corvallis, OR 97331 which is anticipated to be ready for occupation by September 1st, 2016.
- c. "Contractor" references the anticipated successful proposer or proposers within the sample contract shown in Exhibit A of this RFP.
- d. "Current Center" or "Adams Center" is the childcare center located at 1262 SW Adams Ave, Corvallis, OR 97331 which is currently being operated on campus providing daycare services for 144 children.
- e. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- f. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- g. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- h. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- i. "Quality" Please review Exhibit F to see OSU's expanded definition of quality related to an early child care and education program
- j. "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.
- k. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OSU Standard 580-061-0130.
- l. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- m. "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 the provision of Child Care Services (as described in this Request for Proposal (RFP)) at two locations to serve Oregon State University (OSU) students, faculty and staff. A single Contract for the operation of both centers or separate Contracts for each center may be awarded as is in the best interest of OSU. All proposals will be judged based on the overall value to the OSU.

2.02 BACKGROUND

OSU currently has one Child Care Center ("Current Center") on the OSU Corvallis campus to fill the need for OSU students, faculty and staff parents, by providing quality Child Care Services. The OSU has a significant population of older students, single parents, and faculty and staff with young children, so demand for child care is expected to remain strong. The Current Center is currently operated by a private Contractor who performs the day-to-day management, serving children from six (6) weeks of age through kindergarten.

The Current Center (Adams Center) is located at 1262 SW Adams Ave, Corvallis, OR 97331. The Current Center's location is a full-day National Association for the Education of Young Children (NAEYC) accredited Child Care Center with 144 full time spaces for infants through preschool. The Current Center offers half-time, flex-time and full-time rates.

An Additional Center is anticipated to be ready for occupation on September 1st, 2016. This Additional Center (Azalea Center) is located at 1050 SW Madison Ave. Corvallis, OR 97331 and will expand the current campus capacity for licensed Child Care Services by 48 spaces for infants through preschool aged children.

The contract for operation of the Current Center expires on August 31, 2016 and this RFP is to solicit for Contractors to perform management of the Current Center and the Additional Center for the next year with the possibility of fifteen (15) additional 12 month terms.

OSU owns the facilities for both centers. The Current Center has 10 classrooms and space for a full-time equivalent enrollment capacity of approximately 144 children. The facility is in full compliance with state certification, Corvallis City Building Codes and Health Department requirements. The Additional Center has 4 classrooms, has space for the fulltime equivalent enrollment capacity of up to 48 children, and will also be in full compliance with state certification, Corvallis City Building Codes and Health Department requirements

The goal of the child care services program is to provide moderately priced, High Quality care for infants, toddlers, and preschool children. Provided care emphasizes appropriate child growth and development. This care also meets or exceeds the minimum standards for state, county and city health and safety.

To aid OSU students in paying for child care, OSU's Childcare and Family Resources office offers an OSU student incidental fee funded child care subsidy that can pay for up to 50% of an OSU student parent's total child care bill each term. Applications are accepted at the start of each academic term and subsidy amounts are based on financial need. Applications are available at the Childcare and Family Resources office, 141 Snell Hall, at the Centers and on-line. <http://childcare.oregonstate.edu/child-care-subsidies>

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is 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. Terms and conditions that will apply to the resulting Contract should be considered by Proposer to determine rate and fee structure and whether Proposer can meet the requirements of a Responsive, Responsible Contractor.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer shall have a minimum of 5 years of experience running a child care program of similar size and scope.

4.02 PREFERRED QUALIFICATIONS

In order to qualify for preferred points the Proposer must submit documentation for all or part of the following:

- Similar contracts to provide Child Care Services to an institution of higher education.
- Experience operating a Child Care Center in the State of Oregon.
- Experience working with a multi-tiered tuition scale payment system.
- Menu that exceeds USDA nutrition guidelines.
- Provides a community field trip program.
- Incorporates characteristics of nature based curriculums

5.0 SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed 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 submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Proposals shall include the following information and be prepared, tabbed and submitted in the order given below:

1. Cover Letter

Cover letter containing the name of the Center(s) your firm is proposing to provide service for and an executive summary of the salient features of your firm's Proposal, including capabilities, experience, conclusions and recommendations.

2. Proposer Qualifications Summary

Proposal documents detailing how the Proposer meets the Qualifications outlined in Section 4.0 above including, at a minimum, the following:

- a. Company information: Including, but not limited to the following:
- The total number of employees
 - Year business started
 - State of incorporation
 - Location of headquarters
 - Owners
 - Key staff, and areas of responsibility on this project (See Paragraph u below)
 - Key staff resumes (See Paragraph u below)
- b. Level of Operation and Number of Children: Proposer must provide information on the proposed level of operation, the number of children who will be served and how Proposer shall incorporate full and part time enrollment. Define full and part time enrollment if Proposer's definition varies from that in the Contract. Please see Exhibit A 'Sample Contract' Section 2 'Statement of Work' Paragraph A 'LEVEL OF OPERATION AND NUMBER OF CHILDREN' on page 14 of this RFP for more details.
- c. Operating Calendar: Proposer must submit a plan for operating the Center on the schedule described in the Contract and during term breaks, holidays, and during the summer when enrollment levels and staffing requirements may be reduced.
- Proposer shall mention if their Proposal includes an operating schedule that adds extra hours on some recurring basis during the week or month. Examples are: open until 9:30 p.m. on Thursdays for parent's night out or evening child care for parents who have evening classes, and evening child care during finals week (Monday through Thursday) three (3) times a year.
 - Proposer must provide its vacation policy for OSU students, faculty, staff and community. This should cover policy regarding school breaks, family vacations, and summer break.
- d. Operation Plans: If the Proposer is planning to submit a proposal for both centers, then Proposer must provide a plan of operations for both facilities along with any relevant integration and coordination techniques. If the Proposer only wishes to be considered for the operation of one facility, then Proposer is required to provide a plan for the operation of that facility.
- e. Priority Enrollment Structure: Proposer must submit in their Proposal a wait list policy and related fees and their enrollment process.
- f. Curriculum: Proposer must demonstrate the capability to design, implement, administer, and evaluate a High Quality developmental child care curriculum without religious or political information dissemination.
- Proposer are required to submit sample curriculum plans for full-time and part-time children, ages six (6) weeks through kindergarten age as well as an after-school program. The sample curriculum plans should encourage children to be actively involved in the learning process, to experience a variety of developmentally appropriate activities and materials, and to pursue their own interests in the context of life in the community and the world.
 - Proposer are required to submit a written approach to supporting children with unique developmental needs within the context of each program (infant, toddler and pre-k).
 - Proposer shall provide a statement as to how they will incorporate elements of a nature based curriculum into their program
- g. Field Trips: Proposer should also indicate if any special programs or field trips are a part of the curriculum. If applicable, describe the costs of the special programs or field trips and how availability is made possible for those with financial need.

- h. Nutrition: Proposer must provide a sample monthly menu that meets or exceeds the USDA Food Program requirements.
- i. Conduct of Services: The Proposer must submit evidence of maintaining standards of operation, care, and management of the best quality available. Proposer should indicate the degree of prior experience with child care operations and the adequacy of financial resources available to the Proposer. The Proposer must demonstrate its education and administrative capabilities by providing all pertinent applicable educational credentials and resumes of experience.
 - NAEYC Accreditation: Proposer are required to submit a plan for obtaining NAEYC accreditation within two years. Proposers should submit a plan for adhering to the NAEYC goals, and shall state any previous experience with this process and proven record of obtaining NAEYC accreditation. The submitted plan shall be reviewed for adequacy in meeting NAEYC requirements.
 - Oregon's Quality Rating and Improvement System (QRIS) Rating: Proposer shall submit its QRIS certification with a five star rating or provide a plan for how this will be obtained within a year after award of the contract.
- j. Public Relations and Parental Involvement: Proposer must submit a plan of public relations and parental involvement for the purpose of achieving understanding and knowledge of the child care operation among the parents of Center's enrollees and potential enrollees. Samples of proposed, or currently utilized, documentation of this type will help define the Proposer's ability to fulfill this program. Also, describe how the parents will be encouraged to interact with the teachers and children.
- k. Communication: Proposer must submit in their Proposals how they plan to meet the communication requirements listed in the Sample Contract.
- l. Accounting: Proposer shall submit a plan describing how they will meet the accounting requirements in the Sample Contract.
- m. Security: The Proposer must submit a security policy and procedure plan that clearly demonstrates the utmost precaution for the safety and security of all children enrolled in the Center(s) while on the premises and while arriving and departing.
- n. Staff Salaries and Benefits: Proposer must submit the details of their proposed salary and benefits structure for all positions.
- o. Staff Training: Proposer must submit a plan for conducting periodic training.
- p. Rate and Fee Structure: Proposer shall provide a detailed rate and fee schedule for the first year of operation which includes the tuition rates, registration fees, late pick-up fees, late payment fees, field trip and special class fees, and any other miscellaneous fees. Rates should be supplied using the system shown in (Exhibit D).
 - Proposer shall also submit a comparison between Proposer's rates and fees and at least two (2) other Child Care Centers in Corvallis providing similar programs and services.
 - Proposer should also submit information about Proposer's access to agencies, organizations, or groups that can provide subsidies to parents for child care costs, if available.
- q. Contractor Maintenance and Costs: Proposer shall submit a maintenance plan describing how Proposer shall meet the Contracts maintenance requirements for the facility. Plans should reflect a proactive stance on routine inspection of the facility; identification, follow-up and correction of

problems; awareness of safety related maintenance; a sanitary environment for the children; and a professional appearance.

- r. Risk Management Plan: Proposer shall submit a risk management plan that addresses safety, security, volunteers, staff, access to children, access to the facility, and health of the children and staff. Contractor's plan must outline procedures to follow in situations including, but not limited to fire, earthquake, and medical emergency, blood borne pathogen, poisoning, lock down, threatening individual, suspicious package, bomb threat, inclement weather, early dismissal, utility disruption, flood, and child abuse reporting. Contractor's risk management plans must outline a re-unification procedure.
- s. Furnishing Equipment, Educational Materials and Supplies: Proposer shall provide a list of equipment, educational materials and supplies they will furnish to operate the Centers and describe the adequacy and appropriateness of provided equipment to a safe and enriching experience for children as they pursue a variety of activities throughout the day.
- t. Parent Handbook: Proposer shall provide a sample handbook based on the elements listed on page 16 in Exhibit A, Section I 'Recruitment and Education' Paragraph a 'Parent Handbook.'
- u. Examples of Previous Work: Proposer must submit work samples of similar child care services (e.g. instructional materials, monthly menus complying at a minimum, with USDA standards, literature, operational and staffing plans, parent communication plan, report samples, etc.).
- v. Key Personnel. Proposer must provide a list of key personnel who will be assigned to this project. This list will include each individual's name, title, qualifications, areas of expertise, experience with projects of similar scope and nature and a concise business biography or resume. If different personnel will be key personnel for each of the Centers, include them as well.
- w. OSU Program Support: Proposer shall provide a plan for how they intend to operate a facility that supports experiential learning and research. Including but not limited to:
 - Providing opportunities for OSU's students to participate in practicum experiences at the facility.
- x. Professional Development Plan: Proposer shall provide a plan for how the Center Director(s) and program staff shall actively participate in professional development with OSU staff.
- y. Child Bi-Annual Assessment Plan: Proposer shall provide a sample assessment plan for evaluating child development bi-annually.
- z. Notice of Pending Litigation and Regulatory Actions: Proposer shall describe any and all pending current litigation, charges or complaints, including regulatory actions, relating to Proposer and its parent company (if applicable) or the provision of child care services by any of the individuals you propose to provide services to OSU.
- aa. Attachment B: Certifications, fully completed
- bb. Attachment C, References, fully completed
- cc. Attachment D, Pricing, fully completed

5.03 PREFERRED SUBMITTALS

1. Preferred Qualifications Documentation:

Provide any information related to the preferred qualifications listed in *Section 4.02*.

- From a quality standpoint, what sets Proposer apart from other vendors in the child care services industry?
- Similar contracts to provide Child Care Services to an institution of higher education.
- Experience operating a Child Care Center in the State of Oregon.
- Experience working with a multi-tiered tuition scale payment system.
- Menu that incorporates fresh fruits and vegetables
- Elements of a nature based curriculum

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, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications 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 OSU Standard 580-061-130(5).

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. Scores will be used to determine Proposers 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 reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

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 shall 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.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

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>
Proposer Minimum and Preferred Qualifications	250
Proposal Requirements as broken out in the following areas:	
- Level of Operation and Number of Children	10
- Operating Calendar	10
- Priority Enrollment Structure	25
- Curriculum	25
- Nutrition	20
- Conduct of Services	10
- Public Relations and Parental Involvement	8
- Communications	10
- Accounting	7
- Security	10
- Staff Salaries and Benefits	25
- Staff Training	20
- Rate and Fee Structure*	25
- Contractor Maintenance and Costs	10
- Furnishing Equipment, Educational Materials and Supplies	10
Total Available Proposal Requirement Points	<u>250</u>
TOTAL POSSIBLE POINTS	500

*Points for the Fee Structure will be awarded based on the lowest total cost to Child Care Services customers

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. 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 as determined by OSU.

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 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.

6.03 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

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 Standards, policies and procedures.

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and 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.

7.04 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.

7.05 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. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 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.

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals 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 trade secret as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 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(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) 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, including those submitted through electronic methods (if allowed), 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.

7.09 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.

7.10 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.

7.11 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 OSU Standard 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 mis-deliveries 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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 OSU policies. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Sample Contract, and their Exhibits, and Addenda.

7.18 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.

7.19 PROPOSAL PREPARATION COST

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

7.20 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.

7.21 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 OSU Standard 580-061-0145.

**EXHIBIT A
SAMPLE CONTRACT**

This Contract is between Oregon State University for Office of the Dean of Student Life ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number HW171522P entitled Child Care Service Provider 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 September 1, 2016 and expires on August 31, 2017. OSU has the option to extend the term of this Contract for fifteen (15) additional 12 month terms. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon ninety (90) 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.

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.

D. 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, Contractor shall provide assistance and support for OSU to effectuate a smooth transition and to avoid undue delay, interruption, or inconvenience to Child Care Services provided at OSU. Contractor shall provide all such services in a professional manner with high quality, and shall respond promptly to questions from OSU on an "as needed" basis.

2. STATEMENT OF WORK:

REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract:

Contractor is responsible for providing Child Care Services consistent with the provisions of this Contract and all ancillary services, functions or responsibilities related to the services referred to in this Contract that are normal, customary and incidental to the provision of such services or that are subtasks 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 but not limited to relationship and Contract management.

A. LEVEL OF OPERATION AND NUMBER OF CHILDREN:

Contractor must operate a full-day Child Care Center(s) at the address(es) indicated below, serving children from 6 weeks through kindergarten for a full-time equivalent enrollment capacity of 144 children at the Current Center location and 48 children at the Additional Center location.

B. OPERATING CALENDAR:

Contractor shall operate the Center(s) year-round with open hours from 7:00 a.m. until 6:00 p.m., Monday through Friday with options for full and part time care.

- i. Full-time care is defined as 30-45 hours per week.
- ii. Part-time care is defined as 10-30 hours per week.

Contractor shall provide and serve lunch, as well as morning and afternoon snacks each day, that meet or exceed USDA guidelines. Contractor shall operate the Center(s) on a daily schedule that is developmentally appropriate for all the children. The Contractor shall develop weekly curriculum schedules that include self-selected, as well as teacher-guided activities. The afternoon will include a rest time with the opportunity for a nap (younger children may also be given the opportunity for a morning nap).

The Center(s) must be open per listed operating schedule unless OSU officially closes due to weather or other hazardous conditions that severely restrict access to campus or the Center, at which time the Center(s) will also be closed. The Center(s) must follow OSU's schedule for holiday closures. <http://hr.oregonstate.edu/benefits/leaves/holiday-schedule>

C. PRIORITY ENROLLMENT STRUCTURE:

OSU students, faculty and staff will be given priority for admission of their children to the Center(s). Contractor will uphold the following priority enrollment structure established for the child care centers at OSU:

- i. Enrollment structure should be guided by a policy of equitable distribution with a child population that is a 50/50 split between OSU students and employees at all enrollee age levels.
- ii. OSU fee paying students will have first priority for openings.
- iii. OSU employees will have second priority for openings;
- iv. Members of the surrounding community shall be given third priority
 - Siblings of currently enrolled children of OSU students, employees will be given priority before enrollment is opened to children of the general public; and
 - Vacancies will then be filled from the waitlist with the ratio identified above applied to individuals on the waitlist.
- v. Provider shall maintain separate wait lists for Students, Faculty, and the public. The Contractor must be clear in its communication to parents regarding their waitlist status, the availability of space and confirmation of placement. Contractor shall provide written notification of waitlist status and written confirmation of placement. Contractor may notify parents of the availability of space in the most expedient manner possible followed up with written confirmation of placement.
- vi. OSU, in compliance with state and federal laws and regulations, does not discriminate on

the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of its policies, procedures, or practices.

D. CURRICULUM:

- a. Contractor must design, implement, administer, and evaluate a high quality developmentally appropriate child care curriculum. Religious or political information dissemination is not allowed.
- b. Contractor shall implement a child development program which will meet the needs of OSU student and employee parents with regard to type and hours of care.
- c. Contractor shall encourage children to be actively involved in the learning process, to experience a variety of developmentally appropriate activities and materials, and to pursue their own interests in the context of life in the community and the world. Contractor shall provide a program that will be a positive factor in relations with students and employees. Contractor shall provide a program that represents an optimal and appropriate care and educational environment for all children. This includes, but is not limited to, satisfying the requirements for any and all required certification and licensure by the State of Oregon and providing: (a) a safe, healthy and nurturing environment; (b) optimal physical, social, emotional and intellectual development of each child; and (c) assistance with each child's development of self-worth through personal successes and positive reinforcement.
- d. Contractor shall provide OSU with Contractor's vision, mission and value statements.
- e. Contractor shall provide a comprehensive assessment plan detailing how it regularly evaluates, on a quarterly basis, the curriculum and the center operations to determine it is meeting the needs of the children and families served
- f. Contractor shall support children with special needs and the Contractor's staff shall receive training on how to meet the needs of the child and the family.
- g. The Contractor shall allow the Centers to serve as a practicum or research site for OSU students. Providing university students the opportunity to integrate academic experience with Child Care Center based classroom experience.
- h. Contractor shall participate in partnership with the office of Childcare and Family Resources, in committees, networks, and consortiums that increase the quality, accessibility and affordability of early care and learning experiences for children at the centers.
- i. Evaluations:
Contractor shall provide bi-yearly evaluations for each child under their care based on the approved assessment criteria which conforms to the QRIS/NAEYC accreditation standards.

E. NUTRITION:

Contractor must provide a menu that meets or exceed the USDA Food Program requirements and is inclusive of fresh fruits and vegetables. Contractor shall provide a nutrition program that allows parents to opt out of the USDA food program and bring lunches or snacks from home.

F. NAEYC ACCREDITATION:

If Contractor does not already have accreditation through the National Association for the Education of Young Children (NAEYC), Contractor must initiate, immediately after Contract execution, and continuously follow standards leading to NAEYC accreditation at the Center. Contractor shall apply for this accreditation within one year of the effective date of the Contract. After Contractor obtains NAEYC accreditation, Contractor must continue to follow NAEYC standards and maintain the accreditation throughout the duration of this Contract and any subsequent renewals. The receipt and maintenance of this accreditation is a condition of this Contract.

G. QRIS ACCREDITATION:

Contractor must maintain QRIS 5 star accreditation within one year of award and maintain the accreditation throughout the life of the Contract. Contractor shall keep all accreditation documentation onsite and available for review by OSU, parents, and prospective parents upon request.

H. PUBLIC RELATIONS AND PARENTAL INVOLVEMENT:

Contractor must create and maintain a plan of public relations and parental involvement for the purpose of achieving understanding and knowledge of the child care operation among the parents of Center's enrollees and potential enrollees. Contractor should identify opportunities where OSU and Contractor may work cooperatively on public relations and parental involvement and notify OSU of those opportunities.

I. RECRUITMENT/EDUCATION: A recruitment and education effort in the range of 1% to 3% of gross revenues must be conducted by the Contractor. Contractor shall direct the program to educate parents, the OSU campus and greater community. The program must consist of at least the following:

a. Parent Handbook (to provide an overview of the Child Care Program)

The handbook should, at a minimum, include the following:

1. program philosophy inclusive of vision, mission and values
2. child ratios and group sizes
3. child care fees and policies
4. enrollment requirements
5. Center policies regarding the treatment of children
6. health and safety procedures (e.g. posting rules related to illnesses)
7. enforcement of policies in relation to illness
8. current lesson plan
9. current menu
10. overview of curriculum for the current semester
11. staff names and biography
12. procedures for child transitioning from one class to another, including criteria for transition

b. Information about the office of Childcare and Family Resources

c. Monthly Newsletters

d. Quarterly meetings with the office of Childcare and Family Resources

e. Posters

f. Announcements in appropriate Campus/City media

g. Recruiting letters to potential clientele

h. Local Website at Child Care Center

i. Email address at Child Care Center

J. PARENTAL INVOLVEMENT: Contractor shall develop and maintain a program that will inform and involve parents including, at a minimum, the following:

a. Orientation for new families to include parental involvement opportunities and the type of information parents can expect to receive from the Contractor on an ongoing basis;

b. Verbal and written accounts to parents of their child's activities and progress

i. Verbal accounts shall be provided on an ongoing basis as requested

ii. Written accounts shall be provided on a quarterly basis via progress reports

c. Parental observation and participation at the Center;

d. Parenting information displays and library resources with access for parents; and

e. Procedures to facilitate the transition of the child to the Center environment with arrival and departure time as the family's choice.

K. COMMUNICATION:

a. QUARTERLY REVIEWS: It is mandatory that Quarterly Reviews be conducted between

representatives of the Contractor and the OSU Childcare and Family Resources (CFR) office. These reviews shall be scheduled by the CFR office and the director of the Child Care Center. The reviews will include, but are not limited to, discussion of what aspects of the Contract are going well, parental suggestions received in the last quarter, as well as any necessary improvements, staff turnover, and child turnover. OSU shall conduct a yearly satisfaction survey of the parents on campus with enrolled children and provide that to the Contractor at the applicable Center at one quarterly meeting per annum.

- b. ANNUAL REPORT: Contractor shall provide a written annual report to the CFR to be shared with the OSU Student/Parent Advisory Board regarding the operation of the Center. Contractor shall include in the written report, at a minimum, an enrollment overview, staff development training, accidents or injuries, survey and assessment results, and any complaints.
- c. FAMILY LIST: Upon request, the Contractor shall provide the Office of Child Care and Family Resources OCCFR with a list of the OSU student, faculty and staff members enrolled at the Center and the OSU student, faculty and staff members on the wait list. This list will include the parents' first and last names, OSU ID# (if applicable) e-mail addresses, position within the priority enrollment structure, and the first name, age and age group (infant/toddler/pre-k, etc.) of their children. Contractor shall partner with the OCCFR to verify OSU status for each family currently enrolled and on the waitlist.
- d. In addition, Contractor shall identify the number of community members enrolled at the Center and on the wait list including the age and age group (infant/toddler/pre-k, etc.) of their children.
- e. GRIEVANCES: Contractor shall have a procedure in place to address grievances and this procedure must provide an opportunity for parents to escalate situations to the OSU Child Care and Family Resources Office if the parent deems the grievance to be unresolved by the Contractor. Contractor shall report to OSU any grievances within the time specified below based on the type of grievance:
 - i. Major Grievance: Call OSU Childcare and Family Resources as soon as possible.
 - 1. Any incident that requires emergency personnel presence;
 - 2. Any allegations of abuse toward a child; or
 - 3. Any other incident that the Center deems to be a major grievance.
 - ii. Moderate Grievance: Call OSU Childcare and Family Resources within same business week.
 - 1. A parent threatens to pull child out of Center;
 - 2. A family is placed on "warning"; or
 - 3. Any other incident that the Center deems to be a moderate grievance.
 - 4. Non-emergent complaints from families not meeting the definitions above (i.e., complaints regarding meals, facility, curriculum, staff)

L. ACCOUNTING:

- a. Contractor is responsible for collecting all rates and fees for providing the services and assumes full liability for all expenses to cover the operating costs for the Center, unless otherwise noted within this Contract. Contractor is responsible for paying all of Contractor's costs for labor, supplies, food, beverages and overhead. Services rendered and associated costs borne by the Contractor shall include but are not limited to the following:
 - i. Day-to-day management of the Center;
 - ii. Food purchase, preparation and service, as prescribed by the USDA Food Program;
 - iii. Personnel costs of Contractor's employees, including Social Security costs, salaries and wages, payroll costs, workers compensation, health insurance, and personnel development and training expenses;
 - iv. Laundry, paper, disposable products, detergents and other classroom, kitchen and office supplies;

- v. Maintaining first-aid equipment and supplies;
 - vi. All expendable classroom supplies (e.g. paper, paints, crayons, clay), books, toys and curriculum materials;
 - vii. Public relations costs
 - viii. Accreditation process fees
 - ix. Necessary permits and licenses
 - x. All financial accounting responsibility
- b. Telephone - OSU Telecommunications will bill Contractor for telephone use.
 - c. Contractor shall cooperate with administrative needs or requests by OSU in connection with the payment of any rates or fees covered via subsidy programs administered by OSU.
 - d. Contractor shall collect and remit taxes on rates and fees generated to appropriate taxing authorities. Contractor shall be responsible for any and all applicable taxes.
 - e. Contractor shall become fully acquainted with the conditions to be found at OSU including, but not limited to, the legal and tax requirements, the costs and circumstances involved in operating a Child Care Center in the state of Oregon. This responsibility will also include the requirements of local health, OSHA and State of Oregon certification standards. Contractor shall comply with applicable laws, ordinances, regulations and rules of federal, state, and local authorities relating to operating a Child Care Center.

M. SECURITY:

Contractor shall work in partnership with OSU on a security and access policy and procedure plan that clearly demonstrates the utmost precaution for the safety and security of all children enrolled in the Center while on the premises and while arriving and departing.

N. STAFF SALARIES AND BENEFITS:

Salaries and benefits of staff at all levels must be commensurate with or exceed salaries of comparable Child Care Centers within Corvallis.

O. STAFF TRAINING:

The Contractor must conduct periodic training that meets NAEYC Accreditation, ORIS Accreditation and state certification standards for operation of a Child Care Center.

P. REPORTS

Reports as required by OSU, Oregon Child Care Division (OCCD), and USDA:

- i. OSU –
 - 1. annual report
 - 2. end-of-term report enrollment data
 - a. At the end of each academic term (Fall, Winter, Spring, Summer) the Contractor shall prepare and submit to OSU a report showing the number of children served, identifying the classification of the children served as children of OSU students, faculty, staff or members of the public and the rates or fees charged.
 - 3. topics of concern
 - 4. financial report which includes
 - a. total tuition charged
 - b. tuition charges broken down by price point
 - c. current staff compensation rates (per hour)
- ii. Oregon Child Care Division (OCCD) - annual inspection
- iii. USDA - monthly menu and accounting of those eating meals
- iv. QRIS/NAEYC Reports – OSU will receive a copy of these reports from the Contractor

when they are submitted to QRIS and NAEYC.

3. KEY PERSONS.

A. Contractor and OSU agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services ("Key Person"). Each of the following is a Key Person under this Contract:

Client Relations Business Partner (Regional Director)

Center Director

Center Assistant Director

[List name and title and identify the specific services each Key Person is required to perform under this Contract.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, which shall not be unreasonably withheld, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

B. 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.

C. BUSINESS REVIEWS.

Contractor shall participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data associated with tuition rates (see Section 2, Paragraph L 'Accounting' for more details), proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

4. COMPENSATION:

A. METHOD OF PAYMENT FOR SERVICES.

Contractor's only form of payment and reimbursement under this Contract is through the established rates and fees collected from the child care clients. Contractor's approved rate and fee structure is attached to this Contract as Exhibit A and will go into effect September 1st, 2016 and remain in place for 12 months thereafter. To further clarify, there will be no increase of the rates and fees during the initial term of the Contract.

B. PRICE ESCALATION

- a. For subsequent annual renewal terms, Contractor's rates may increase in direct correlation with the percentage increase of the preceding calendar year's published Annual Average CPIUC (Consumer Price Index for All Urban Consumers) for Portland-Salem OR-WA (hereinafter "CPIUC

Annual Average") up to and including 3% without OSU approval. In cases where the CPIUC Annual Average increase exceeds 3%, Contractor may submit a request for OSU's approval to make an increase in excess of 3%, equivalent to that of the CPIUC Annual Average. If Contractor requests an increase in excess of 3%, OSU's approval will be subject to a vote of the office of Childcare and Family Resources and Student/Parent Advisory Board. In cases where the vote does not pass, Contractor is allowed to make a 3% flat increase.

- b. Contractor shall decrease rates in direct correlation with the percentage decrease of the preceding calendar year's published CPIUC Annual Average.
- c. Notices of rate increases/decreases or requests for approval of an increase in excess of 3% must be sent to OSU by July 1st of each calendar year including documentation showing the CPIUC Annual Average and rate calculations. Annual rate increases or decreases will be effective at the beginning of the next executed option term. Any increases or decreases for subsequent annual renewal terms must be made or memorialized through written amendment to the Contract signed by both parties.

5. FACILITY:

A. DESCRIPTION OF PHYSICAL FACILITY:

OSU will provide the physical facility for operation of the Center. The Current Center located at 1262 SW Adams Ave consists of 10 classrooms and 2 outside, fenced play areas. The Additional Center located at 1050 SW Madison Ave (Azalea Center) consists of 4 classrooms as well as 2 outside, fenced play areas. See Exhibit E-F for the floor plans for more details.

B. SERVICES AND UTILITIES COST SHARING AGREEMENT:

OSU shall arrange for and pay for the utilities and services associated with operation and maintenance of the Center facilities, as described in Section 8.K. Notwithstanding the foregoing, the Contractor shall pay OSU for 25% of the total cost of providing utilities and facility maintenance.

Current Cost for the two facilities is shown below:

Current Center (Adams)

Estimated Annual Operating Cost (2016): \$221,979.00

Contractors Share of Estimated Annual Cost (25%): \$55,494.00

Additional Center (Azalea)

Estimated Annual Operating Cost (2016): \$64,159.00

Contractors Share of Estimated Annual Cost (25%): \$16,036.00

Current costs are forecasted. Contractor shall be billed based on the actual costs incurred on a quarterly basis. A breakdown of the overall cost calculation shall be provided upon request.

C. CONTRACTOR PROGRAM RELATED CLEANING AND EQUIPMENT MAINTENANCE:

Contractor shall provide all program-related cleaning not specifically covered by OSU. Contractor must keep the facility in clean and sanitary condition. Contractor is responsible for providing any cleaning supplies required by Contractor for program-related cleaning. Contractor is required to routinely inspect and maintain Contractor's nonpermanent fixtures, partitions, personal property, classroom materials, appliances and equipment within the facility.

D. PHYSICAL CHANGES TO FACILITY AND GROUNDS:

- a. Except as specifically provided herein, Contractor shall not make any physical changes to the facility or grounds. OSU will be responsible for the cost of any physical changes that OSU makes to the facility or grounds as mandated by general laws, including without limitation, the Americans with Disabilities Act or environmental protection laws, unless such changes are required because of Contractor's specific use.

- b. Contractor shall not make physical changes to the facility or grounds, including the addition of permanent fixtures or anchored equipment, without the express written consent of OSU's Contract Administrator. Contractor shall submit requests for physical changes to the facility or grounds to OSU's Contract Administrator. Physical changes to the facility or grounds made by Contractor and approved by OSU, will be at Contractor's sole cost and expense.
- c. OSU shall own any permanent physical changes to the facility or grounds, including the addition of permanent fixtures or anchored equipment, upon completion of the physical change.

F. FURNISHING, EQUIPMENT AND SUPPLIES:

- a. OSU provides the majority of the furnishings, equipment and supplies within the center. It is expected that the vendor shall work with OSU on the replacement of these items as required. OSU shall have the final say on the change or provision of any additional furnishings, equipment and supplies within the center.
- b. Upon approval by the OSU Contract Administrator, Contractor may place nonpermanent fixtures, partitions, personal property, appliances and equipment in the facility at its own expense. Contractor shall retain ownership of all nonpermanent fixtures, partitions, personal property, appliances and equipment placed in the facility by Contractor. Contractor shall provide OSU with a list of the Furnishings, Equipment and Supplies they wish to bring into the facility and update this list on a yearly basis. This list should be provided to the contract administrator during the annual business review meeting.
- c. OSU will provide and replace permanent facility fixtures and flooring that require replacement due to normal wear and tear. Permanent facility fixtures and flooring shall be repaired and replaced at Contractor's sole cost and expense when due to Contractor's negligence or willful misuse that results in premature wear or deterioration of the appliances, facility fixtures or flooring.

G. CONTROL OF KEYS:

Contractor is responsible for control of keys obtained from OSU. The Contractor is responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of the lost, misplaced or stolen keys. Contractor shall immediately notify OSU of any lost keys. OSU is responsible for replacement or repair of lock cylinders that are not functioning properly through no willful or negligent action of Contractor.

H. INSPECTION OF FACILITY

Designated OSU Administrators and members of the office of Childcare and Family Resources have the right to inspect the Center at reasonable times, with or without advance notice to Contractor, to assure that the safety of, and services to, children at the Center are not compromised. OSU will strive to provide sufficient notice, where practicable.

I. QUALITY STATEMENT AND PLAN

Oregon State University has an expectation that Contractor shall provide quality early care and youth programming that is safe and healthy for children and is sensitive and responsive to children's social, emotional, physical and cognitive needs. This environment shall include teachers and caregivers who value children's ideas and perspectives, are nurturing and respectful and are committed to communicating with families and incorporating the cultural values of children in their care. The indoor and outdoor environments contribute to a high quality program by offering children space and materials that support their social, emotional, cognitive, health and physical development. High quality early childhood programs meet the criteria of accreditation through the National Association for the Education of Young Children.

J. QUALITY STATEMENT AND PLAN

Contractor shall work with OSU to create a comprehensive Quality Control Plan which will aligns with the

6. INSURANCE:

A. GENERAL LIABILITY INSURANCE.

During the term of this Contract, Contractor shall maintain in force at its own expense General Liability Insurance to cover bodily injury, property damage and broad form contractual liability related to the goods or services provided under this Contract. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation. The liability limit shall not be less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

B. AUTO LIABILITY INSURANCE.

The Contractor must maintain Auto Liability Insurance during the term of the Contract that covers bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. The liability limit shall not be less than \$2,000,000 combined single limit.

C. DIRECTORS AND OFFICERS INSURANCE.

The Contractor must maintain Directors and Officers Insurance during the term of the Contract that covers professional misconduct, errors, omissions and negligent acts related to the services performed under this Contract. The liability limit shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

D. DAYCARE ACCIDENT INSURANCE.

The Contractor must maintain Daycare Accident Insurance during the term of the Contract that covers accidental injury to children while under the care of Contractor on and off premises, to include traveling to and from sponsored and supervised activities.

E. 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.

F. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

G. 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.

H. ADDITIONAL INSURED

All insurance coverage, except Directors and Officers and Workers' Compensation, required under this Agreement shall include Oregon State University, its officers, board members, employees and agents as Additional Insureds but only with respect to the Contractor's activities to be performed under this Agreement.

I. ACCEPTABILITY OF INSURERS.

Contractor shall ensure that insurance policies are issued by an insurance carrier authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU.

J. 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. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

K. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

7. INDEMNIFICATION:

A. INDEMNITY.

a. Contractor shall indemnify and hold harmless OSU and its 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.

b. 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.

c. 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.

a. 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.

8. 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 standards and policies of 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 Nonprocurement 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 Nonprocurement 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.

- a. 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 ch. 437, for the products subject to this provision.
- b. Contractor shall operate a program that minimizes the risk of contracting infectious diseases and shall maintain an isolation area for any child suspected of being ill. Contractor will notify OSU within 24 hours of learning of communicable disease exposure.
- c. Contractor shall require all employees to be enrolled in the Child Care Division (CCD) Criminal History Registry ("CHR"). Contractor shall require volunteers, including parents, to be enrolled in the CHR if they will be off-campus with children, including fieldtrips, and if they will have a regular or ongoing assignment at the center when children are in the building. Contractor shall not leave a parent, volunteer, researcher or observer who has not had a CHR check unsupervised with any child enrolled at the center, except that parent, volunteer, researcher or observer's own child.
- d. Contractor shall develop a risk management plan that addresses safety, security, volunteers, staff, access to children, drop-off and pick-up of children, access to the facility, and health of the children and staff. Contractor's plan will also outline procedures to follow in situations including, but not limited to fire, earthquake, and medical emergency, blood borne pathogen, poisoning, lock down, threatening individual, suspicious package, bomb threat, inclement weather, early dismissal, utility disruption, flood, and child abuse reporting. Contractor's risk management plans will outline a parent/child re-unification procedure.
- e. The Contractor shall ensure that the child care environment and equipment are maintained in a manner conducive to the health, safety and comfort of children and will therefore:
 - i. Be responsible for contacting the OSU in a timely manner to secure repairs needed for equipment and facilities for which the OSU retains ownership.
 - ii. Ensure that the physical health and safety features of the environment conform to local, state and federal requirements.
 - iii. Be responsible for providing all program-related cleaning. The facility will always be kept in a clean and safe condition. The Contractor shall submit a plan describing its cleaning program.

- iv. Protect children against the hazards of fire and smoke, injury attributable to the environment, electrical hmm, and the spread of disease and infection.
- v. Provide verbal notification to the OSU immediately upon learning of any such hazard(s), and provide written notification to the OSU within 24 hours of any investigation or citations by local, state and federal authorities.

F. FIREARMS POLICY.

OSU has a policy that prohibits Contractor and Contractor’s employees, agents, and subcontractors from possessing firearms on OSU property.

G. OSU TRANSPORTATION SERVICES.

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.

OSU has 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 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>.

K. OSU PROVIDED CUSTODIAL SERVICES

Current Center: OSU provides the custodial service tasks listed below at the Current Center. The Office areas are a Service Level 1 indicating that the applicable tasks for the type of area are performed one day per week. The Classrooms, Hallways, Lobbies, Vestibules and Restrooms are a Service Level 5 indicating that the applicable tasks for the type of area are performed five days per week. OSU is responsible for filling dispensers with hand soap, paper towels, toilet paper and replacing burned out light bulbs.

Infant Room

Older infant Room

Toddler Rooms

Daily:

- Vacuum area rugs
- Sweep floor
- Clean sinks and changing table
- Bathrooms in toddler rooms cleaned - toilets, floor and sink area
- Several times each week:
- Wet mop the floors

Weekly:

- Sweep storage area between infant classrooms

Kitchen

Daily:

- Sweep

Wet mop
Clean sinks, sanitizer

Adult Restrooms

Daily:
Everything including trash

Laundry Room

No custodial needs currently

Older toddler Rooms

Daily:
Bathrooms - they get heavy use with this age group so must be cleaned daily
Sinks
Sweep floors
Several times each week:
Vacuum area rugs
Wet mop the classroom floors

Pre-K Rooms

Daily:
Bathrooms
Sweep floors
Clean sinks
Several times each week:
Vacuum area rugs
Wet mop classroom floors

Teacher Work/Break room

Daily:
Clean sink
Once per week:
Vacuum
Wet mop

Administrative area

Daily:
Trash and recycling
Once per week:
Vacuum

Hard surfaces are on a 5 year hard surface floor care plan and will be stripped and refinished according to that plan. Requests for stripping or refinishing outside of the 5 year plan will be at Contractor's sole expense.

L. CONTRACTOR PROVIDED CUSTODIAL SERVICES

Contractor shall maintain a clean, safe environment for all children and staff in line with QRIS/ NAEYC accreditation standards.

9. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

This Contract consists of the following documents that are listed in descending order of precedence:
(a) the terms and conditions of this Contract, less it's Exhibits; (b) the Statement of Work, Exhibit A; and
(c) Exhibits B, C, D, E, and F.

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, clearly identified as a waiver, 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.

- a. 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 and the federal government and their respective 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.
- b. 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 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 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.

OSU Contract Administrator OSU PCMM ATTN: [Contract No.] Contract Administrator 644 SW 13th Street Corvallis, OR 97333 Telephone: (541) 737-4261 Fax: (541) 737-2170 E-mail: pacs@oregonstate.edu	and:	OSU Departmental Administrator Amy Luhn Director, Childcare and Family Resources Snell Hall 151 Corvallis, OR 97331 Telephone: 541-737-4906 E-mail: amy.luhn@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]

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. RECYCLED PRODUCTS/FOOD WASTE.

Contractors shall use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract. Contractors shall also make a maximum effort to recycle food waste.

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 and goods Contractor is required to provide under this Contract. 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 efforts to follow the parties' safety and

emergency plans, and Contractor shall make reasonable efforts to promptly 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 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 such purchases by a public agency other than OSU are directly between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to 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, or consent of terms of this Contract shall bind either party unless it is in writing, clearly identified as an amendment or consent, and signed by authorized representatives of the party against whom it is to be enforced. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

10. 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 shall 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 OSU Standard 580-061-0030 Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

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:

[Remainder of this page left intentionally blank]

**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 shall comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that the Proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OSU Standard 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that the undersigned:

1. Has 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. Is 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. Shall 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 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
PRICING**

Note: The current subsidized discount off the current community rate is 46% for qualified students, and 26% for qualified employees. It is OSU's expectation that subsidized rates provided by the Proposers will meet or exceed these current rates. OSU would like to remind all Proposers that the only facility fee being charged to the successful Proposer is 25% of the buildings utility cost. We ask that you keep this in mind when providing us with your pricing.

Full Time Monthly Tuition

	Student Student	Student Subsidized	Employee Employee	Employee Subsidized	Community	Hourly
Infants & Toddlers (under 24 months old)						
Two's						
Preschool (3-4 year olds)						

Half Time Monthly Tuition

	Student Student	Student Subsidized	Employee Employee	Employee Subsidized	Community	Hourly
Infants & Toddlers (under 24 months old)						
Two's						
Preschool (3-4 year olds)						

Full-Time Weekly Tuition

	Student Student	Student Subsidized	Employee Employee	Employee Subsidized	Community	Hourly
Infants & Toddlers (under 24 months old)						
Two's						
Preschool (3-4 year olds)						

Half-Time Weekly Tuition

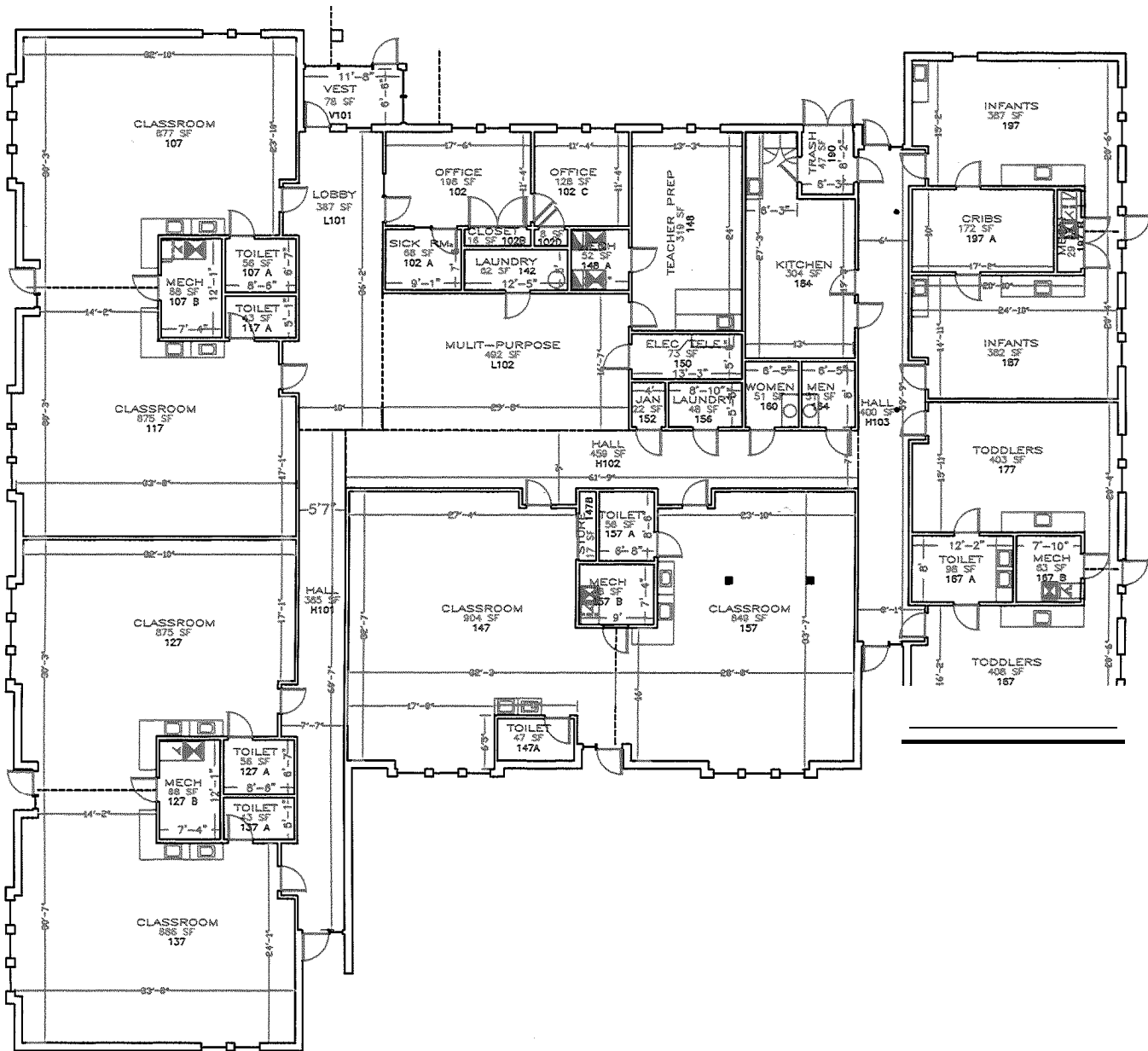
	Student Student	Student Subsidized	Employee Employee	Employee Subsidized	Community	Hourly
Infants & Toddlers (under 24 months old)						
Two's						
Preschool (3-4 year olds)						

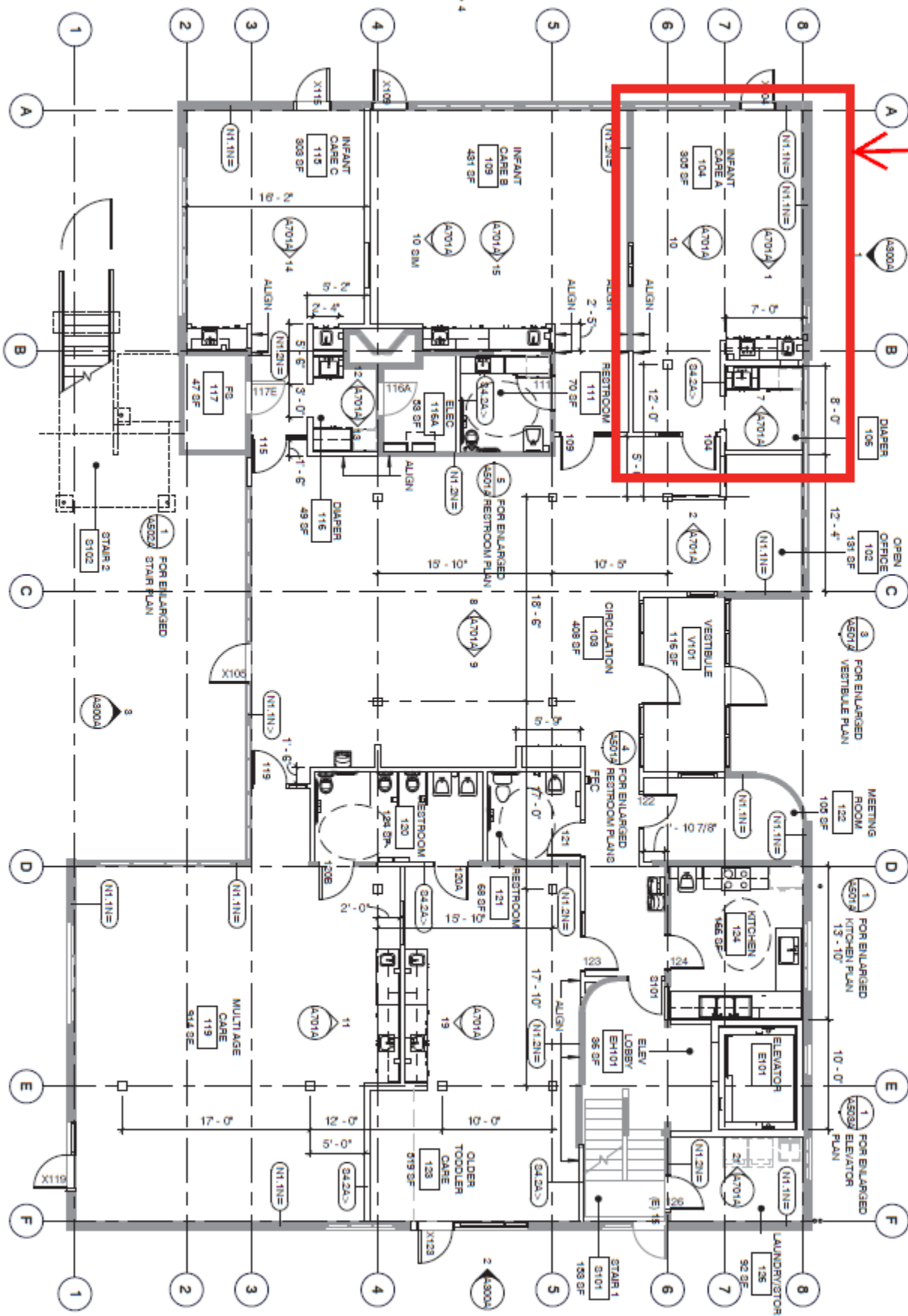
Fee Schedule

	Student, Employee and Community
Registration Fee	
Late Payment of Tuition Fee	
Late Pick-up Fee	
Bad Check Fee	
Waitlist	

EXHIBIT E FACILITY BUILDING PLANS

Current Center





Teacher Washroom/Breakroom

EXHIBIT F DEFINITION OF QUALITY

A high quality early care and education program includes attention to responsive classroom interactions, respect for families and children's individual needs, and provides a healthy and safe environment for children.

Responsive classroom interactions are characterized as interactions between teachers/adults and children in the program and child to child interactions. Children and teachers/adults express enjoyment while being in the program as marked by smiling, laughing, and positive communication. Teachers/adults are sensitive and responsive to children's social, emotional, physical, and cognitive needs and value children's ideas and perspectives. The time and behavior in the program are well-managed. Teachers/adults respond to behavioral challenges with respect for the child, being proactive (and positive), and creating clear, developmentally appropriate expectations for behavior. Coupled with a responsive environment and well-managed time and behavior, the program offers ample, intentionally crafted learning opportunities for children that promote language skills, problem solving, and individualized learning. For example, a high quality program provides children opportunities to engage in contingent responding with the teachers/adults in the program, and other children. It also intentionally crafts opportunities for children to plan, brainstorm, and problem-solve, and teachers/adults in the program are able to provide formative feedback within all activities to increase engagement and understanding.

A high quality program is also committed to communicating with families, including incorporating cultural values. Communication is two-way with staff listening and learning about family interests and needs such as work and school schedule conflicts. Additionally, the program supports children's unique needs, such as children who are dual language learners and children with special needs.

The physical environment contributes to a high quality program by offering children space that supports their social, cognitive, and physical development. An interior setting that balances ambient and natural light, color, texture and form contributes to children's health and well-being. The exterior area of a high quality setting encompasses natural elements and textures that afford movement and exploration.

Finally, the program is safe and meets the state Quality Rating and Improvement Standards with a level 4 or 5 rating, provides healthy food and physical activities that promote healthy well-being, and is respectful to diverse families and children. This includes meeting state licensing health and safety standards.

Early care and education programs include child care programs, family child care homes/programs, and after-school programs.