

# REQUEST FOR PROPOSAL No. JF178299P

# OSU CASCADES PARKING MANAGEMENT SYSTEM

# PROPOSAL DUE DATE AND TIME

April 8, 2016 (3:00 PM, PT)

# **SUBMITTAL LOCATION**

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

....March 16, 2016 ■ Issue Date\_\_\_\_\_ Pre-Proposal Conference March 29, 2016 (12:00 pm, PT)
 Deadline for Requests for Clarification or Change March 31, 2016 (5:00 pm, PT) ■ Proposal Due Date and Time \_\_\_\_\_\_April 8, 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 Call will be held on 3/29/16 at 12:00 PM PST. Please contact the Administrative Contact listed below for the teleconference number.

# 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:

James Figgins

Title:

Purchasing Analyst III

Fax:

Telephone: 541-737-6995 541-737-2170

E-Mail:

James.figgins@oregonstate.edu

# 1.05 DEFINITIONS

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

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

# 2.0 INTRODUCTION AND BACKGROUND

# 2.01 INTRODUCTION

Procurement, Contracts, and Materials management is seeking Responsible and Responsive Proposers ("Proposers") to submit Proposals to provide goods and services to be provided at the Oregon State University-Cascades campus ("OSU-Cascades" or the "University") located in Bend, Oregon, in response to this Request for Proposals ("RFP").

OSU-Cascades is preparing to open a new 4-year campus in Bend, Oregon in September 2016 on an approximately 10-acre site, located at 1500 SW Chandler Avenue in Bend. The new campus will include academic, research, housing, dining, non-profit collaborative space (Bend Science Station). The campus at full occupancy will serve 1890 students. Parking needs for the campus were determined through the development of a Parking Management Plan (PMP) (Exhibit E). All campus activities will be supported by 262 on-site parking spaces, 39 private roadway parking spaces, and 21 spaces on the public street.

The overarching premise of our parking management plan is that parking is an expensive asset to create, manage and maintain. It consumes land and requires capital to construct and additional financial resources to manage and maintain. Further, excessive parking encourages the misuse of vehicles for access, unnecessarily contributes to increased vehicle miles traveled per capita, and adds to surface run-off and other environmentally damaging effects. Therefore, it is prudent to right-size parking facilities and actively promote more environmentally and fiscally responsible methods of providing access to the OSU-Cascades campus.

The OSU-Cascades Parking Management Plan (Exhibit E) is developed to:

- Support the <u>OSU-Cascades Mission/Vision</u> to train and equip students to make measurable and sustaining contributions to the world around them.
- Support OSU-Cascades Sustainability Goals & Policies by prudently sizing parking facilities to provide access, while promoting stewardship of precious natural, civic and economic resources.
- Support OSU-Cascades Good Neighbor Policies by fostering constructive relationships that create lasting value.
- Support City Sustainability Initiatives by providing a leading example of resource stewardship and extending assistance to others in their efforts.

The new OSU-Cascades campus abuts a commercial district to the east and to the south. The university owns, but has not yet developed, the adjacent property to the west; and is evaluating the property to the north for potential purchase and development. In support of OSU-Cascades good neighbor practices and city of Bend goal to enhance and maintain livability, the PMP was approved with conditions of approval (Exhibit F) to monitor occupancy levels of both on and off campus parking and implementing response programs, specifically:

- Staff Recommendation #25: OSU-Cascades shall implement a Parking Management Plan (PMP), including the development of an annual report to the City of Bend. OSU-Cascades is responsible for implementing response programs if performance thresholds are exceeded
- Staff Recommendation #26: OSU-Cascades will monitor the utilization of on-street parking system within 1320 feet of site perimeter for at least 5 years following building occupancy
- Staff Recommendation #27: If major parking problems materialize and all PMP strategies have been exhausted, the City shall require OSU-Cascades to lease or construct additional off-street parking spaces on, or within 1000 feet of, the 10-acre campus.

OSU-Cascades is soliciting proposals for the implementation of a parking management system, including hardware and software, to manage vehicle parking that allows OSU-Cascades to meet the Parking Management Plan goals and City of Bend conditions of approval. OSU-Cascades may extend the contract to include the management of the parking management system (at the University's sole discretion). The

management of the parking management system will not be priced out or considered in this RFP.

# 2.02 BACKGROUND

OSU-Cascades is a branch campus of Oregon State University that provides students personalized instruction and OSU's excellence in both academics and innovative research, as well as the lifelong advantages of a premier research university. OSU-Cascades is the first and only branch campus in Oregon, and the only baccalaureate and graduate degree granting institution based in Central Oregon. OSU-Cascades awards masters and bachelor's degrees.

After record enrollment growth and demonstrated financial support from the surrounding community, in August 2012 the Oregon University System endorsed OSU-Cascades' expansion to a four-year university. In July 2013, the Oregon State Legislature approved capital funding that enabled the branch campus to establish its own campus. With this funding, OSU-Cascades is developing a 10 acre campus in the heart of the west side of Bend, Oregon (See Exhibit G, Photographs).

OSU-Cascades' new campus is a ½ mile from the OSU-Cascades Graduate & Research Center, 1.9 miles from downtown Bend, and located near trails, recreation, entertainment, athletic and medical facilities, and shopping. Walking, bike-share and rideshare programs will minimize vehicle miles traveled and provide options for getting to, from and around the new campus.

OSU-Cascades has purchased an adjacent 46 acres and has a memorandum of understanding with Deschutes County to evaluate the purchase of an additional 73 adjacent acres. The long term goal is to develop a 56-130 acre campus to serve 3000-5000 students. The current and potential OSU-Cascades properties are in the heart of west side of bend, abutting a commercial district to the east and to the south; and residential neighbors to the west and north.

During the design of the 10 acre campus the University invited the community at large to participate in Campus Expansion Advisory Committee ("CEAC") task forces, specific to parking including neighborhood livability, transportation/parking and sustainability. The university will honor many of the recommendations made by the CEAC task forces as a part of our good neighbor practices. The university shares the recommendations made by our task forces for your consideration in your proposal.

CEAC task force recommendations related to parking are as follows:

- Create priority carpool spaces/prices (adopted).
- Participate in parking management for on-street parking through education, incentives and disincentives (adopted).
- Monitor on-site parking performance over time & establish trigger points for pre-identified mitigation measures (adopted).
- Create a comprehensive parking management plan that is monitored, evaluated and enhanced on an on-going basis. It will include all necessary parking on-site. No off-site facility is required (adopted).
- Provide more bicycle parking spots for students, faculty and staff than required by city code (adopted).
- Hire students to monitor and manage parking issues & evaluate best means of enforcement; this
  may be external or staff (under review).
- OSU-Cascades is committed to partnering with the City/Police to develop off-site parking management program, including monitoring and management (adopted).
- OSU-Cascades would like to see a parking district established around the campus (communicated to the City of Bend).

In addition to supporting the university goals, the OSU-Cascades PMP includes these community recommendations. The PMP outlines a series of tools OSU-Cascades can employ to maintain and enhance

neighborhood livability and maximize parking efficiency. The OSU-Cascades parking management goals are two-fold and supported by the below objectives.

#### **GOALS**

- Effectively manage parking resources to optimize campus access via the parking system (referred to as functional capacity), while being consistent with access mode split goals.
- Efficiently manage parking resources to optimize ease of access, system utility and costs of management, maintenance and enforcement.

# **OBJECTIVES:**

- Establish and apply guiding principles to support effective management and decision making.
- Equip the system for efficient management and monitoring.
- Use appropriate access controls to meet goals for effectiveness, efficiency and mode split.
- Provide access to parking in accordance with established user priorities.
- Educate users in the appropriate use of parking resources.
- Encourage students, faculty and staff to rely on other methods than parking for primary means of campus access
- Enforce parking policy to reinforce appropriate use.
- Incentivize multi-occupant vehicle access.
- Manage single-occupant vehicle access to be consistent with access mode split goals.
- Monitor performance thresholds to guide management and assessment.

# 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, 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.

# 4.0 PROPOSER QUALIFICATIONS

# 4.01 MINIMUM QUALIFICATIONS

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

- a. Must have performed a system implementation of similar size and scope.
- b. Must have a minimum of five years of direct experience providing parking services similar to those stated in the desired system capabilities.

# 4.02 PREFERRED QUALIFICATIONS

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

- a. Past implementation of a system of similar size and scope for a higher education institution.
- b. Proposer has the capability to provide supplementary services such as parking attendants.

c. System capabilities include analytics to assist in setting pricing rates, usage and availability reporting, and ability to integrate with other local or neighboring facilities.

# 5.0 REQUIRED 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.

Proposers must submit the following information:

Proposers must submit the following information:	
REQUIRED SUBMITTALS	CHECKLIST
Detailed information about how the Proposer meets the minimum qualifications described in	
section 4.01. At a minimum, the Proposer should provide:	
Detailed information demonstrating number of years providing these services and	
listing institutional customers of similar size.	
Detailed information about how the Proposer meets the preferred system capabilities described in section 4.01, if applicable.	, 🗆
Detailed information on how the Proposer meets the Desired System Capabilities listed in Exhibit A, Attachment A. Project plan including hardware, software, and implementation of the proposed system, including deliverables, timelines, and key milestones. At a minimum, the Proposer should provide:  • Indicate the number of personnel (University staff and contractors) necessary to operate and maintain the System. Project team information should also be provided, including (but not limited to): organization chart, names, titles, technical experience, related project experience, and percentage of time each team member will allocate to project.  • If applicable, the ability for the system to be expanded onto other OSU-owned parking facilities or onto public streets.  • Hardware, Software, Implementation Plan: Key milestones and timeline required to fully implement proposed system. Please include detail plans for:  • Planning  • Training  • Installation and testing  • List all deliverables  • OSU Responsibilities  • Complete hardware and software list  • Customers responsibilities  • Please describe how you will provide project documentation (e.g. system requirements or training presentations)	
Describe all appropriate necessary infrastructure and all required hardware/devices  required to utilize your proposed solution successfully.	
required to utilize your proposed solution successfully.  • If applicable, Fully describe your support and maintenance plan which should	
if applicable, Fully describe your support and maintenance plan which should include:	
Level of support during and after warranty period	

	0	Methods of support	
Ì	0	Prioritization process, escalation and response times	
	0	Customer responsibilities	
Exhibit B:	Cer	tification, Fully Completed and Signed	
Exhibit C:	Ref	erences	
Exhibit D:	Pr	icing Sheet with itemized pricing details listed in a support document, if	<u> </u>
necessary			LJ

# 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 will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

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

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

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

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.

Evaluation Criteria	<u>Points</u>
Proposal relative to the Desired System Capabilities (Exhibit A, Attachment A)	30
Proposal relative to Preferred System Capabilities	00
(Exhibit A, Attachment A)	10
Proposer's qualifications relative to the Minimum and Preferred	10
Qualifications (Section 4.0) Proposer's Overall Hardware, Software	10
& Implementation Plan (Section 5.02)	30
Pricing (Exhibit D)	20
Total	100

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest)

Proposer A is awarded 20 price points (the maximum)

Proposer B's price is \$500

Proposer B is awarded 18 price points (450/500 x 20)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

# 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.

# 6.05 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 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/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

# 7.04 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 sheet of information 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 <a href="mailto:bids@oregonstate.edu">bids@oregonstate.edu</a>. 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 misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

# 7.12 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 Oregon State University Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

# OREGON STATE UNIVERSITY 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 its OSU-Cascades ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number JF178299P entitled "OSU CASCADES PARKING MANAGEMENT SYSTEM" 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 the date of last signature and expires after three (3) years from that date. OSU has the option to extend the term of this Contract for seven (7) additional periods of one (1) year based on the current terms and conditions. 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 thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

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

# C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed

inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

# 2. STATEMENT OF WORK:

# A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor shall provide OSU with the following services during the Term of this Contract: As stated in Attachment A.

# B. KEY PERSONS.

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"). OSU reserves the right to identify and add Key Personnel at any time in the life of this Contract.

[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, 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.

#### C. 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.

# D. BUSINESS REVIEWS.

Contractor will 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, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

# 3. COMPENSATION:

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is shown in Attachment B.

# A. METHOD OF PAYMENT FOR SERVICES.

OSU shall pay Contractor the amounts specified for each of the following deliverables that OSU has accepted: As listed in Attachment B.

# B. BASIS OF PAYMENT FOR SERVICES.

OSU shall pay Contractor monthly progress payments upon OSU's approval of Contractor's invoice submitted to OSU for completed services, but only after OSU has determined that Contractor has completed, and OSU has accepted the completed services.

# C. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

# D. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

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

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

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

# E. PRICE ESCALATION.

Pricing shall remain the same throughout the initial term of the Contract. Contractor may negotiate pricing for subsequent extension terms after the initial term. Contractor shall submit in writing any proposed increase in pricing to OSU for consideration at least sixty (60) days prior to the expiration of the Contract. Contractor must provide documentation in support of the request. Price increases accepted by OSU will remain the same for the entirety of the extended term.

# 4. INSURANCE:

# A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2 Million per occurrence and \$4 Million aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy.

# B. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

# C. 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.

# D. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

# E. 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.

# F. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

# G. 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.

# 5. 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 Contactor 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.

# 6. 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; (viii) 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 an 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. 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.

# F. FIREARMS POLICY.

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

# G. PARKING.

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

# H. SEXUAL HARASSMENT POLICY.

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.

# 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 <a href="http://oregonstate.edu/accessibility/ITpolicy">http://oregonstate.edu/accessibility/ITpolicy</a>.

# 7. GENERAL TERMS AND CONDITIONS:

# A. ORDER OF PRECEDENCE.

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

# B. NO THIRD PARTY BENEFICIARY.

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

# C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

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

# D. WAIVER.

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

# E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU 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.

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 email 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: 178299 Contract Administrator

644 SW 13<sup>th</sup> Street Corvallis, OR 97333

Telephone: (541) 737-4261

Fax: (541) 737-2170

E-mail: pacs@oregonstate.edu

and:

OSU Departmental Administrator

[Name] [Title] [Address] [City, State, Zip]

Telephone: [Phone Number]

Fax: [Fax Number] E-mail: [E-Mail Address]

# **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.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

# K. SALES AND USE TAXES.

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

# L. FORCE MAJEURE.

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

#### M. MWESB REPORTING.

Upon request by OSU, Contractor is required to provide a report on the dollar volume of products provided under the Contract which are purchased by the Contractor from firms which are defined as follows:

**Disabled Veteran Enterprise** means a business that is at least 51% owned by one or more disabled veterans. A disabled veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of Oregon. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces. The business must be licensed and registered in the state of Oregon.

**Disadvantaged Business Enterprise (DBE)** is a small business with average annual gross receipts less than \$17,420,000. The business must be owned and controlled by one or more socially and economically disadvantaged individual(s). The one or more socially and economically disadvantaged individual(s) must have made a contribution of capital to the business, which is commensurate with their ownership interest. Socially and economically disadvantaged individual(s) are people who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. The business must be independent. The business must be licensed and registered in the state of Oregon.

**Emerging Small Business**, (defined in ORS 200.005), is a licensed and registered business located in Oregon for which the average annual gross receipts for the three previous tax years do not exceed \$3,266,219 for construction and \$1,088,740 for non-construction businesses. The business must have fewer than 29 employees.

**Minority Business Enterprise**, (defined in ORS 200.005), is a business which is at least 51% owned by one or more minority individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by minority individuals. Minority individuals are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The business must be licensed and registered in the state of Oregon.

**Women Business Enterprise,** (defined in ORS 200.005), is a business which is at least 51% owned by one or more women. The woman or women must have managerial and operational control over all aspects of the business. The one or more women owner(s) must have made a real and substantial contribution of capital or expertise to the business, which is commensurate with their ownership interest. The business must be licensed and registered in the state of Oregon.

This report shall be in consolidated form showing all such purchases under the Contract. This report will be provided on an annual basis to OSU. This report will provide a cumulative figure that shows year to date amounts for each supplier ownership category.

# N. PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any 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.

# O. 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.

#### P SHRVIVAL

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

# Q. 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.

# R. MERGER.

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

# 8. CERTIFICATIONS AND SIGNATURES:

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

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

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.

# ATTACHMENT A DESIRED SYSTEM(S) CAPABILITIES

# **OVERVIEW**

OSU-Cascades is soliciting Proposals for a parking management services, including business requirements, system requirements, hardware and software, to manage vehicle parking that allow OSU-Cascades to meet the Parking Management Plan and City of Bend conditions of approval. OSU-Cascades may extend the contract to include the management of the parking management system (at the University's sole discretion).

OSU-Cascades **desires** that each Proposal meets the system capabilities, and clearly articulate which preferred capabilities your Proposal will meet or will not meet. Multiple hardware and software vendors may propose in one integrated Proposal or as separate multiple proposals to meet the needs of the desired and preferred requirements of the parking management system.

The successful Proposer(s) shall:

- Provide hardware, software, implementation by a date mutually agreed upon by both parties
- Be onsite to supervise the installation of Proposer's product(s)
- Provide hardware and maintenance for up to 12 months, as proposed
- Provide software and maintenance for up to 12 months,, as proposed
- Have staff and service technicians available to provide support for the system(s) within 24 hours of service failure
- Provide system training to OSU-Cascades staff for the operation and maintenance of the system(s)
- All remaining aspects of the system(s) set-up shall be the responsibility of the successful Proposer

# SYSTEM CAPABILITIES

Capabilities may include one or more technology enabled tools (hardware and software) that will enable the following **desired** and preferred system capabilities:

# ON-SITE PARKING MANAGEMENT SOLUTION

- 1. Develop an **on-site parking management solution** for the 10-acre site parking lot and street parking along private roadways (see exhibit G, photographs) with ability to expand to further surface or structured lots inclusive of at least 300 parking stalls. The proposal should include:
  - Parking permit management
    - Issuance of 3,000 regular student, faculty and staff permits
    - Allow multiple parking passes to be assigned to a single user account
    - Issuance of multiple permit types, including regular, visitor, event, ADA, carpool, University use permits (e.g. fleet vehicles)
    - Preferred:
      - System capable of expansion beyond 3000 permits
      - Hardware necessary to print, encode, or otherwise produce permits to enable printing on site at OSU-Cascades
  - o Payment management
    - Enable OSU-Cascades to accept payment for all permit types and replacement permits
    - Preferred:
      - Integration with Banner-based student records system
        - Auto-pay options attached to student billing process
        - Ability for University to hold student records based on parking enforcement or billing issues
        - Payroll deduction integration options for staff and faculty
      - Payment non-compliance notification through mobile applications

- o Pricing management
  - Provide flexible pricing models/strategies to charge for parking (e.g. rate based on peak parking times) that include monthly, quarterly, and annual pricing rates
  - Special rates/processes for managing campus visitors during regular business hours, after hours and off-peak hours, including parking for special events
  - Preferred:
    - Advising on price setting; University or system best practice set-up
- Parking utilization management
  - Track parking utilization per City of Bend condition of approval
  - Utilization data by individual permit holder or permit type, including duration of stay, typical location (on and off campus), time of day, day of the week, number and time of violations
  - Preferred:
    - Real-time availability of parking on or near campus
    - Dashboard style reporting capability
- Parking enforcement
  - Issue citations for violations
  - Track, record and report parking violations
  - Preferred:
    - Real-time identification of non-permitted users
    - Location identification of non-permitted users
    - Track, appeal and pay for citations digitally
    - Allow parking attendant to electronically read an individual permit to determine validity
- o Incentive management
  - Preferred:
    - Ability to integrate incentive programs e.g. reduction in parking permit price if individual rides a bike twice in a month.
    - Ability to integrate data into mobile/open source Transportation Demand Management software

# OFF-CAMPUS PARKING MANAGEMENT SOLUTION

- 2. OFF Campus Develop a Public Streets Parking Management solution for roads included in City of Bend condition of approval (Exhibit F)
  - Parking permit management
    - Not applicable; no permitting required on City of Bend public streets in this neighborhood in Bend
    - Preferred: ability to detect on-campus permit
  - o Payment management
    - Not applicable; no permitting nor payment required on City of Bend public streets in this neighborhood in Bend
  - o Pricing management
    - Not applicable
  - o Parking utilization management
    - Track parking utilization per City of Bend condition of approval
    - Utilization data including duration of stay, time of day, day of the week as per City of Bend condition of approval
    - Notification of OSU-Cascades permit holder utilization of City of Bend public street parking
  - Parking enforcement

- Notification of OSU-Cascades permit holder utilization of City of Bend public street parking
- o Incentive management
  - Preferred: Creative solutions to encourage on campus parking rather than on street for University permit holders

# ATTACHMENT B PRICING

(Insert pricing sheet, RFP Exhibit D after Award)

# EXHIBIT B CERTIFICATION

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

# SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the 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 they have 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 they:

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

# SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, I	Proposer	hereby (check one)
□ agrees		
☐ disagrees		
to offer the resulting contractual terms and prices to other public in	stitutions	
Authorized Signature:	Г	oate:
Addition25d Signature	_	, dic
Name (Type or Print):	_ T	elephone:()
Title:	_ F	ax:()
FEIN ID# or SSN# (required):	Email:	
Company:		
Address, City, State, Zip:		
Construction Contractors Board (CCB) License Number (if applica	ble):	
Business Designation (check one):		

☐ Sole Proprietorship

☐ Non-Profit

☐ Partnership

☐ Corporation

# EXHIBIT C REFERENCES

REFERENCE 1  COMPANY:  ADDRESS: CITY, STATE ZIP:  WEBSITE: GOODS OR SERV PROVIDED:	/ICES	CONTACT NAME: PHONE NUMBER: FAX NUMBER: E-MAIL:	
REFERENCE 2  COMPANY:  ADDRESS: CITY, STATE ZIP: WEBSITE: GOODS OR SERV PROVIDED:	VICES	CONTACT NAME: PHONE NUMBER: FAX NUMBER: E-MAIL:	
REFERENCE 3  COMPANY:  ADDRESS: CITY, STATE ZIP:  WEBSITE: GOODS OR SERVEROVIDED:	VICES	CONTACT NAME: PHONE NUMBER: FAX NUMBER: E-MAIL:	•

# EXHIBIT D PRICING

A proposer may submit on all or part of an integrated system for parking management. This project may ultimately incorporate multiple systems from more than one proposer to meet the desired capabilities.

On-Site Base Pricing	Costs
Hardware (all inclusive)	
Software (all inclusive)	
Proposer Covered Installation Costs	
System Training or Documentation Costs	
TOTAL COST	·
On-Site Campus Services	
System Hardware Maintenance (after 12 month initial warranty period)	
System Software Tech Support – Annual Cost	
Parking Passes (Cost per 500 units)	
TOTAL COST	
COMBINED TOTAL (if applicable)	
Off-Campus Base Pricing	Costs
Hardware (all inclusive)	
System Software (all inclusive)	
Proposer Covered Installation Costs	
System Training or Documentation Costs	
Off-Campus Services	
System Hardware Maintenance (after 12 month initial warranty period)	
System Software Tech Support – Annual Cost	
TOTAL COST	
COMBINED TOTAL (if applicable)	
COMBINED ON-SITE & OFF-CAMPUS (If applicable)	

Provide an itemized cost sheet clearly detailing out each piece of hardware and software that are included in the Proposal. Outline any specific additional hardware or software, not included in the Proposal that will be provided by OSU in the following categories:

- Server hardware
- Client hardware, including workstations, printers, scanners, etc.
- Network infrastructure
- Telecommunications/connectivity services

# **OSU-Cascades Parking Management Plan**

Bend, Oregon

Prepared For:
Oregon State University - Cascades
650 SW Columbia Street
Bend, Oregon 97702
(541) 322-3113

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Matt Kittelson, PE Joe Bessman, PE Phill Worth

Project No. 17590

April 2014



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# **SECTION 1: INTRODUCTION**

# **OVERVIEW**

Oregon State University—Cascades (OSU-Cascades) is establishing a permanent campus location on a 10-acre site in southwest Bend, near the intersection of SW Century Drive and SW Chandler Road. The City of Bend requires a Parking Management Plan to be prepared and submitted, as a part of the overall development application. This document fulfills that requirement.

# PARKING MANAGEMENT PLAN PURPOSE

The OSU-Cascades Parking Management Plan is established to ensure that the parking supply available for this site is efficiently and effectively managed, in a manner that is wholly consistent with the OSU-Cascades Sustainability Plan. The Parking Management Plan (PMP) supports the OSU-Cascades mission and sustainability goals by providing access for those that must drive, while limiting (1) the availability of parking and (2) the ensuing impacts of vehicular access on the environment and surrounding businesses and residents. Within this context, the PMP is one part of the overall OSU-Cascades Transportation Demand Management Plan.

The OSU-Cascades Parking Management Plan is developed to:

- Support the OSU Mission/Vision to train and equip students to make measurable and sustaining contributions to the world around them.
- Support OSU Sustainability Goals & Policies by prudently sizing parking facilities to provide access, while promoting stewardship of precious natural, civic and economic resources.
- Support OSU Good Neighbor Policies by fostering constructive relationships that create lasting value.
- **Support City Sustainability Initiatives** by providing a leading example of resource stewardship and extending assistance to others in their efforts.

# **OVERARCHING PREMISE**

Parking is an expensive asset to create, manage and maintain. It consumes land and requires capital to construct and additional financial resources to manage and maintain. Further, excessive parking encourages the misuse of vehicles for access, unnecessarily contributes to increased vehicle miles traveled per capita, and adds to surface run-off and other environmentally damaging effects. Therefore, it is prudent to right-size parking facilities and actively promote more environmentally and fiscally responsible methods of providing access to the OSU-Cascades campus.

# SUSTAINABILITY PLAN GOALS & OBJECTIVES

Context for the Parking Management Plan is drawn from many sources, beginning with the OSU-Cascades Mission and Vision. More specific guidance comes from the mission of the OSU-Cascades Sustainability Plan, which states:

OSU Cascades will demonstrate an unwavering commitment to shaping a future that is socially, economically and ecologically sustainable.

The Sustainability Plan goes on to describe a vision for the campus, key strategies for achieving that vision and the following set of development goals and objectives, listed below:

# Sustainability Plan Goals:

- Design a campus that honors and enhances human and natural communities of Central Oregon and is woven into the fabric of both.
- Build a campus that demonstrates innovation and leadership in energy and resource use, community integration and outstanding learning experiences for students, all in a financially viable manner. The campus will inspire external investment as a component of a long-term financial strategy.
- Design learning environments that emphasize and encourage new learning models, including living/learning systems, outdoor and collaborative learning spaces, collaborative employment/learning opportunities, and integration of campus facilities and landscape into the curriculum.
- Design and operate a campus that is transformative for visitors, faculty, staff, students, and the community. The campus will inspire shifts in the perception of what is possible and support a community-wide transition to more sustainable living.
- Design and operate a campus that firmly establishes a new transportation paradigm for universities generally and Central Oregon specifically. That paradigm will de-emphasize single occupancy motor vehicle use and accelerate the transition to acceptance of a broader array of transportation options.

# Sustainability Plan Objectives:

- Become the nation's first net zero energy, net zero waste, and net-zero water university campus.
- Develop a campus atmosphere that is not dominated by the motor vehicle as measured by a modal split where more than 50 percent of campus transportation needs are met by alternative modes.
- Invite private sector entities to the campus for the specific purpose of providing amenities that will keep students, faculty and staff on campus and entice members of the community

at large to visit. These amenities, in the form of housing options, food and beverage purveyors and entertainment options will transform the location from a "campus" to a "village" where people live, work, learn and play.

• Integrate important components of local and regional culture, from both the present and the past, into every building and the campus landscape.

# SECTION 2: PARKING MANAGEMENT PLAN GOALS & OBJECTIVES

A more specific set of goals and objectives has been established for the OSU-Cascades PMP.

# PARKING MANAGEMENT GOALS

- Effectively manage parking resources to optimize campus access via the parking system (referred to as functional capacity¹), while being consistent with access mode split goals².
- Efficiently manage parking resources to optimize ease of access, system utility and costs of management, maintenance and enforcement.

# PARKING MANAGEMENT OBJECTIVES

- Establish and apply guiding principles to support effective management and decisionmaking.
- Equip the system for efficient management and monitoring.
- Use appropriate access controls to meet goals for effectiveness, efficiency and mode split.
- Provide access to parking in accordance with established user priorities.
- Educate users in the appropriate use of parking resources.
- Encourage students, faculty and staff to rely on other methods than parking as their primary means of campus access.
- Enforce parking policy to reinforce appropriate use.
- Incentivize multi-occupant vehicle access.
- Manage single-occupant vehicle access to be consistent with access mode split goals.
- Monitor performance thresholds to guide management and assessment.

4

 $<sup>^{1}</sup>$  Functional capacity is defined as the number of persons that the parking system provides access to on a daily basis.

<sup>&</sup>lt;sup>2</sup> Mode split goals are established in the OSU-Cascades Transportation Demand Management Plan. They include goals for the percent of daily campus users that access by single-occupant vehicle, multi-occupant vehicle (carpool), and by other modes.

# **SECTION 3: PARKING POLICIES**

Policies give direction to the key aspects of providing and managing the parking system that supports the daily access needs of the OSU-Cascades campus. These policies address the siting and provision of parking facilities, establish the priority users of the system, commit to providing incentives and support to minimize parking demand and optimizing the efficient use of the parking supply, and establish restrictions on the use of parking and the intent to price and control access to the parking system.

# SITING & PROVISION

# I. On-campus

- A. Vehicular parking will be provided on campus to meet anticipated daily demands for access to campus, at levels consistent with goals and policies of the Sustainability Plan.
- B. Parking will be sited to be consistent with the 10-acre site plan and any subsequent campus master plan that may be prepared.

# II. Off-campus

- A. Off-campus parking may be made available to accommodate long-term parking demands, not generated by daily use of the campus.
- B. Siting of off-campus parking will consider opportunities to:
  - i. leverage proximity to the campus
  - ii. leverage access to transit, shuttle, bicycle, and pedestrian facilities
  - iii. partner with others through shared-use agreements
  - iv. minimize cost and impacts of parking and vehicular access

# III. Long-term, Daily, Partial Day, Hourly (responsive to user type)

- A. On-campus long-term (overnight) parking will only be provided to meet the Americans with Disabilities Act (ADA) requirements.
- B. On-campus daily parking will only be provided to meet ADA requirements and by authorization to invited guests.
- C. All other on-campus parking will be provided on a partial day and an hourly basis.

# **USERS & PRIORITIES**

It is appropriate to prioritize access to parking facilities, based on the type of user and their needs. Those with disability are guaranteed access to on-campus parking. Guests and visitors from outside the region also are given priority, due to their limited means of accessing the campus. Guests and visitors from within the community will be encouraged to carpool or use methods of active transportation (walking, biking, riding transit) for campus access. Off-campus students will be permitted access to on-campus parking for hourly and partial day use, with priority given to those that carshare / carpool / vanpool. Faculty and staff that carshare / carpool / vanpool also will be permitted access to on-campus parking or other parking facilities that are under the control of OSU-Cascades. On-campus students will not be permitted access to on-campus parking. Faculty and staff that drive alone will be permitted access to parking facilities at the OSU-Cascades Graduate Research Center or other parking facilities that are under the control of OSU-Cascades.

#### I. Guests and Visitors

A. A portion of the on-campus parking system will be designated and managed to accommodate guests and visitors to the campus. Guests and visitors also are welcome and encouraged to use the public supply of immediately adjacent on-street parking, as appropriate to their duration of stay.

#### II. Off-campus Students

- A. Priority will be given to off-campus students that establish the need for and capability to successfully use a partial day carpool permit.
- B. Permits will be issued to enrolled students in good standing for access to hourly and partial day on-campus parking that is designated for their use on a first-come, first-serve basis.
- C. Use of public on-street parking is strongly discouraged, particularly for access to classes or any other duration of stay greater than one hour.

#### III. Faculty and Staff

- A. Priority will be given to faculty and staff that participate in carshare / carpool / vanpool programs and successfully achieve a minimum participation level.
- B. No on-campus parking will be designated for individual faculty or staff use, except to meet ADA requirements.
- C. Off-campus permits may be issued to faculty and staff for access to parking at the OSU-Cascades Graduate Research Center (and/or other suitable sites).

#### IV. On-campus Residents

A. There will be no provision of on-campus parking for on-campus residents.

## **INCENTIVES**

Incentives will be offered to limit parking demands, particularly by students, faculty and staff. The incentives will be adjusted, as needed, to help meet goals and objectives and respond to changing circumstances. Examples of anticipated incentives are listed below.

#### I. Transit & Shuttle

- A. Transit passes will be issued to each enrolled student and every faculty and staff member.
- B. Shuttle service will be provided to all students, faculty and staff with current identification cards.

#### II. Bicycle

- A. Bicycle use will be incentivized through university policies and campus operated programs, which could include shower and locker facilities, bicycle repair facilities, and covered / protected bicycle parking.
- B. Secured bicycle parking in residential facilities will be allowed.

#### III. Walking

A. A variety of commute option incentives will be tailored to encourage and support frequent campus access via walking.

#### IV. Carshare / Carpool / Vanpool

A. Carpool spaces will be preferentially located to the benefit of the users.

## **SUPPORT**

OSU-Cascades is committed to supporting students, faculty and staff that commit to sustainable methods of accessing the campus and minimizing parking demands. This policy of support is made tangible through a range of support programs that will be tailored to the evolving needs of the users. Examples of the types of support covered by this policy are listed below.

## I. Transportation Demand Management Coordinator

A. A permanent location on campus, with staffing support, to provide information, guidance and coordinated efforts to optimize the use of non-auto methods of regularly accessing campus and the auto occupancy of each vehicle used for access.

#### II. Guaranteed Ride Home

A. Program participants (e.g., transit, carshare / carpool / vanpool) would be assured of a ride home or to another local destination, in case of an emergency.

#### III. Commute Options

- A. A range of support, promotions and awards for regular use of active transportation (walking, biking, transit) as the primary means of accessing campus.
- B. Education and training in the choices, methods of participation and benefits of involvement.

#### IV. Flex Vehicles

- A. Vehicles made available for faculty and staff to use for business purposes during daily activities within the Bend area.
- B. Vehicles made available for on-campus residents to "rent" on an hourly basis.

#### V. Bike Share

- A. Bicycles made available for faculty and staff to use for business purposes during daily activities within the Bend area.
- B. Bicycles made available for current students to "rent" on an hourly basis for access to offsite activities.

## RESTRICTIONS

- I. No on-campus parking will be made available to meet long-term parking demands, except to meet ADA requirements.
- II. Students living on campus will be advised of the restriction against long-term parking on campus and strongly discouraged from bringing a vehicle with them to school.
  - A. OSU will work with those on-campus students that must bring a vehicle with them, to locate appropriate parking to accommodate their long-term parking needs.

## **PRICING**

Pricing is an effective parking management tool that can simultaneously accomplish multiple objectives. Pricing clearly establishes the economics of parking for users, as they consider their options for how to access the campus. Pricing creates the opportunity for incentives that encourage users to carpool or

not rely on parking as their primary means of access. Pricing provides a reliable source of funding for managing the parking system and re-investing net revenues into incentives for sustainable access.

- I. Actual costs necessary to operate the parking system will be tracked to assure that the charges for parking take into account all costs of providing, operating and maintaining the parking system.
- II. Performance-based incentives will be used to manage utilization, adjusting in response to market conditions.

## GOOD NEIGHBOR AGREEMENT

It is OSU-Cascades policy to pursue Good Neighbor agreements with surrounding businesses and neighborhood associations that are willing to collaboratively work to their mutual benefit to minimize the misuse of parking resources and identify and appropriately deal with violators.

# SECTION 4: PARKING SUPPLY TYPES (LOCATION, PURPOSE, USERS, AND CONTROLS)

Parking supply is defined by the type of vehicle being accommodated, the purpose it serves, its intended users, and how it is controlled (by allowed duration of stay). Although parking supply comprises space and facilities for autos (including motorcycles) and bicycles, this parking management plan is prepared to address the management of parking for autos. Bicycle parking supply and how it is managed is addressed in the Transportation Demand Management Plan for OSU-Cascades.

## **SUPPLY TYPES**

Personal Vehicle (including scooter, motorcycle, automobile, and pick-up truck)

## I. Long-term, On-campus Parking

- A. No long-term parking (overnight) will be provided, except to meet ADA requirements.
- B. OSU-Cascades may choose to work with on-campus residents to locate a source of off-campus parking that would be appropriate for their use.

## II. Short-term, On-campus Parking

- A. A short-term parking supply of up to 300 spaces will be provided within the campus boundary.
  - i. The purpose of this supply is to meet the typical daily access needs of the campus and its various users.
  - ii. Users of this supply include guests, visitors, off-campus students, faculty, and staff.
  - iii. Access to this supply will be controlled in a manner that ensures appropriate use, but at reasonable cost to OSU-Cascades. Examples of controls that may be used include passes issued to guests and visitors (displayed on their vehicles) and permits, passes, stickers, or pay receipts that are issued to all other approved users of the parking supply. Mechanical and/or technological controls also may be used to ensure appropriate ingress/egress and use of the on-campus parking supply.

#### III. On-street Parking

A. By city code, OSU-Cascades is allowed to rely on 21 parking spaces located along the SW Chandler Avenue campus frontage. The convenience of this parking lends itself to campus visitors and those making brief trips to the campus. OSU-Cascades will regularly communicate to students, faculty and staff the desire for the on-street parking to be used by visitors and for brief trips to the campus, but not for access to work or school.

## Fleet Vehicle & Flex Vehicle

#### I. Fleet Vehicles

A. Permanent parking will be provided on campus, separate from the short-term parking supply, and restricted for fleet vehicle use only.

#### II. Flex Vehicles

A. OSU-Cascades will make available up to 10 spaces within the short-term parking supply for a provider of flex vehicles. These vehicles would be available for use by faculty, staff and eligible students to meet occasional travel needs from the campus and alleviates their need to bring a vehicle to campus.

# Bicycle

#### I. On-campus Residents

A. Students living on campus will be allowed to store their bicycle adjacent to or within their residential facility, providing a covered and secure location. Secured bike racks also will be provided outside of each residence hall to accommodate visitors that travel by bicycle.

## II. Off-campus Students, Faculty and Staff

A. The OSU-Cascades Sustainability Plan and supporting Transportation Demand Management Plan establish the intentions for attracting and accommodating off-campus users to rely on bicycling as a regular means of accessing campus. An ample, convenient and secure supply of bicycle parking will be provided in several locations around the campus.

# **SECTION 5: PARKING MANAGEMENT PROGRAMS**

A variety of programs are required to manage the OSU-Cascades parking system. The Parking Management Plan should be considered to include the full range of possible parking management strategies that, if applied, would be consistent with the Sustainability Plan. This document provides a representative sampling of the programs and strategies that are intended for use and/or available for future consideration to effectively manage the OSU-Cascades parking system. As such, it is neither prescriptive nor exhaustive. The manager of the parking system has responsibility for selecting, implementing, and modifying the programs and strategies, in order to achieve the goals and objectives of the OSU-Cascades PMP.

## ACCESS CONTROLS PROGRAM

#### I. Permits

Permits will be used as a primary means of controlling access to the OSU-Cascades parking system. Vehicles without a valid permit will be subject to fine and/or towing from the site. Permits will be issued in a manner that recognizes priority users, preferential treatment of carpoolers, and preferential treatment of partial day (short-term stay) users (potentially by time of day). Permits to faculty and staff, particularly those that drive alone, may only allow access to parking located at the Graduate Research Center. No permits will be issued for on-site, long-term parking, except to meet ADA requirements.

## II. Passes

Guest and visitor passes will be required for all vehicles that park on campus. Without assistance from the City of Bend, OSU is unable to require passes for vehicles that park on street. However, OSU will encourage all visitors to request and display a pass, regardless of parking location.

## III. Metered Spaces

OSU-Cascades may place a portion of the on-campus parking system under some form of "pay for time" metering. Vehicles improperly parked will be subject to fine and/or towing.

## IV. Gates or Other Forms of Access Control

OSU-Cascades may place a portion of the on-campus parking system under access control that restricts which users have access. Said controls would be installed at the sole discretion of OSU-Cascades.

## **ENFORCEMENT PROGRAM**

#### I. Staffing

OSU-Cascades will provide sufficient, trained staff resources to ensure that the on-campus parking supply is appropriately used and that violators are warned, fined and/or towed, as appropriate to the circumstances. Without assistance from the City of Bend, OSU is unable to enforce any parking policy or code related to the use of on-street parking.

## . II. Monitoring

OSU-Cascades will monitor use of the on-campus parking system frequently enough to ensure proper use and minimize the impact of violators on system efficiency.

#### III. "No Tolerance" Policy

## A. On-campus parking system

OSU-Cascades has a "no tolerance" policy for students, faculty and staff that abuse the oncampus parking system. Violators will be fined and/or towed. Records of violations will be maintained by the parking enforcement staff and reported to the Human Resources Department or the Registrar's Office, as appropriate. Repeated violations are subject to loss of parking rights, reprimand or other action deemed appropriate by OSU-Cascades. Without assistance from the City of Bend, OSU is unable to apply such a policy and program to the adjacent, on-street system.

#### B. Good neighbor parking (see Good Neighbor Parking Policy)

OSU-Cascades will respond to any call from a neighbor to investigate the potential for misuse of private parking by a campus user. If it can be established that the vehicle in question belongs to a student, faculty or staff person, action will be taken to address the parking abuse with the violator. Appropriate follow-up action will be taken with the Human Resources Department or the Registrar's Office, as well as the neighbor. Without assistance from the City of Bend, OSU is unable to apply such a policy and program to the adjacent, onstreet system.

## **INCENTIVES PROGRAM**

A market-based incentives program is envisioned for the on-campus parking supply and potentially the supply affiliated with the Graduate Research Center. Incentives will be used to lower costs, to correlate use with supply, to promote carpooling, and to assist campus users avoid reliance on parking as a primary means of access. The intent of these incentives is to optimize the productive person-access capacity of the parking system, while achieving equally important sustainability goals related to the use of active transportation for primary campus access.

#### I. Incentives

Incentives will be tiered to favor carpooling and short durations of stay. Tiers may consider the average number of auto occupants, daily hours of access, and/or time of day access. The number of permits issued at any one tier may be dependent on the overall demand for permits, the average peak occupancy of the on-campus parking supply, and the responsiveness of users to higher thresholds of auto occupancy to qualify for a permit and/or carpool incentive.

## II. Adjustments

Incentives may be adjusted by the parking manager at any time, in response to market conditions.

## COMMUNICATIONS PROGRAM

## I. Parking Policies

Parking policies will be provided to new students, faculty and staff. These policies will be reviewed during student and employee orientation. Policies also will be available on the OSU-Cascades website.

#### II. Alternatives

The OSU-Cascades parking manager will work closely with the OSU-Cascades TDM Coordinator to promote alternatives to parking and the reliance on parking as a primary means of access.

# III. Signage and Markings

Parking signage and markings will be provided and maintained to avoid confusion and reinforce appropriate use of the on-campus parking system. Without assistance from the City of Bend, OSU is unable to apply such a policy and program to the adjacent, on-street system.

# MONITORING PROGRAM

## I. Occupancy

On-campus parking occupancy will be monitored by enforcement staff, particularly during peak periods of parking demand.

On-street parking occupancy along the immediate site frontage will be observed by enforcement staff at the same time as on-campus parking. Without assistance from the City of Bend, OSU is only able to observe on-street parking utilization and note if any vehicles are displaying guest/visitor passes or have current on-campus parking permits.

#### II. Enforcement Actions

Records of enforcement actions will be maintained and monitored for the frequency of actions by type, location, and offender.

## III. Neighbor Contacts

Records of neighbor contacts will be maintained that include the date; time, location, issue, impacts party(ies), and action by OSU.

#### **IV.** Permit Distribution

Records of permits issued will be maintained and monitored for the type and number of permits that are issued during each period.

## V. Guest and Visitors Passes

Records of passes issued will be maintained and monitored for the type and number of passes issued each period.

#### VI. Enrollment and Employment

Records of student enrollment and number of on-campus employees (faculty and staff) will be maintained for the relevant information about the number of potential users of on-campus parking by type of student and employee.

#### Thresholds for Evaluation

#### I. Permit Demand Threshold

Should the volume of permit requests exceed 150%<sup>3</sup> of the number of permits available (across all permit types), the parking manager will evaluate the need to adjust incentives and/or redistribute the number of permits available by user type.

## II. Parking Demand Threshold

Should parking demand exceed 93%<sup>4</sup> full for four or more consecutive hours each day and for a period of 10 or more business days in a row, the parking manager will evaluate the underlying patterns and determine whether or not additional parking management strategies may be appropriate.

#### III. Enforcement Threshold

Should the number of recorded violations exceed 1%<sup>5</sup> of total number users accommodated by the on-campus parking system in any one enrollment period, the parking manager will evaluate the records to determine if there is an underlying cause that can be addressed through modifications to parking management strategies.

#### IV. Financial Performance Threshold

Should monthly costs to provide, manage, maintain, monitor, and enforce the on-campus parking system exceed budget in any three-month period, the parking manager will evaluate the need to identify cost-saving measures and/or adjust incentives.

## Thresholds for Decision-making

#### I. Parking Manager Decision

The parking manager has authority to make decisions at any time regarding the efficiency of ongoing management and operation of the on-campus parking system.

<sup>&</sup>lt;sup>3</sup> Many requests will be generated by students, faculty and staff that are for partial day and/or carpool spaces. It is expected that through the process of matching carpool requests, coordinating partial day requests and choosing from among many commute options and incentives this level of requests can be readily converted into the available number of parking permits. This threshold allows time for the OSU-Cascades parking manager and the TDM Coordinator to collaborate on the potential need or benefit of adjustments to the PMP and/or the TDMP.

<sup>&</sup>lt;sup>4</sup> Parking systems are sized to include some level of supply buffer above the anticipated typical peak parking demand. The supply buffer differs depending on a variety of factors, such as parking code requirements, user familiarity with the parking system, complexity of the parking system, availability of land, and cost to construct and maintain. The simplicity of the OSU-Cascades parking system and the high degree of familiarity that most users will have of the system (among many factors) has led to the conclusion that a 10% buffer is appropriate. As such, a 90% occupancy threshold can be expected to occur on most days.

<sup>&</sup>lt;sup>5</sup> This represents a sensitivity threshold that is consistent with the "No Tolerance" policy.

## II. Parking Manager Recommendation

At any time, the parking manager may bring forward to OSU-Cascades a request for decision and/or action that exceeds the authority of the parking manager.

## III. Permit Demand Threshold

Should the volume of permit requests exceed 300% of the number of permits available (by user type), the parking manager will prepare a recommendation for adjustments to incentives and the allocation of parking permits, the need for additional parking management strategies, and/or the expansion of the parking capacity (physically or functionally<sup>6</sup>).

## IV. Parking Demand Threshold

Should parking demand exceed 97% full for four or more consecutive hours each day and for a period of 20 or more business days in a row, the parking manager will prepare a recommendation for adjustments to incentives and the allocation of parking permits, the need for additional parking management strategies and/or transportation demand management strategies, and/or the expansion of the parking capacity (physically or functionally).

#### V. Enforcement Threshold

Should the number of recorded violations exceed 2% of the total number users accommodated by the on-campus parking system in any one enrollment period, the parking manager will prepare a recommendation for changes to fines and penalties, adjustments to incentives and the allocation of parking permits, the need for additional parking management strategies and/or transportation demand management strategies, and/or the expansion of the parking capacity (physically or functionally).

## **RESPONSE PROGRAM**

OSU-Cascades has a broad range of strategies (or actions) that could be taken in response to the findings of the Monitoring Program that are herein referred to as the Response Program. Two categories of strategies have initially been identified: Parking Management and Transportation Demand Management. Sample lists of strategies in each category are listed below as examples of what OSU-Cascades could implement or modify to address an issue identified through the Monitoring Program and/or improve the efficiency or effectiveness of the PMP.

## Parking Management Strategies

#### I. Parking Permit Ratios

- A. Increase the ratio of carpool to non-carpool permits.
- B. Increase the ratio of 3-person carpool to 2-person and/or non-carpool permits.
- C. Increase the ratio of partial day to daily permits.

<sup>&</sup>lt;sup>6</sup> Functional capacity of a parking stall is understood as the number of vehicles it will accommodate in one day. A daily parking pass renders the functional capacity equal to the physical capacity. Two partial day parking passes effectively double the functional capacity of a parking stall.

#### II. Parking Space Allocations

- A. Allocate more spaces as flex car spaces.
- B. Allocate more spaces as carpool spaces.
- C. Allocate more spaces as partial day spaces.
- D. Allocate more spaces as hourly or metered spaces.

#### III. User Incentives

- A. Increase incentives for users of carpool permits.
- B. Increase incentives for users of 3-person carpool permits.
- C. Increase incentives for users of partial day permits.
- D. Increase incentives for users of hourly or metered spaces.

#### IV. Enforcement Penalties

- A. Increase the fines for parking violations.
- B. Increase the severity of penalties that repeat violators are subject to.

#### V. Expand Physical Supply

- A. Provide additional bicycle parking facilities and amenities.
- B. Convert auto spaces to scooter/motorcycle spaces.
- C. Convert full-size auto spaces to compact spaces.
- D. Provide valet service for specific user-types and/or to dedicated valet spaces on or off campus.
- E. Secure shared-use agreements with surrounding property owners for use of a portion of their parking supply.
- F. Secure access to park-n-ride facilities.
- G. Develop additional site area as on-campus parking.
- H. Lease or purchase additional land to provide additional parking capacity.

## **Transportation Demand Management Strategies**

#### I. Transit

- A. Provide transit passes to all faculty, staff and enrolled students.
- B. Provide reward programs for high ridership rates.
- C. Identify methods of improving transit service and communicate them to the transit agency.
- D. Promote the installation of bike racks on all transit buses.
- E. Support opportunities to access, expand and/or add new transit park-n-ride facilities.

#### II. Shuttle

- A. Provide shuttle service between OSU-Cascades and COCC.
- B. Improve shuttle service between OSU-Cascades and COCC.
- C. Add shuttle stops to routes between OSU-Cascades and COCC.
- D. Extend shuttle routes and provide additional stops between OSU-Cascades and COCC.
- E. Promote the installation of bike racks on all shuttle buses.

#### III. Bicycle

- A. Provide/Increase incentives for frequent bicycle access.
- B. Expand/Improve bicycle parking facilities.
- C. Provide/Expand on-campus bicycle amenities.

#### IV. Pedestrian

- A. Provide/Increase incentives for frequent walk access.
- B. Provide/ reward programs for high rates of walking to campus.

## V. Transportation Demand Management Coordinator

- A. Provide a TDM Coordinator.
- B. Provide space to deliver coordination services and promote TDM programs.
- C. Provide in-person and on-line TDM support to faculty, staff and enrolled students.

#### VI. Carshare / Carpool / Vanpool

- A. Establish and promote carpooling.
- B. Provide incentives for carpooling, such as employee parking cash-out, preferential parking locations, carpool matching, discounts, and rewards.

#### VII. Guaranteed Ride Home

A. Provide assurance of a guaranteed ride for TDM program participants.

#### VIII. Commute Options

- A. Provide a range of support, promotion and award programs for regular use of active transportation (walking, biking, transit) as the primary means of accessing campus.
- B. Provide education and training in commute choices, the various methods of participation and the benefits of involvement.

#### IX. Flex Vehicles

- A. Promote access to vehicles for faculty and staff to use for business purposes during daily activities within the Bend area.
- B. Promote access to vehicles for on-campus residents to "rent" on an hourly basis.

#### X. Bike Share

- A. Promote access to bicycles made available for faculty and staff to use for business purposes during daily activities within the Bend area.
- B. Promote access to bicycles made available for current students to "rent" on an hourly basis for access to off-site activities.

## REPORTING PROGRAM

The parking manager will prepare an annual report for the OSU-Cascades administration that summarizes the management and operations activities of the parking system. Included in the report will be summaries of each area of monitoring; performance against the goals, objectives and measures; actions taken during the year, and recommendations going forward. An abbreviated version of this report will be made available to the City of Bend.

# **INCLEMENT WEATHER PROGRAM**

Central Oregon winters regularly have days that may make biking or walking to campus more challenging for those that access campus. Consistent with the commitment and policies of OSU-Cascades, the University intends to provide and/or incentivize access options that do not involve driving alone to campus. Many of the strategies to be employed in such situations are outlined within other

sections of this plan. Nonetheless, the specific strategies by which modal options will be provided on inclement weather days are described in the following with notes specific to such days.

#### I. Transit

- A. Provide transit passes to all faculty, staff and enrolled students.
- B. Partner with CET to provide more frequent and/or modified routes on inclement weather days to serve a wider population.
- C. Communicate bus route options to users on inclement weather days.

#### II. Shuttle

A. Provide shuttle service to students, faculty and staff living off-campus at predefined pick-up locations on inclement weather days.

#### III. Bicycle

- A. Clear all on-campus bicycle facilities of snow and ice.
- B. Work with the City of Bend to ensure that key bicycle routes are cleared of snow.

#### IV. Pedestrian

- A. Clear onsite pedestrian facilities of snow and ice.
- B. Work with the City of Bend to ensure that key pedestrian routes cleared of snow.

#### V. Transportation Demand Management Coordinator

- A. TDM Coordinator will coordinate and communicate modal options on inclement weather days.
- B. Provide a variety of real-time, electronic and other communication techniques to explain and promote inclement weather services for campus access.

#### VI. Carshare / Carpool / Vanpool

- A. Establish and promote carpooling.
- B. Encourage carpooling on days of inclement weather.

#### VII. Commute Options

A. Provide incentives specific to non-single occupancy vehicle use on days of inclement weather.

#### VIII. Virtual Instruction

A. Provide virtual instruction options on days of inclement weather to accommodate users who cannot safely travel to campus.

# **APPENDIX A: PARKING SUPPLY ESTIMATION**

The purpose of this section is to present the OSU-Cascades campus parking demand for use in sizing the Phase 1 parking supply. This section details the methodology used to produce the parking estimate and describes various factors that influence parking demand.

## UNIVERSITY PARKING OVERVIEW

Parking demand at a university is very dynamic, fluctuating on an hourly, daily, weekly, and seasonal basis. The primary factor influencing parking demand is campus population, and within that population the splits between on-campus/off-campus residents and full-time/part-time students. Campus population is driven by enrollment, faculty-to-student ratios, and the staffing requirements to support all campus operations. Enrollment varies within and across terms (or semesters), and is heavily influenced by the course offerings, economy, and cost of attendance.

Generally, fall term enrollment is higher than spring enrollment, and both terms contain a higher enrollment than summer. Enrollment within a given term is typically stabilized by the second or third week of classes, which is also the general time period required for university students to complete their registration activities, establish a routine schedule, and finalize their class schedules without financial penalties. Formal enrollment numbers are reported on the 4<sup>th</sup> week of classes to reflect more stabilized conditions. The parking system should be expected to accommodate typical demands during these stabilized conditions.

Classes also vary on a daily basis. Monday through Thursday courses are generally reflective of typical peak conditions. Some universities offer limited or no classes on Fridays; OSU-Cascades intends to offer Friday classes. As such, classes can meet on a daily basis and for several hours to less than weekly. Weekend classes may occur, but are typically very limited in comparison to weekday offerings.

On a given day, the highest occupancy of classroom space at typical universities generally occurs between 11:00 a.m. and 3:00 p.m. However, this can vary depending on the types of students served, the courses offered, and the availability of faculty and facilities. For instance, universities that cater to professional students must offer morning, evening and weekend courses to better meet their needs.

There is an evolution taking place within the university academic environment that is driven by technology and advancements in instructional formats. On the technology side, many universities have begun offering on-line courses. The effect of these offerings is to increase the teaching capacity of the university by providing "virtual space" rather than constructing additional physical space. This also means that enrollment can increase without creating any additional demand for parking; access is obtained electronically. Thus, student enrollment or student headcounts are no longer necessarily reliable surrogates for estimating parking demands for campus access.

On the instructional side, traditional methods of lecture, homework and testing are being enhanced or supplanted with group-learning activities that are more discussion-driven. As such, the frequency of

full-class sessions is declining, while the frequency of small-group work sessions is increasing. These sessions occur in classroom seats (or instructional seats), as well outside the classroom in non-instructional seats. Thus, the capacity of formal and informal seating and the operating capacity of physical facilities (gross square-footage less foyers, hallways, stairwells, elevators, etc.) provide a more reliable means of estimating person-demand for access to a campus and how much parking should be provided to support that level of access.

In light of the general factors identified above, a parking demand estimate has been formulated that accounts for the following:

- Two enrollment scenarios of 1,190 (buildout) and 1,890 (maximum capacity) students.
- A maximum seating capacity of 1,138 (including seating for instruction, all other non-instructional purposes, and for faculty and staff [estimated at 70 seats]).
- A faculty and staff population of approximately 70.
- On-campus residential facilities that accommodate up to 300 students.
- On-campus dining facilities for students, faculty, and staff.
- A relatively small amount of retail space to support campus activities and campus life.
- Stabilized conditions following the initial registration period of each term.
- Typical Monday through Friday conditions.
- Peak parking demands consider the period between 11:00 a.m. and 3:00 p.m.
- The intent to offer instruction between 7:00 a.m. and 7:00 p.m. each weekday.
- Typical demands for parking access by guests, visitors and contractors that are scaled to the enrollment scenarios.

## CAMPUS POPULATION

The OSU-Cascades campus population comprises university students, faculty and staff (employees), and guest and visitors. Each group has unique travel choices and behaviors, which must be considered when sizing a parking system to accommodate their access needs.

## **University Students**

University students are generally categorized by their enrollment status: full-time students (12 or more credit hours per term) and part-time students (1 to 11 credit hours per term). For universities that provide on-campus housing, students also can be categorized as on-campus residents or off-campus residents (enrolled full-time or part-time). OSU-Cascades intends to provide on-campus housing for full-time students only. The number of full-time and part-time students anticipated to be physically attending classes when the campus first opens is approximately 1,190. For the purpose of sizing the

parking system, OSU-Cascades has estimated that there will be approximately 1,890 students enrolled and physically attending classes when the campus is operating at its maximum capacity.

Campus residents: The provision of on-campus housing can have a significant effect on campus parking demands. The obvious benefit of campus housing is that resident students are able to access classes and other campus facilities by walking or biking. As such, their *daily campus access needs* are met without the use of a personal vehicle and, therefore, without the need for a daily or short-term parking space. However, universities that allow campus residents to have a personal vehicle and store it on the campus, limit the efficiency of the parking system. Long-term storage (overnight parking) of personal vehicles is costly and highly inefficient from a parking management perspective because it only allows one parking space to serve one automobile each day. Thus, OSU-Cascades has developed a policy that will restrict resident students from parking a car on campus. OSU-Cascades is considering how it can help students locate off-site parking through partnerships with others that have available parking that could accommodate this type of parking.

OSU-Cascades intends to provide residential accommodation for up to 300 full-time students. These full-time students can be expected to be on campus during most days of the week and during most of the peak period between 11:00 a.m. and 3:00 p.m. They are not expected to create any daily demand for campus access via the on-campus parking system.

**Full-time students:** The majority of full-time, off-campus students are expected to be present at least two days each week and at some point between the peak 11:00 a.m. to 3:00 p.m. hours. Approximately 65% of enrolled students are expected to be full-time (whether they live on campus or off campus). Those students that do not walk, bike, rideshare, take the shuttle, or take transit may request a parking permit to meet their daily access needs. Of those that do, many may schedule classes only in the morning, afternoon and/or evening and, therefore, have their need met by a partial day parking permit. Other full-time, off-campus students may schedule their classes on just two or three days a week (Tuesday and Thursday or Monday, Wednesday and Friday). Said students would be attracted to a parking permit that provided just two or three days of access to campus each week. Many students seeking access by parking permit may choose an incentive that matches them with a carpool partner.

Part-time students: Students enroll part time for a variety of reasons. They may work, they may have other obligations that prevent full-time study, or they may not be able to afford full-time status, to name a few. Part-time students are much less likely to be present on the campus each day and during the peak midday hours (11:00 a.m. to 3:00 p.m.). They tend to have classes in a block of time (mornings, afternoons or evenings only) and on fewer days each week. Some part-time students are dependent on their personal vehicles for access to work and to school. Others cannot afford to have personal vehicles. Approximately 35% of enrolled students are expected to be part-time.

## **University Employees**

University employee types include faculty and staff, and administration. Staff tends to have a more traditional work week, whereas administrators are more transitory and faculty adapt their schedules to

the demands of research, publishing, and teaching. It is anticipated that approximately 70 faculty and staff will constitute the employee population at the OSU-Cascades campus. On a typical day between 11:00 a.m. and 3:00 p.m., OSU-Cascades estimates that approximately 70% (or 49) of the faculty and staff will be present on the campus. The remaining 21 employees may not be working, may be working from home, may be working away from the campus (e.g., at off-site meetings, on sabbatical, hosting/attending field trips, making presentations), or may be on vacation.

Table A-1 provides a summary of two campus population scenarios that are referred to as "opening day" and when the campus is fully occupied (estimated buildout).

Table A-1: Estimate of OSU-Cascades Campus Population.

Estimated Campus Population	Opening Day	Estimated Buildout
Full-time Students Living On Campus	300	300
Part-time Students Living On Campus	0	0
Full-time Students Living Off Campus	500	900
Part-time Students Living Off Campus	390	690
Total Student Enrollment	1,190	1,890
Faculty & Staff	70	70
Total Campus Population	1,260	1,960

## **University Visitors**

Parking demands of a range of visitor types also have been included in the parking estimates. This includes employees and customers of the on-site retail uses, friends and family of students, alumni and prospective students, guests of the university, and service providers of all types. Generally, university visitors are less likely to be present on the campus during the peak hours than students or employees, but are the most likely to drive to the campus. Although there is much variability to the number of university visitors that come on any given day, it is estimated that there is a correlation between student enrollment and number of visitors. Thus, a range of 80 to 110 daily visitors are estimated, based on the two scenarios being considered.

#### CAMPUS SEATING CAPACITY

The teaching and educational capacity of the OSU-Cascades campus has a significant effect on the parking demand potential. Once constructed, the campus will contain a total of 1,068 teaching and non-instructional seats. In addition, there will be 70 seats for the 70 employees (faculty and staff). Physical and scheduling constraints place a limit on what is practically achievable, in terms of occupancy

of these seats. OSU-Cascades intends to operate at approximately 60% of instructional space capacity during the first term of operations and not exceed 85% of capacity at buildout.

Table A-2 provides a breakdown of the total number of seats to be provided with completion of the OSU-Cascades campus. As shown, the estimated number of students on the campus during the midday peak on opening day is 690. This number is estimated to not exceed 957 by the time the campus reaches its estimated buildout. This is the practical maximum number of students, faculty and staff anticipated on the campus during the typical weekday peak period. Note that this is approximately half of the 1,890 students estimated to be enrolled and physically attending at buildout.

Table A-2: OSU-Cascades Campus Seating Capacity

Campus Seating Capacity	Fully Constructed
Teaching Seats	713
All Other Seats (including 70 employee seats)	355
Campus Seating Capacity	1,068
Preferred Operating Capacity (60%, excluding employee seats)	641
Maximum Operating Capacity (85%, excluding employee seats)	908
Estimated Faculty and Staff Operating Capacity (70% of employees)	49
Preferred Operating Seating Capacity	690
Maximum Operating Seating Capacity	957

## Campus Seating Generating Demand for Access

Table A-2 summarizes that the OSU-Cascades campus is likely to generate demand for 690 seats during the typical mid-weekday peak on opening day and 957 seats at buildout. The on-campus, full-time students are a portion of the population that creates this demand for seats; however, they create no daily parking demand for access to those seats. Thus, an estimate is needed of the occupied seats that create a demand for access to the campus. This demand is only generated by those students, faculty and staff that live off-campus.

Table A-3 presents an estimate of the number of occupied seats that will generate a daily demand for access to the OSU-Cascades campus under the two enrollment scenarios being considered. The methodology represents the assumption that approximately 65% of students on campus during the mid-day peak will be full-time and 35% will be part-time. At buildout, this translates to 694 of the 867 seats (see Table A-3) being filled by full-time students. Some portion of those 694 seats is occupied by full-time students that live on campus and generate no demand for access to the campus. For this

estimate, it is assumed that 85% (or 255) of the 300 on-campus, full-time students occupy seats, leaving 439 seats to be occupied by full-time students that live off campus and create a daily demand for access. The other 20% of seats (or 173) creating a daily demand for access are estimated to be occupied by off-campus, part-time students. Adding together the demands for access from off-campus full-time and part-time students with the demands expected from faculty and staff, results in an estimated 435 seats on day of opening and 702 seats at buildout that generate some type of daily demand for access to the OSU-Cascades campus during the mid-weekday peak period between 11:00 a.m. and 3:00 p.m.

Table A-3: OSU-Cascades Campus Seats Generating Daily Demand for Access at the Midday Peak

Campus Seating Category	Opening Day	Estimated Buildout
Total Number of Student Seats Occupied at Operating Capacity	641	908
Percentage of Student Seats Occupied by Full-time Students at Peak	~65%	~65%
Estimate of Occupied Seats Filled by Full-time Students	436	581
Subtract 85% of Full-time Students Living On Campus	(255)	(255)
Estimate of Seats Filled by Full-time, Off-campus Students	181	326
Percentage of Student Seats Occupied by Part-time Students at Peak	~35%	~35%
Estimate of Seats Filled by Part-time, Off-campus Students	205	327
Total Number of Student Seats Occupied by Off-campus Students	386	653
Total Number of Faculty and Staff Seats	70	70
Total Number of Faculty/Staff Seats Occupied at Capacity (70%)	49	49
Total Number of Seats Generating Daily Demand for Access	435	702

## ACCOMMODATING DEMANDS FOR ACCESS

OSU-Cascades intends to provide a variety of options for accessing the campus on a day-to-day basis. These include walking, biking, riding shuttles or transit, ridesharing (drop-off/pick-up), carpooling, and potentially driving alone. Only the last two methods result in parking demand that should be accommodated by an on-campus parking supply. The following section describes the level of access each of these modes is estimated to provide to students, faculty and staff that seek daily access to campus during the peak period from 11:00 a.m. to 3:00 pm.

## Transportation Demand Management

A number of factors can influence the choice of which mode to use for accessing the OSU-Cascades campus. They include, but are not limited to, the availability of options (how many modes are available when travel is needed), the distance of travel, terrain and weather conditions, the cost of travel, and the relative convenience and reliability that each choice offers. A broad range of programs and

strategies have been developed over the past 30 years to influence mode choice and collectively they are referred to as transportation demand management (TDM).

OSU-Cascades has expressed a strong commitment to sustainable practices and TDM is among them. Several policies and programs that provide the underpinnings of a successful TDM plan have already been developed, as well as a specific Parking Management Plan that will be applied to the on-campus parking system, once it is constructed. Examples of the policies and strategies that will have a significant influence on mode choice are provided below:

- Locate the campus near existing retail, supporting businesses and social/civic/recreational opportunities so that many daily needs and desires can be met by walking, biking or riding shuttle or transit.
- Locate the campus in an area where existing students are known to reside.
- Locate the campus on a transit route.
- Locate the campus in an area with good connections to the city's sidewalk, trails, pathways, and bicycle system.
- Provide safe and secure bicycle parking facilities and supporting amenities (e.g., lockers, showers, repair stations, bike route maps).
- Provide incentives for biking and a rewards program for promotion of biking.
- Support a bike share program.
- Provide safe and secure pedestrian facilities, promote completion of the pedestrian system in the surrounding areas of campus and provide supporting amenities (e.g., lockers, showers, pedestrian and trails route maps).
- Provide incentives for walking and a rewards program for promotion of walking.
- Connect the OSU-Cascades campus and the Central Oregon Community College campus with free shuttle/transit service for currently enrolled students, faculty and staff.
- Extend shuttle/transit service hours, frequency, routes, and/or stops.
- Provide fully subsidized transit passes to all enrolled students and all faculty and staff.
- Prohibit long-term (overnight) parking by students that live on campus.
- Provide an appropriate amount of on-campus parking that is consistent with the intent of discouraging single-occupant vehicle trip-making to the campus.
- Manage access to on-campus parking through permits or other managed control methods.
- Enforce appropriate use of the on-campus parking system.
- Promote and provide training, incentives, rewards, preferential treatment, matching programs, and/or other support for rideshare/carpooling/vanpooling.
- Provide commute options education and support.

- Provide a Guaranteed Ride program for all registered walk, bike, shuttle, transit, rideshare, and carpool participants.
- Provide telework, compressed work week, compressed school week, extended school and work hours, and flex time.
- Provide on-site services (e.g., dining facilities, cafes, coffee shops, bookstore, and bank machines).
- Provide subsidies and/or incentives (e.g., parking cash out student/employee parking, reduced cost or increased incentive for carpool, alternative mode subsidy, and/or gifts/awards for alternative mode use).

# The Influence of TDM Policies and Programs on Mode Choice

Substantial research has been conducted by public agencies, research institutes, commuter assistance organizations, and transportation management associations to establish the relationship between specific TDM strategies and their impact on mode choice, reduction of single-occupant travel, and vehicle miles traveled. A frequently cited document from within Oregon is the *Guidance for Estimating Trip Reductions from Commute Options*, published by the Oregon Department of Environmental Quality in August 1996 (DEQ research). A table from the DEQ research document (labeled Table A-4 in this memorandum) is repeated on the following two pages and contains a variety of TDM strategies, with brief descriptions and the potential trip reduction that each strategy represents.

An example from the DEQ research is highlighted for illustrative purposes. The DEQ research found that providing a bicycle program with such features as safe/secure bicycle parking facilities, showers, and subsidies had the effect of reducing vehicle trip making by up to 10%. Larger reductions can be achieved by expanding the features included in such a bicycle program, as is being considered by OSU-Cascades.

This and other related research informs the estimates made for the mode choices that students, faculty and staff are likely to make, in light of the TDM policies, programs and strategies being considered by OSU-Cascades.

Table A-4: Trip Reduction Potential from August 1996 DEQ Research.

Strategy	Description	Potential T	rip Reduction
Telecommuting	Employees perform regular work duties at home or at a work center closer to home, rather than commuting from home to work. This can be full time or on selected work days. This can require computer equipment to be most effective.	82-91% 14-36%	(Full Time) (1-2 day/wk)
Compressed Work Week	Schedule where employees work their regular scheduled number of hours in fewer days per week (for example, a 40 hour week in 4 days or 36 hours in 3 days)	7-9% 16-18% 32-36%	(9 day/80 hr) (4/40) (3/36)
Transit Pass Subsidy	For employees who take transit to work on a regular basis, the employer pays for all or part of the cost of a monthly transit pass.	19-32% 2-3%	(full subsidy, high transit service) (half subsidy, medium transit service)
Cash Out Employee Parking	An employer that has been subsidizing parking (free parking) discontinues the subsidy and charges all employees for parking. An amount equivalent to the previous subsidy is then provided to each employee, who then can decide which mode of travel to use (with subsidy above the cost of a monthly transit pass, those employees would realize monetary gain for using transit).	8-20 % 5-9 % 2-4%	(high transit service available) (medium transit services available) (low transit services available)
Reduced Parking Cost for HOVs	Parking costs charged to employees are reduced for high occupancy vehicles (HOV) such as carpools and vanpools.	1-3 %	
Alternative Mode Subsidy	For employees that commute to work by modes other than driving alone, the employer provides a monetary bonus to the employee. Most often, the bonus is provided monthly in the employee's paycheck.	21-34%	(full subsidy of cost, high alt.modes) (half subsidy of cost,medium alt.modes)
On-Site Services	Provide services at the worksite that are frequently used by the employees of	1-2 %	

Table A-4 (continued): Trip Reduction Potential from August 1996 DEQ Research.

Strategy	Description	Potential Trip Reduction
	that worksite. Examples include cafes, restaurants, dry cleaners, day care and bank machines.	
Bicycle Program	Provides support services to those employees that bicycle to work. Examples include: safe/secure bicycle storage, shower facilities and subsidy of commute bicycle purchase.	0-10 %
On-site Rideshare Matching for HOVs	Employees who are interested in carpooling or vanpooling provide information to a transportation coordinator regarding their work hours, availability of a vehicle and place of residence. The coordinator then matches employees who can reasonably rideshare together.	1-2 %
Provide Vanpools	Employees that live near each other are organized into a vanpool for their trip to work. The employer may subsidize the cost of operation and maintaining the van.	15-25% (company provided van with fee) 30-40% (company subsidized van)
Gift/Awards for Alternative Mode Use	Employees are offered the opportunity to receive a gift or an award for using modes other than driving alone.	0-3 %
Provide Buspools	Employees that live near each other or along a specified route are organized into a buspool for their trip to work	3-11 %
Walking Program	Provide support services for those who walk to work. This could include buying walking shoes or providing showers.	0-3 %
Company Cars for Business Travel	Employees are allowed to use company cars for business-related travel during the day.	0-1 %
Guaranteed Ride Home Program	A company owned or leased vehicle or taxi fare is provided in the case of an emergency for employees that use alternative modes.	1-3 %
Time off with Pay for Alternative Mode Use	Employees are offered time off with pay as an incentive to use alternative modes (rather than monetary, bonus, gift or awards)	1-2 %

SOURCE: Guidance for Estimating Trip Reductions From Commute Options, Oregon Department of Environmental Quality, August 1996.

Modes that students, faculty and staff have to choose from for daily access to the OSU-Cascades include walking, biking, riding shuttle, riding transit, being dropped off and/or picked up, carpooling, and driving alone. Estimates of the rates by which each mode is chosen are provided below.

## Walking Mode Choice

Based on address information of current OSU students, faculty and staff, it is estimated that approximately 20% live within a reasonable walking distance of the new OSU-Cascades campus. This is illustrated in Figure 1 on the following page. The system of sidewalks, pathways and trails in this area is well-developed (although gaps do exist in certain locations). Terrain in the area is conducive to walking, with flat to gentle grades except near the river-formed bluffs. As evidence of the walkable character of Bend, the city has received a walkability score of 80 out of a possible 100 (considered "very walkable") in the area around the OSU-Cascades campus.

The district where the campus is located includes many supporting land uses that are conducive to walking, including grocery stores, restaurants, cafes, coffee shops, retail stores, banking and other supporting services. These surrounding land use amenities alleviate the need for a vehicle and promote walking as a reliable means of daily campus access. This is reinforced by the dining, retail and services that will be located directly on the campus.

The TDM policies, programs and strategies being considered by OSU-Cascades have the potential to measurably increase the walking mode choice above what would otherwise occur. Referring only to the DEQ research suggests a 5% to 20% increase in walking mode choice above what would occur without TDM. With approximately 20% of today's campus population living within a walking distance of the campus and considering the walkability and supporting land uses in the area, it is reasonable to estimate that 12% to 15% of future campus populations on site during the peak will walk. Factoring the impact of the TDM effort could readily increase this range to between 15% and 18% that will walk. For the sake of estimating a supporting parking supply, it is conservatively assumed that only 15% of the students, faculty and staff that are on campus during the peak hours from 11:00 a.m. to 3:00 p.m. on a typical weekday will have chosen walking as their primary means of access.

#### Biking (or Cycling) Mode Choice

Conditions for biking are very similar to those for walking. Approximately 25% to 30% of the current campus population is within a reasonable biking distance of the campus. Biking is already commonplace in Bend and promoted by the City for commuting, exercise and recreation. A network of bicycle facilities exist and plans are in place to improve and expand it. A large number of supporting land uses are within the biking area of campus and along major biking corridors that lead to campus. As such, it is reasonable to estimate that between 12% and 18% of future campus populations will bike.

The TDM policies, programs and strategies being considered by OSU-Cascades have the potential to measurably increase the biking mode choice above what would otherwise occur. Referring only to the

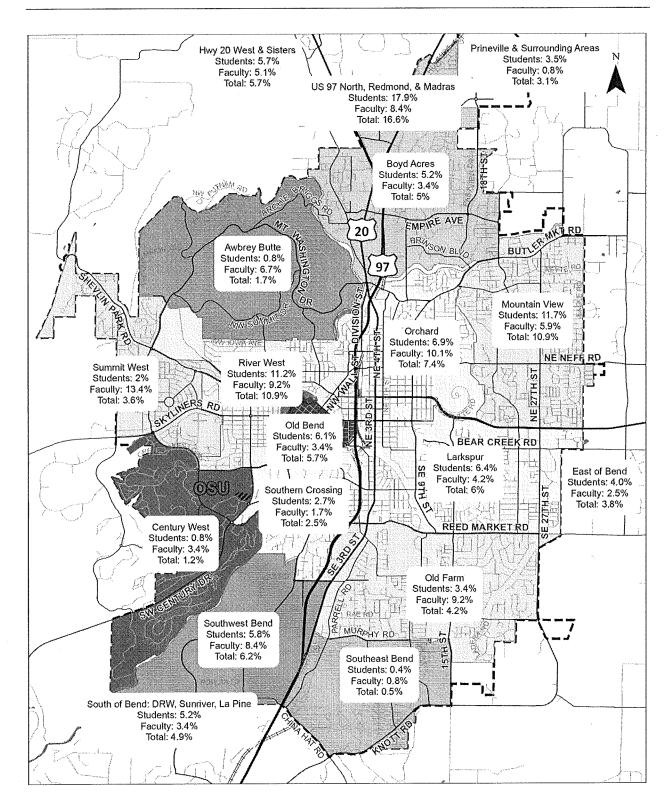


Figure 1 – OSU-Cascades Current Addresses: Percentage of Addresses by Area

DEQ research suggests a 10% to 20% increase in biking mode choice above what would occur without TDM. Factoring the impact of the TDM effort could readily increase the biking mode choice range to between 15% and 21% that will walk. For the sake of estimating a supporting parking supply, it is conservatively assumed that only 15% of the students, faculty and staff that are on campus during the peak hours from 11:00 a.m. to 3:00 p.m. on a typical weekday will have chosen biking as their primary means of access.

#### **Transit Mode Choice**

Transit service is currently provided to the site at the Chandler Avenue/14<sup>th</sup> Street roundabout. Current coverage and service-levels of transit in Bend are comparatively low and would otherwise support a transit mode split range of approximately 3% to 5%. OSU-Cascades intends to provide significant TDM policy and program support for transit ridership to the campus. This includes fully subsidized transit passes for every enrolled student and each faculty and staff member. Other TDM support services (e.g., guaranteed ride, on-site services, promotion and rewards) also are anticipated. The DEQ research suggests that these TDM efforts could increase the transit mode choice by 4 to 8 percentage points, resulting in a range from 7% to 13% that could choose transit as their primary means of campus access.

Cascades East Transit (CET) is in direct discussions with OSU-Cascades regarding opportunities to revised transit routes, stops and services between the Hawthorne Station, COCC, and the OSU Cascades Campus. Partnership between OSU Cascades and CET is seeking to achieve these revisions and extend the hours of service and reduce the headways along this route. CET has expressed confidence in the ability to capture and serve 10% of the student, faculty and staff demand for daily campus access. For the sake of estimating a supporting parking supply, it is therefore assumed that only 10% of the students, faculty and staff that are on campus during the peak hours from 11:00 a.m. to 3:00 p.m. on a typical weekday will have chosen transit as their primary means of access.

#### Shuttle Service Mode Choice

Shuttle service between COCC and OSU Cascades will serve the "2+2" program students (students simultaneously attending both schools) and other students that are pursuing core classes on the COCC campus and junior/senior courses at OSU. This service may be provided as an extension of the COCC shuttle system or through the rerouted CET transit service. Between 20% and 40% of the OSU-Cascades student population may be involved in the 2+2 program or simply enrolled at both campuses.

Shuttle service between COCC and OSU-Cascades creates unique opportunities for productive shuttle ridership. Students, faculty and staff that are within walking and biking distance of COCC would have access to free shuttle service to and from OSU-Cascades. As well, students, faculty and staff that carpool or drive to COCC for classes/work would be eligible to use the free shuttle service for their classes/work at OSU-Cascades (similar to a park-n-ride facility). Finally, shuttle routes could be adjusted and stops introduced that expanded the potential to capture students, faculty and staff as shuttle users.

Characteristics of this shuttle service are most comparable to transit services and buspool services that were evaluated in the DEQ research. These findings suggest that such services have the potential to capture between 5% and 14% as shuttle users to campus. The upper end of this range is practical, when considering that the service will be free, it works like a park-n-ride facility for certain users and that the routes and stops can be adjusted to capture students, faculty and staff that live between the two campuses. For the sake of estimating a supporting parking supply, it is therefore assumed that only 10% of the students, faculty and staff that are on campus during the peak hours from 11:00 a.m. to 3:00 p.m. on a typical weekday will have chosen shuttle as their primary means of access.

## Drop-off Mode Choice

A student drop-off area is being incorporated into the site plan along Chandler Avenue. This area will provide direct access to the academic core of the campus. A variety of students, faculty and staff will find this access option to be appealing. High school graduates from the Bend area that choose to live at home and save on travel costs may be dropped off by family members or friends. Students, faculty and staff that don't have access to a personal vehicle or want to cut commuting costs may share a ride with someone in the household or neighborhood that would be willing to drop them off on the driver's way to his/her other destination. Typical drop-off rates for employers of 50 or more and for higher education institutions generally range from 1% to 5%.

Many of the TDM policies, programs and strategies being considered by OSU-Cascades will favorably influence the choice of being dropped off as a primary means of access for some. The DEQ research suggests that these programs could increase the drop-off rate by 7% to 18% to a range of between 2% and 6%. For the sake of estimating a supporting parking supply, it is therefore assumed that only 4% of the students, faculty and staff that are on campus during the peak hours from 11:00 a.m. to 3:00 p.m. on a typical weekday will have chosen shuttle as their primary means of access.

#### Private Vehicle (auto, scooter, motorcycle) Mode Choice

Campus access by private vehicle use will be allowed, but will be controlled by permits (or other equally effective method). No on-campus parking will be dedicated to accommodating long-term (overnight) demand. Further, carpooling will be strongly encouraged through incentives, preferential parking locations and priority access. The number of carpool parking permits will be adjusted to optimize parking system efficiency. Carpool programs will be implemented and adapted to meet the evolving needs of campus users, while ensuring that the on-campus parking system is adequate to meet permitted parking demands. The requirement for all campus vehicles to be registered will allow OSU-Cascades to monitor the users of the parking system.

Private vehicle mode choice will be an outcome of the decision-making process of each student, faculty and staff person seeking access to campus. The entire OSU-Cascades TDM program will work to influence and support that decision-making process to achieve a workable and sustainable choice for each person and for the campus as a whole.

Table A-5, shown below, summarizes the expected peak demands for campus access during the typical weekday between 11:00 a.m. and 3:00 p.m. for the opening day scenario and the buildout scenario. Focusing on the buildout scenario, 702 seats are estimated to create a demand for access to the campus that must be accommodated by the range of available modes. The non-auto modes are estimated to meet the demand needs of 379 students, faculty and staff. The remaining demand of 323 would need to be met by on-campus parking facilities. If OSU-Cascades issued 2- and 3-person carpool permits that accommodated about 20% of the demand for access, then approximately 65 parking spaces would be designated as carpool-only and accommodate at least 142 people. This would leave 180 people whose demand may need to be accommodated in single-occupant vehicles and each of them requiring a separate parking space. The result would be a parking system of 246 spaces that accommodates approximately 323 students, faculty and staff and works in balance with the other modal options to meet the daily peak access demand on campus in the buildout scenario.

Table A-5: Summary of Access Demands and Mode Choices by Scenario.

Scenario	Opening Day	Estimated Buildout
Seats Occupied at Peak Time (Table A-2)	690	957
Seats Generating Demand for Campus Access (Table A-3)	435	702
15% Walk Mode Choice - Seats Served	65	105
15% Bike Mode Choice - Seats Served	65	105
10% Transit Mode Choice - Seats Served	43	70
10% Shuttle Mode Choice - Seats Served	43	70
4% Drop-off Mode Choice - Seats Served	17	28
Seats Served by Non-auto Modes	235	379
Remaining Seats to be Served by Auto	200	323
20% Carpool Mode Choice (2 or 3 persons) - Seats Served	87	142
Conversion of Carpool Mode Choice to Parking Demand	40	65
Remaining Demand to be Met by Parking Supply	, 113	180
Total Parking Supply Needed to Meet Demand	153	246

## OTHER CAMPUS USERS

Guests, visitors and contractors are other users that the on-campus parking system must accommodate. Approximately 80 to 110 "visitors" are anticipated on the typical day under the opening day and buildout scenarios, respectively. Focusing on the buildout scenario, approximately 56 visitors

could be expected on the campus during the peak parking demand period. The majority of these visitors will arrive by auto. Given that many of these will be alumni, families, and prospective students, the resulting auto occupancy for these visitors will be relatively high. Nonetheless, a parking demand for approximately 33 spaces is anticipated.

## SIZING THE PARKING SYSTEM

Parking systems should be sized to accommodate the typical peak parking condition. Estimates documented in this supplemental memorandum indicate a supply of 246 student, faculty and staff spaces and 33 visitor spaces are likely to be needed to meet the typical peak parking condition of the buildout scenario. A buffer over this anticipated peak demand protects against an unanticipated activity that generates more visitor demand. Given the simplicity and size of the proposed parking layout, where visitor parking will be located, and the manner in which parking access will be controlled, the buffer can be a combination of on-site spaces and adjacent public street spaces. A 10% buffer provides flexibility to respond with available supply for an unusual peak parking demand.

Visitor use of the adjacent on-street parking would be consistent with City of Bend parking policy. There are approximately 21 on-street spaces along the Chandler Avenue site frontage. Combining these on-street spaces with an on-campus parking supply of approximately 300 spaces would create a parking system with a buffer of approximately 42 spaces. This is equivalent to a 15% buffer over the anticipated peak demand in the buildout scenario, well above the targeted 10% buffer.

Table A-6 shows the calculated parking supply needs, based on opening day and projected buildout student enrollment scenarios. As shown, a maximum supply need of 310 spaces is anticipated to accommodate the buildout scenario of the 10-acre campus site and provide a buffer above the estimated peak parking demand of the typical day.

Table A-6: Summary of Needed Parking Supply

Scenario	Opening Day	Estimated Buildout
Total Parking Supply Needed to Meet Demand (with visitors)	174	279
90% Parking Occupancy	193	310

## SUMMARY OF PARKING CALCULATIONS

Estimates of needed parking supply for the OSU-Cascades Campus includes the following steps:

- 1. Estimate the population of various groups accessing the OSU Cascades Campus.
- 2. Estimate what percent of the population will be present on a given midweek day.
- 3. Estimate the percentage of those present that will be on campus during the single peak hour of the day (typically one hour between 11:00 a.m. and 3:00 p.m.).

- 4. Estimate the walk, bike, transit, shuttle, and drop-off mode splits.
- 5. Estimate the remaining demand to be accommodated by parking.
- 6. Estimate a reasonable ratio of carpool to regular parking spaces.
- 7. Estimate the number of carpool and regular spaces needed to accommodate the auto mode split demand.
- 8. Estimate the parking access demand of visitors during the peak hour of the typical day.
- 9. Provide a buffer of available spaces above the estimated number needed to accommodate frequent campus users and visitors during the peak.

Based on the population and seating estimates provided for the buildout scenario, the quality of the surrounding land use and transportation systems, the commitment to sustainable practices that OSU-Cascades has made and its willingness to implement a TDM program, it is estimated that an on-campus parking supply of 300 spaces and an adjacent on-street parking supply of 21 spaces will provide a buffer of approximately 15% above the estimated peak parking demand of a typical day.

## **EXHIBIT F**

## **RECOMMENDATION:**

Staff recommends that the Hearings Officer approve the applicant's request for Site Plan Review approval for the layout of the entire 10.44 acre OSU-Cascades property, its buildings, and needed supporting infrastructure. Staff also recommends that the Hearings Officer approve the applicant's request for Design Review approval for the Residence Hall, Dining/INTO Living & Learning Center, and Academic Building.

## RECOMMENDED CONDITIONS OF APPROVAL:

- 1. Approval is based on the plans and supporting materials uploaded to ePlans in April, May, and June 2014, the improvements to the site and public facilities as depicted thereon, and all other materials in the record for this project. Where specific improvements have been proposed and approved as submitted, the construction of those improvements will not be listed as a specific condition of approval except as to the timing of those improvements. Any substantial alteration of the approved plans, other than those that may be required to comply with conditions of this approval, will require a new application.
- 2. Development shall not commence until the applicant has received City approval of the Final Site Plan set, grading permits, and/or building permits. Approved construction plans and a Public Facilities Improvement Agreement (PFIA) and/or right-of-way permit shall be required prior to any construction within the public right-of-way and/or on the City's water and sewer facilities, and all public infrastructure work shall be performed by a City approved contractor.
- 3. Final Grading/Clearing and drainage plan approval is required prior to the issuance of a building permit. The plan shall include design assumptions, calculations, an erosion control plan, and proposed temporary and permanent slope stabilization measures as outlined in Title XVI Grading, Excavation and Stormwater and the Central Oregon Storm Water Manual (COSM).

## FINAL SITE PLAN:

As required by Section 4.2.400(G) of the Development Code, a Final Site Plan set shall be submitted to the Community Development Department. The Final Site Plan set shall depict the proposal as approved and incorporate the conditions of approval listed below.

- 4. The Final Site Plan set shall include an accessible ramp between the east entrance of the Residence Hall and the Century Drive right of way, in order to provide a convenient and direct pedestrian walkway for all users.
- 5. The two Chandler Avenue intersections with Yates Drive and the proposed private road shall include curb bulb-outs, overhead illumination, and striped pedestrian crosswalks.

- 6. The Final Site Plan set shall include an entrance to the campus on Century Drive that is aligned with the Donovan Avenue intersection, in substantial conformance with the submitted conceptual plan dated May 29, 2014. Design elements of the Century Drive access shall include the following:
  - a. The Century Drive access shall contain a single inbound and a single outbound lane to minimize the conflict area for cyclists and pedestrians.
  - b. The Century Drive access shall provide a continuous grade for the sidewalk along Century Drive.
  - c. Pedestrian crossings of Century Drive shall be designed at the campus entrance/Donovan Avenue intersection at a width set to provide for the safety and comfort of pedestrians, per BDC 3.4.200(F)(2)(j). As conceptually illustrated in the memorandum dated May 29, 2014, design elements of this intersection shall include the following:
    - i. Striped crosswalks shall be provided across Century Drive on the north and south sides of Donovan Avenue.
    - ii. Advance signage shall be provided on both the northern and southern approaches (Pedestrian Crossing Ahead, W11-2), and crosswalk signs shall be provided at the crossing (Pedestrian Crossing W11-2 with supplemental arrow placard).
    - iii. A bulb-out treatment and transverse striping shall be provided on the southeast corner of the intersection to reduce the southern pedestrian crossing distance and preclude use of the northbound right-turn lane onto Donovan Avenue.
    - iv. Accessible sidewalk ramps shall be provided to facilitate the east-west movements at both crossings.
    - v. A pedestrian refuge island shall be constructed on the north leg of the intersection (in the current area of the southern left-turn refuge) to allow two-stage pedestrian crossing maneuvers.
    - vi. Illumination shall be provided to highlight the presence of pedestrians to oncoming motorists.
    - vii. Design consideration shall be provided on the final infrastructure plans to minimize sharp sidewalk alignments (90 degree corners) per City Standards to the maximum extent practical.
- 7. Design of the proposed Century Drive fire truck access (width and turning radii) shall be coordinated with the Fire Department and shown on the Final Site Plan set and the final infrastructure plans to ensure access is appropriately sized and designed to accommodate emergency vehicle access.
- 8. The proposed catch basin and drywell located south of the Century Drive access point as shown on the preliminary Grading and Drainage Plan shall be relocated if possible in order to preserve the two trees located in the public right of way south of the Century Drive access that are proposed to be protected on the Tree Preservation Plan. This may require the applicant to dedicate a stormwater drainage easement extending west of the public right of way.

- 9. The applicant shall coordinate with CET and the City of Bend to develop final plans for a transit stop along the Chandler Avenue site frontage to connect students and faculty with the academic and residence buildings by pathways. The final plans for the transit stop shall include a sheltered waiting area, benches, illumination, and trash receptacles.
- 10. The proposed public access easement along the western access road shall be widened by 1 ft. to accommodate a potential 5 ft. wide future sidewalk along the west/northern side.

## WITH DEVELOPMENT OF THE SITE:

- 11. The applicant shall design and build an accessible pedestrian crossing to current City standards and Public Right of Way Accessibility Guidelines (PROWAG) from the Haul Road Trail located at the southeast corner of the Century Drive/ Chandler roundabout to the project site located at the northwest corner of the Century Drive/Chandler roundabout. According to City records, at the western pedestrian crossing (Chandler Avenue), both the north and south ramps do not meet current ADA standards and must be replaced. At the southern pedestrian crossing (Century Drive), both ramps in the center island do not meet current ADA standards and must be replaced. The applicant's engineer shall submit a final ADA analysis for the pedestrian route along the western and southern legs of the roundabout with the infrastructure plan submittal. This analysis shall include field data for all ADA ramps and sidewalks along this path and identify non-compliant sidewalks and curb ramps. The report shall also include an analysis of the current City sight distance requirements at the roundabout, and modify existing landscaping as required to meet current standards.
- 12. Intersection sight distance shall be maintained at the Chandler Avenue access and the Century Drive/Donovan Avenue campus access. This shall include parking restrictions near corners and the appropriate placement and maintenance of signs, utilities, and landscaping per BDC 3.1.500 and AASHTO requirements.
- 13. The existing trees that the applicant proposes to preserve shall be protected prior to and during construction by erecting physical barriers around the outer edge of all branches (drip-lines) of the trees.
- 14. The applicant shall comply with the City's industrial wastewater pre-treatment program (BC 15.20).
- 15. A separate sign permit application is required for review and approval of all signage.

## PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY:

16. The property owner shall grant a public access easement along the length and width of the approved private street through the campus.

- 17. The applicant shall dedicate a public access and utility easement from the approved private street through the campus to Tax Lot 181206C002000 to the north, which shall abut the western property line of Tax Lot 181206A000719. This easement may be relocated by the applicant/ owner if approved by the City in a future land use or limited land use application.
- 18. The applicant shall dedicate a public access and utility easement for potential future alley from the approved private street through the campus to Tax Lot 181206A000719. The west side of the easement shall align with the west side of Tax Lot 181206A000700 to the north. No improvements are required to be constructed for this potential future alley at this time, as the subject property does not directly abut Tax Lot 181206A000700.
- 19. Since the proposed 10 ft. wide multi-modal path along Chandler Avenue will be located, at least in part, outside of the right-of-way for Chandler Avenue, the applicant shall grant a public access easement to the City to assure that the public has a right to use the path, or dedicate this area to the City as additional right-of-way for Chandler Avenue.
- 20. All parking lot paving, striping, directional signage, sidewalks, bicycle parking spaces, landscaping, irrigation and any other required improvements shall be installed as approved.
- 21. The applicant shall provide a performance and maintenance bond in an amount equal to 120 percent of the actual cost to purchase, plant, and maintain 10 new street trees for a minimum of one full growing season. Ponderosa Pine trees are large canopy trees that shall not be planted under any overhead power lines.
- 22. Upon completion of improvements, the Engineer of Record shall provide a statement that all grading/clearing and drainage improvements were constructed in accordance with the approved plans and all applicable DEQ requirements. Prior to issuance of the Certificate of Occupancy, a Stormwater Maintenance Agreement, per the requirements of Title XVI Grading, Excavation and Stormwater, shall be also be executed and recorded.

## ONGOING CONDITIONS OF APPROVAL:

- 23. Full access movements will be allowed at the Century Drive access at this time. However, the City reserves the right to restrict turning movements in the future, should significant operational or safety issues arise. Further analysis of the pedestrian crossing safety and access operations shall be required for any subsequent site plan applications, with City staff review and coordination on the need for additional modifications.
- 24. OSU-Cascades, the Bend-La Pine School District, and Central Oregon Community College (COCC) should coordinate to understand programming demands and avoid, when possible, the simultaneous scheduling of regular and special events that may overwhelm the commonly shared transportation facilities.

- This scheduling coordination should include balancing of school congestion on Mt. Washington Drive, and commute congestion on Reed Market Road.
- 25. The applicant shall implement the Parking Management Plan (PMP) as submitted in its application. The applicant shall prepare and submit an annual report to the City of Bend, as defined in the PMP. The applicant shall be responsible for meeting the on-campus performance thresholds established in the PMP, and for implementing the response programs described in PMP if thresholds are exceeded. The applicant is not limited to implementing only the responses that are described in the PMP.
- 26. The applicant shall monitor utilization of the on-street parking system within 1,320 feet of the site perimeter for a period of at least 5 years following building occupancy. The monitoring elements are outlined below.
  - a. 85% Full Threshold. Should the on-street parking supply within 1,320 feet of the 10-acre campus perimeter be measured to exceed 85% full for more than 30 consecutive weekdays (i.e., Monday Friday), the applicant shall report its observations to the City. The applicant shall treat this as a threshold that triggers the Monitoring, Response, and Reporting Programs that are described in Section 5 of the PMP. Specifically, the "85% full" threshold shall serve as a Threshold for Evaluation, as described under the Monitoring Program. The Parking Manager may take actions described in the Response Program (or any other action deemed to be equally or more effective than those listed in the Response Program), as a result of this circumstance. This includes the assignment of available parking identified at the GRC to alleviate the on-street parking demand within 1,320 feet of the 10-acre campus perimeter to below 50% of the "85% full" threshold.
  - b. 93% Full Threshold. Should the on-street parking supply be subsequently observed to exceed 93% full for more than an additional 30 consecutive weekdays, the applicant shall report its observations to the City. The applicant shall treat this as a threshold that triggers the Monitoring, Response, and Reporting Programs that are described in Section 5 of the PMP. Specifically, the "93% full" threshold will serve as a Threshold for Decision-making, as described under the Monitoring Program. The Parking Manager and/or the OSU-Cascades administration shall make decisions and take appropriate action, as described in the Response Program (or any other action deemed to be equally or more effective than those listed in the Response Program), as a result of this circumstance. This includes the assignment of available parking identified at the GRC to alleviate on-street parking demand to below 50% of the "93% full" threshold. A subsequent 30 consecutive weekday monitoring period shall be used to confirm that weekday on-street parking occupancy is below 93% full, or that OSU-Cascades has reduced its on-street parking demand to less than 50% of the "93% full" threshold.

- 27. If major parking problems materialize, the applicant has exhausted all other PMP strategies, and the problems persist, the City shall require the applicant to lease or construct additional off-street parking spaces located on or within 1,000 feet of the 10-acre college campus within 12 months of the City's written notice that additional off-street parking spaces are required.
- 28. Service areas and trash areas shall be visually screened from adjacent properties, public and private roadways, and other public areas with a material and design that is visually compatible with the building.
- 29. Any mechanical equipment and machinery, including industrial or commercial heating, ventilation, air conditioning, or other mechanical equipment on rooftops or ground, shall be screened with a material and design that is visually compatible with the building.
- 30. The landscaped areas shall be continually maintained in good condition including watering, weeding, pruning, and replacement of dead materials.

DURATION OF APPROVAL: In accordance with Section 4.1.1310, this land use approval shall lapse, and a new approval shall be required if a building permit is not issued within two (2) years of the date that the Hearings Officer's decision becomes final, or if development of the site is in violation of the approved plan or other applicable codes.

THE HEARINGS OFFICER'S DECISION BECOMES FINAL TWELVE (12) DAYS AFTER THE DATE MAILED, UNLESS APPEALED BY A PARTY OF INTEREST.

Written by:

Aaron Henson, AICP, Senior Planner

Reviewed by:

Colin Stephens, AICP, Planning Manager

# EXHIBIT G PHOTOGRAPHS

