



**REQUEST FOR PROPOSAL
No. JD172549P**

Automated Teller Machines (ATM)

PROPOSAL DUE DATE AND TIME

July 13th, 2016 (3:00 PM, PT)

SUBMITTAL LOCATION

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

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

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date June 23rd, 2016
- Deadline for Requests for Clarification or Change July 6th, 2016 (3:00 pm, PT)
- Proposal Due Date and Time July 13th, 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 Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

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

1.04 ADMINISTRATIVE CONTACT

Name: Joshua Dodson
Title: Procurement Contracts Officer
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@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 Responsive Responsible Proposers to submit Proposals to license space and provide Automated Teller Machines (ATM) at designated campus locations.

2.02 BACKGROUND

Past usage has demonstrated that staff and visitors to campus benefit from ATM availability in key high traffic areas in the Dining Centers, Library, Kerr Administration buildings, Gill Coliseum, and Reser Stadium.

2.03 OREGON STATE UNIVERSITY

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

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SCOPE OF WORK / SAMPLE CONTRACT

3.01 SAMPLE CONTRACT

A sample contract containing a license agreement and contractual terms and conditions is included at Exhibit A.

3.02 SUPPORTING INFORMATION

Current ATM Locations

Dining Centers – Cash-only equipment (minimum requirement).

- West Dining Hall – immediately to the left of West entrance
- McNary Dining Hall – to the right of the Service Center entrance
- Arnold Dining Hall – immediately to the right of the Southeast Entrance

Kerr Administration Building - Cash only equipment (minimum requirement).

- Lower level near vending machines

Valley Library – Cash only equipment (minimum requirement).

- Outside Java II

Gill Coliseum – Cash only equipment (minimum requirement)

- Lobby

Reser Stadium – Cash only equipment (minimum requirement)

- One (1) ATM to be placed next to the ice cream freezer on the ground floor behind the stands near the main entrance.
- One (1) Additional ATM to be placed in Reser Stadium for the football season on dates and location to be arranged annually with OSU Athletics.

Locations/Usage – General Information

- All locations are indoor, freestanding locations with limited space.
- All locations are within the main campus, so they are quick stops for cash or any other on campus event/activity. Cash usage opportunities:
 - Valley Library – coffee shop, vending equipment and library services.
 - Kerr Admin – vending equipment.
 - Dining Centers – food courts, minimarts and these are next to the student dormitory locations.
 - Gill Coliseum & Reser Stadium – Athletic events.
- Number of withdrawals for period of 04/2015 – 03/2016 was 10,065.

Current ATM Sites – Location sites may be negotiated with the awarded contractor.

Valley Library



Gill Coliseum



Kerr Admin



Reser Stadium (No photos are available at this time)
2nd location is required during football season (Aug-Dec)

West Dining Hall



McNary Dining Hall



Arnold Dining Hall



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. Proposer must demonstrate experience providing ATMs to a University community for at least 3 years.

4.02 PREFERRED QUALIFICATIONS

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

- a. Reimbursement to OSU for any installation costs and monthly fees associated with required network lines.
- b. Proposers demonstrating more years of experience serving University communities and Proposers demonstrating experience serving a larger variety of Universities will receive additional points accordingly.

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:

- Description of how the goods or services offered specifically satisfy the statement of work described in section 3.
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Pricing, fully completed.
- Exhibit E: Proposed Equipment (Proposers must submit an Exhibit E form for each type of equipment they are proposing to be placed on campus. Proposers MUST specify the location(s) associated with each type of equipment being proposed.

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.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposers demonstrated ability to perform the work	35
Proposers qualifications relative to the Preferred Qualifications	10
Price of the goods or services	55

Pricing Calculation:

It is OSU’s preference that Proposers charge customers minimal services fees for the use of their ATM. More price related points will be proportionally awarded to proposals that charge minimal services fees. Calculation for the award of price related points is as follows

For the Licensing fee (20 points available)

Proposer A’s price is \$300 (the highest)
 Proposer A is awarded 20 price points (the maximum)

Proposer B’s price is \$100
 Proposer B is awarded 7 price points ($100/300 \times 20$) = 7

For the Transaction fee (35 points available)

Proposer A’s price is \$2.00 per transaction
 Proposer A is awarded 18 price points ($1/2 \times 35$) = 18

Proposer B’s price is \$1.00 per transaction (the lowest)
 Proposer B is awarded 35 price points (the maximum)

Proposer A = (20 + 18) = 38 points
 Proposer B = (7 + 35) = 42 points

Note: Proposer B gets a higher point total for pricing even though they are not willing to provide the highest lease payments for the locations. OSU shall apply the point calculation for the proposed licensing fee to each unit location individually and will decide to award to single or multiple proposers based on what is determined to be in best interest of OSU. Please reference Paragraph 7.16 ‘Awards’ for more details.

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 bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

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

7.09 MODIFICATION

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

7.10 WITHDRAWALS

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

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or 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.

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
TERMS AND CONDITIONS / SAMPLE CONTRACT



OREGON STATE UNIVERSITY
LICENSE AGREEMENT
BETWEEN
OREGON STATE UNIVERSITY
AND

This License Agreement ("Agreement") dated _____, ("Effective Date") is by and between Oregon State University ("Licensor" or "OSU") and _____ ("Licensee").

WHEREAS, Licensee seeks to acquire the right to enter upon Licensor's property situated on the OSU Corvallis campus in the County of Benton, State of Oregon, for the purpose specified in Paragraph 3 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. DEFINITIONS.

In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

Armored Service. The term "Armored Service" means a company contracted by Licensee to replenish cash in the automated teller machines ("ATMs"). The name, address and telephone number of the Armored Service are listed in Attachment 2.

ATM. The term "ATMs" means automated teller machines installed at the Premises and described more fully in Attachment 1.

Campus. The term "Campus" means the Corvallis Campus of Oregon State University, Corvallis, Oregon 97331.

Data Processing Service. The term "Data Processing Service" means the company contracted by Licensee to handle data processing services in connection with the ATMs. The name, address, and telephone number for the Data Processing Service are listed in Attachment 2.

Service Provider. The term "Service Provider" means the company contracted by Licensee to maintain and repair the ATM. The name, address, and telephone number of the Service Provider are listed in Attachment 2.

2. PREMISES.

2.1 Premises. The Premises are described as _____ a portion of the [building] situated on Campus, located at [address], which shall each entail the foot print of [number] ATM(s) and no more ("Premises"). The Premises and ATM requirements are more particularly described in the attached Attachment 1.

2.2 Parking. Armored Service or others with commercial license plates or similar identification shall have the right to park vehicles in compliance with the posted period of time in the loading area of the [building] for the purpose of servicing Licensee's ATMs. No free parking is available on Campus for Licensee's agents, employees, or invitees. Special arrangements for loading and unloading materials can be made by contacting Campus Transit and Parking Services the OSU Parking Office at 541-737-2583.

2.3 Relocation Right. Notwithstanding any provision of the Agreement to the contrary, Licensor shall have the right to require that Licensee permanently relocate Licensee's ATMs from the Premises to another available location on Licensor's property any time during the Term if deemed necessary by Licensor. In order

to exercise this right of relocation, Licensor shall deliver to Licensee at least ninety (90) days' prior written notice (the "Relocation Notice") setting forth Licensor's exercise of such right and a description of the proposed relocation site (the "Proposed Site"). The Proposed Site shall be subject to Licensee's reasonable approval as a site feasible for the operation of Licensee's ATMs. Licensee shall have the right to disapprove of the new site if in Licensee's good faith judgment the new site will not be suitable for Licensee's use and operations as contemplated on the Effective Date. If Licensee deems the new site not suitable, as described above, Licensee's sole remedy shall be to elect to terminate this Agreement, which election must be made within sixty (60) days after delivery of Licensor's Relocation Notice. Licensee shall not be required to relocate more than one (1) time during the Term. All costs and expenses of such relocation shall be borne by Licensee.

3. USE.

3.1 Use. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive, revocable License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of operation of <insert quantity here> ATM, including the maintenance and installation of <insert quantity here> ATM and for no other use or purpose ("License"). No change or alteration to the License may be made without the prior written consent of Licensor.

3.2 Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws, rules, regulations and OSU policies.

3.3 Compliance with Law and Policy. Licensee shall not use or occupy the Premises in violation of applicable laws, rules, regulations, policies or any restriction affecting Licensor's Property and shall, upon notice from Licensor, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of applicable laws and regulations. Licensee, at Licensee's own cost and expense, shall comply with all applicable laws and regulations, which shall, by reason of the nature of Licensee's use or occupancy of the Premises, impose any duty upon Licensee or Licensor with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction of any action or proceeding against Licensee that Licensee has violated any such applicable laws and regulations in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Licensor and Licensee. Licensee shall not do or permit to be done anything which will invalidate or increase the cost of any fine, extended coverage or other insurance policy covering the Premises or Licensor's Property and shall comply with all rules, orders, regulations, requirements and recommendations of Licensor or any department, office or division thereof, including, without limitation, any risk management department or office or any other department or office performing a similar function. Licensee shall promptly upon demand reimburse Licensor for any additional premium charged for such policy by reason of Licensee's failure to comply with the provisions of this Paragraph 3.3 or due to the ATMs or Licensee's operations.

3.4 Access to Premises. Licensee's access to the Premises shall be subject to all procedures adopted from time to time by Licensor, including the provisions of Attachment 2 ("Access Procedures").

3.5 As-Is Agreement. Licensee may request access to the Premises, in order to conduct configuration assessments, environmental assessments, and other inspections of the Premises, as Licensee deems necessary. The Premises, which Licensee is permitted to utilize pursuant to the License granted herein, are delivered by Licensor in an "As-Is" condition and Licensee hereby accepts the premises in their "As-Is" condition and acknowledges that Licensor has not made any statements or representations or warranties regarding the Premises and Licensee is not relying upon any statement or representation or warranty by Licensor or any third party regarding the Premises, the fitness of the Premises for any particular use of Licensee or any other matter. Licensor hereby expressly disclaims and Licensee hereby waives all implied warranties including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose.

3.6 Use of Name or Logo. Licensee expressly understands that it shall not use the Licensor's name, trademark or logo without the prior written consent of Licensor's Office of University Advancement.

4. TERM.

4.1 Term and Termination. The term ("Term") of this License shall be for [] () months commencing on [] ("Commencement Date") and shall continue until [] ("Expiration Date"). Notwithstanding the foregoing, this License may be terminated at any time by mutual consent of both parties, or by Licensor at any time at its discretion. Beginning on the Commencement Date, Licensor shall deliver possession of the Premises to Licensee, together with a non-exclusive right for ingress and egress, subject to the provisions of this Agreement. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Premises. The Term may be extended by mutual consent of both parties up to sixty (60) additional months or as allowed by law ("Extension Term").

4.2 Liability. Notwithstanding the foregoing, expiration or termination of this Agreement shall not affect any remedy at law, in equity, or under this Agreement of either party against the other party with respect to any liability or obligation on the part of such other party arising or to be performed under this Agreement prior to the date of such termination or expiration. Licensor shall have all rights and remedies available under federal and Oregon law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

5. CONSIDERATION.

5.1 License Fee. Licensee shall pay a monthly fee of [] dollars (\$XXXX) ("License Fee") to Licensor for the use of the Premises for the duration of this contract.

5.2 Payment of License Fee.

(a) **Payment of License Fee.** Monthly payments of the License Fee shall be made as described as follows:

Payment of the License Fee shall begin on the Commencement Date. If the Commencement Date is other than the first day of a month, the first payment of the License Fee shall be prorated based on a 365-day year. All subsequent monthly payments of the License Fee shall be due on the first of each month.

(b) **Payment in Advance.** Payment of the License Fee shall be paid in advance, without notice or demand thereof, and without offset, deduction, credit, abatement or counterclaim of any kind or for any reason whatsoever, except as otherwise expressly provided herein.

(c) **Delinquent Payment.** Payment of the License Fee shall be considered delinquent if full payment is not received by the tenth day of the month and subject to a ten percent (10%) late payment fee, which the parties agree is fair and reasonable under the circumstances.

(d) **Method of Payment.** Payment of the License Fee shall be made payable, by check, to "Oregon State University," indicating the specific fee period for which the payment applies, and mailed or delivered to: OSU Real Estate, 3015 SW Western Blvd., Corvallis, OR 97333.

6. NOTICES.

All notices or other communications under this License must be in writing and, unless otherwise expressly set forth in this License, shall be delivered in person, by email, first class mail, fax, registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

Licensor:

Name
Position
Address
City, State, Zip
Phone
Email

with a copy to:
OSU Real Estate
3015 SW Western Blvd
Corvallis, OR 97333
nicole.neuschwander@oregonstate.edu

Licensee:

Name
Position
Address
City, State, Zip
Phone
Email

7. ATMs. Description of ATMs. The ATMs shall include all systems, related equipment, and necessary connecting appurtenances sufficient to be fully operable ATM facilities. Licensor has reviewed and approved of the ATMs as described in Attachment 1, and Licensee shall have no right to modify the ATMs or to replace the ATMs without receiving the prior written approval of Licensor.

8. MAINTENANCE, ALTERATIONS AND REPAIRS.

8.1 Licensee's Responsibilities. Licensee shall, at Licensee's sole expense, maintain the Premises in good order, condition and repair, including electrical and data wiring, switches and special items and equipment installed by or at the expense of Licensee. Licensee shall be responsible for all repairs and alterations in and to the Premises and Licensor's Property (to the extent Licensor's Property is directly affected by the permitted use), and the facilities and systems thereof, the need for which arises out of (i) Licensee's use or occupancy of the Premises, (ii) the installation, removal, use or operation of the ATMs, (iii) the moving of ATMs into or out of the Premises, or (iv) the act, omission, misuse or negligence of Licensee, its agents, contractors, employees or invitees. If Licensee fails to maintain the Premises in good order, condition and repair, Licensor shall give Licensee notice to do such acts as are reasonably required to maintain the Premises. If, within ten (10) days thereafter, Licensee fails to promptly commence such work and diligently prosecute it to completion, then, in addition to its other remedies under this Agreement, Licensor shall have the right to do such work and expend such funds at the expense of Licensee as are reasonably required to perform such work. Any amount so expended and any costs of labor by Licensor shall be paid by Licensee promptly upon demand and interest shall accrue on any unpaid portion of such amount at the rate of ten percent (10%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law.

8.2 Licensor's Provision of Maintenance Services. Licensee may use the services of Licensor to maintain the Premises pursuant to Paragraph 8.1 above. Such arrangement shall be documented in an amendment to this Agreement.

8.3. Alterations. Licensee agrees and acknowledges that any improvements or construction to be performed by Licensee at any time during the Term including, but not limited to, any modifications to or replacement of the ATMs (collectively "Alterations"), subsequent to the initial installation of the ATMs shall require Licensor's prior written consent, which consent may be conditioned upon, among other items, an increase in the License Fee, and additionally be subject to the provisions of the previously agreed upon work agreement. Prior to undertaking any such Alterations, Licensee shall submit to Licensor detailed and complete plans and specifications for the proposed work as in the Attachment 3 and Exhibit 1. As a condition to consenting to the Alterations, Licensor may impose reasonable requirements, including the requirement that Licensee provide Licensor with a surety bond or other financial assurance that the cost of the Alterations will be paid when due. Any such Alterations performed by Licensee shall be performed in accordance with all applicable laws, regulations and OSU policies, with any and all necessary permits and approvals obtained and a copy thereof being furnished to Licensor. Licensee shall also coordinate any construction with Licensor, with Licensor approving any proposed construction schedule.

8.4 Repair and Restoration. If Licensee, its employees, agents or contractors cause any damage to the Premises, or to Licensor's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition that existed prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination of this License, the Licensee's Indemnity and Insurance obligations in Paragraphs 11 and 12 shall continue until repair and restoration is completed as provided herein.

8.5 Removal of ATMs. Within thirty (30) days after the termination of this Agreement, by expiration of the Term or otherwise ("Required Removal Date"), Licensee at its sole cost and expense shall remove the ATMs and restore the Premises to its condition on the Effective Date, reasonable wear and tear excepted. In the event Licensee does not comply with these obligations by the Required Removal Date, Licensor, in addition to any other remedies available to Licensor, may elect to deem the ATMs as "abandoned" by Licensee, and may take any and all necessary steps to remove the ATMs and to repair the Premises, with Licensee responsible for any and all costs and expenses. Any amount so expended by Licensor and any related labor costs shall be paid by Licensee promptly upon demand and interest shall accrue on any unpaid portion of such amount at the rate of ten percent (10%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law.

9. IMPROVEMENTS, TRADE FIXTURES AND EQUIPMENT. During the Term of this Agreement, the ATMs and any trade fixtures and equipment affixed to them, such as, but not limited to, banking trade fixtures, alarm systems, automatic teller equipment and other personal property, stored, installed in or attached to the ATMs by and at the expense of Licensee shall remain the property of Licensee. Any financial liability associated with the ATMs shall be the responsibility of Licensee.

10. ATM SERVICE OPERATIONS.

10.1 Costs. Licensee shall be responsible for any and all costs associated with the operation of the ATMs. Such costs shall include, but not be limited to, the costs incurred by the dedicated data line services, data processing services, network access, armored delivery of cash and related expenses, supplemental air conditioning, and any special requirement, future or present, that may be required by applicable laws and regulations.

10.2. Service Provider.

10.2.1 Maintenance of ATMs by Service Provider. Licensee shall ensure the Service Provider maintains the ATMs in a manner acceptable to the Licensor. Such maintenance shall be provided by the Service Provider on, at the minimum, a monthly basis.

10.2.2 Response to Problems. Licensee's contract with the Service Provider shall require the Service Provider to respond to all problems concerning the malfunctioning of an ATM within four (4) hours of being notified, electronically or otherwise, of such problem.

10.3. Data Processing Services.

10.3.1 Services. Licensee shall ensure the Data Processing Service provides accurate and timely records concerning the ATM transactions.

10.3.2 Transaction Reports. Based on the information provided by the Data Processing Service, Licensee shall provide to Licensor a monthly transaction report of the ATMs that documents transaction counts, revenue, and any other statistics considered relevant to such activities by industry standards.

10.4 Armored Service. Licensee shall ensure that the Armored Service provides safe and timely services with respect to the replenishment of cash for the ATMs. Said replenishment shall be made on a routine basis and shall not be the cause of any disruption of service.

10.5 Alarm System. Licensee shall be responsible for connecting the security alarm for the ATMs to a central security control point. Licensee shall provide monitoring of the alarm system and shall be responsible for notifying the OSU Department of Public Safety at 541-737-3010 of any alarms activated for response.

11. RELEASE OF LIABILITY; INDEMNIFICATION. Licensee shall defend, indemnify, and hold harmless Licensor, its officers, board members, employees and agents, from all liabilities, claims, suits, damages, losses, actions, or expenses, including reasonable attorneys' fees and costs for bodily injury or personal injury including death, or loss or damage to property caused, or alleged to be caused by, in whole or in part, by the negligent or willful acts or omissions of Licensee, its officers, contractors, employees, or agents, arising out of or related to the activities of Licensee, its officers, contractors, employees or agents under this Agreement. It is the specific intention of the parties that the Licensee shall, in all instances, except for claims arising solely from the negligent or willful acts, criminal acts, or omissions of the Licensor, its officers, board members, employees and agents be indemnified by the Licensee from and against all claims.

12. INSURANCE

12.1 During the Term of this Agreement, Licensee agrees to keep in full force and effect general liability insurance with a minimum limit of \$4,000,000 per occurrence and \$4,000,000 aggregate with a minimum sublimit of \$1,000,000 for fire damage, and auto liability insurance with a minimum limit of \$1,000,000 per accident, issued by an insurance company authorized to do business in Oregon, with an A.M. Best rating of no less than A-VII. Licensor and its officers, board members, agents and employees shall be named as additional insured on Licensee's general liability policy. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or cancelled except after thirty (30) days prior written notice, except when cancellation is for non-payment of premium, then fifteen (15) days prior notice may be given. All insurance coverage shall be primary insurance and non-contributory as respects Licensor, its officers, board members, agents, and employees. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Licensor in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this Agreement. Licensee may purchase such additional insurance as Licensee determines necessary. Licensee shall provide Licensor a certificate of insurance showing compliance with this section of this Agreement upon request. Licensor does not waive the right of subrogation.

12.2 Licensee shall require subcontractors, if any, to secure at their own expense and keep in effect during the term of their sublease a general liability insurance policy with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 aggregate and auto liability insurance with a minimum limit of \$1,000,000 per occurrence, issued by an insurance company authorized to do business in Oregon, with an A.M. Best rating of no less than A-VII. Licensee, Licensor and their respective officers, board members, agents and employees shall be named as additional insured in on the subcontractors' general liability insurance policy. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or cancelled except after thirty (30) days prior written notice, except when cancellation is for non-payment of premium, then fifteen (15) days prior notice may be given. All insurance coverage shall be primary insurance and non-contributory as respects Licensor, its officers, board members, agents, and employees. Licensee shall require any subcontractor to provide a certificate of insurance showing compliance with this section of the Agreement upon Licensor's request.

12.3 During the Term of this Agreement, Licensor will maintain property insurance for its buildings and Licensee will maintain property insurance for Licensee's personal property at the Premises including the contents and improvements and betterments

13. Force Majeure. Neither Licensor nor Licensee shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, Licensor or Licensee's reasonable control. Licensor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

14. TAXES

14.1 Property Taxes. Licensor specifically calls to Licensee's attention the fact that this Agreement may create a possessory interest subject to property taxation, and Licensee may be subject to property tax levied on such interest. Licensee alone shall pay such tax, if any. If the right is given to pay any of the taxes, assessments or other impositions, which Licensee is herein obligated to pay either in one sum or in installments, Licensee may elect either mode of payment.

14.2 Personal Property Taxes. Licensee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Licensee contained in the Premises or elsewhere. Licensee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Licensor.

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

15. SERVICES AND UTILITIES.

Licensor shall furnish to the Premises all necessary electricity required for the operation of the ATMs. Licensor shall use its best efforts to ensure accessibility of serviceable utilities to the Premises at all times during the Term of this License and any extensions. Licensor shall provide reasonable electrical power to operate the ATM at the Premises; however, Licensee shall reimburse the Licensor for any electrical power expenses deemed, in Licensor's sole opinion, to be extraordinary or excessive.

16. SIGNS

16.1 Informational Purposes. Licensee shall not place any sign upon the Premises without Licensor's prior written consent. Licensee shall provide signage on the Premises for purposes of informing users of who and how to contact Licensee in case any problems and/or questions arise with use of ATMs. Licensee shall submit to Licensor, for its consent and review for conformance with Licensor's signage policies, a written description of the proposed location, design and materials to construct such signs.

16.2 Identification Purposes. Licensee shall be permitted to use signage on the ATMs for purposes of identification. Licensee shall submit to Licensor, for its consent and review for conformance with Licensor's signage policies, a written description of the proposed design and materials to construct such signs.

17. HAZARDOUS WASTE. Licensee shall not bring onto the Premises or Licensor's Property any hazardous chemical without the Licensor's prior written consent; and, in any event, Licensee shall be strictly liable for any damage resulting therefrom. A "hazardous chemical" is any chemical which is a physical hazard or health hazard pursuant to 19 CFR 1910.1200 and its appendices, as incorporated by OAR 437-002-0360. Upon Licensor's request, Licensee shall immediately provide Material Safety Data Sheets for the products subject to this provision. If any hazardous chemical spills, leaks or is discharged at the Premises or Licensor's Property due to Licensee's actions, Licensee shall immediately: 1) notify OSU's Environment, Health & Safety Department at 541-737-2273 of such event, 2) make all repairs necessary to prevent further spills, leaks, or discharges, and 3) clean up and promptly dispose of the spilled hazardous substance and any material or item contaminated by the spill. Such actions shall be in accordance with the advice of OSU's Environment, Health & Safety Department. In the alternative Licensor may, in its sole discretion, take all steps the Licensor deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated material or item. Licensee shall reimburse the Licensor for the cost of this repair and cleanup work performed by the Licensor within thirty (30) days of receiving an invoice for said work from the Licensor.

18. SMOKING POLICY. Licensor has adopted a policy that prohibits Licensee and Licensee's employees, agents and other representatives from smoking on the OSU campus or other OSU-controlled property. The smoking prohibition on campus includes all indoor and outdoor spaces.

19. HOLDOVER. If Licensee does not vacate the Premises at the time required, Licensors shall have the option to treat Licensee as a holdover tenant renting from month to month, subject to all of the other provisions of this Agreement, or to eject Licensee from the Premises and recover damages caused by wrongful holdover. If a month-to-month tenancy results from a holdover by Licensee under this Paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from either party given not less than thirty (30) days prior to the termination date which shall be specified in the notice.

20. CONDITIONS APPLICABLE TO AGREEMENT. This Agreement is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

21. NO TRANSFER OR ASSIGNMENT. Licensee shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of Licensors, and any attempt by Licensee to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Agreement, without first acquiring written approval of Licensors, is void. No such written approval from OSU relieves Licensee of any obligations of this Agreement, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Licensee. Licensee shall remain liable to OSU under the Agreement as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Agreement are binding upon and will inure to the benefit of the parties to the Agreement and their respective permitted successors and assigns. Any unauthorized attempt to assign, sell, transfer, or subcontract rights or responsibilities under this Agreement will automatically terminate the Agreement.

22. NO INTERFERENCE. Licensee shall not interfere with the normal operation and activities of Licensors, and Licensee shall conduct its activities on the Premises to minimize damage to the Premises and disruption and inconvenience to Licensors, its agents, employees, students and invitees.

23. INTEREST ON PAST-DUE OBLIGATIONS. Except as expressly herein provided, any amount due to Licensors not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24. MERGER. It is hereby mutually agreed and understood that this Agreement and all Attachments, attached hereto and incorporated herein by this reference, contains all agreements, promises, and understandings between Licensors and Licensee and that no other agreements, promises, or understandings shall or will be binding on either Licensors or Licensee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the party to be bound. Any such amendment, consent or waiver is effective only in the specific instance and for the specific purpose given.

25. LIEN FREE CONDITION. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensors's other property as a result of Licensee's exercise of rights under this Agreement. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

26. APPLICABLE LAW; JURISDICTION AND VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action or suit between Licensors and Licensee that arises out of or relates to performance of this License must be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Notwithstanding the foregoing, if a claim must be brought in a federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against Licensors only to the extent Congress has validly abrogated Licensors's sovereign immunity. This paragraph is not consent by Licensors to be sued in federal court. This paragraph is also not a waiver by Licensors of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United

States Constitution. Except as set forth in this paragraph, 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.

27. AUTHORITY. Each of the individuals executing this Agreement on behalf of the Licensee or the Licensor represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

28. NO RECORDATION. Licensee shall not record this Agreement nor any memorandum or short-form hereof.

29. SEVERABILITY. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent under applicable law by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law. Any remaining provisions of this Agreement shall be liberally construed in order to effectuate the purpose and intent of this Agreement.

30. AFFIRMATIVE ACTION. Pursuant to OSU Standard 580-061-0030, Licensee certifies that Licensee has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

31. CONFIDENTIALITY. This Agreement and documents received by Licensor are subject to the limitations and conditions of the Oregon Public Records Law, ORS §192.410-192.505.

32. RECYCLABLE PRODUCTS. Licensee will use recyclable products to the maximum extent economically feasible in the performance of this License.

33. THIRD PARTY BENEFICIARY. Licensor and Licensee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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.

34. WAIVER. Failure of Licensor to enforce any provision of this Agreement will not constitute a waiver or relinquishment by Licensor of the right to such performance in the future nor of the right to enforce any other provision of this License.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LICENSOR:
Oregon State University

By: _____ Date: _____
Nicole Neuschwander
Director, Leasing and Strategic Real Property Management

LICENSEE:

By: _____ Date: _____
Signature
Title

ATTACHMENT 1 to LICENSE AGREEMENT
DESCRIPTION and LOCATION of ATMs

Equipment Proposed by the Successful Proposer in Exhibit E of the RFP shall be integrated into this License Agreement as Attachment 1 upon award

ATTACHMENT 2 to LICENSE
ACCESS PROCEDURES AND CONTACTS

A. Access Procedures for Licensee

As stated in Paragraph 3.4 of the Agreement, Licensee’s access to the Premises shall be subject to all procedures adopted from time to time by the Licensor including, but not limited to, the procedures addressed herein.

B. Licensor Contacts

In the event a contractor retained by Licensee requires access to the Premises, Licensee, prior to the on-site visit, shall first schedule an access appointment with the appropriate Licensor facilities representative as referenced below.

In the event a problem arises which requires non-emergency or emergency assistance on the part of the Licensor, Licensee shall contact the Licensor facilities representative or Oregon State Police (OSP) – OSU Unit Dispatcher, respectively, as referenced above.

OSU Facilities Representative

[Will be filled in based on location]

OSP-OSU Police Department Dispatcher

Police/Public Safety Non-emergency	(541) 737-3010
Police/Public Safety Emergency Number	(541) 737-7000
Emergency	911

C. Licensee Contacts

The company names, addresses and telephone numbers of Licensee’s contractors are listed below for the Licensor’s information. All representatives of said contractors shall be required to show appropriate identification at the time of an on-site visit, if requested. In addition, all of Licensee’s contractors may purchase vendor parking permits through the Licensor or use metered parking. Licensee shall notify Licensor in writing of any changes to the Licensee’s contractors’ information within 24 hours of such change.

Service Provider (Name, Address, Telephone Number) – ATM

Data Processing Service (Name, Address, Telephone Number)

Armored Service (Name, Address, Telephone Number)

ATTACHMENT 3 – WORK AGREEMENT ADDENDUM
TO LICENSE AGREEMENT DATED _____, 2016
BETWEEN
OREGON STATE UNIVERSITY
AND
XXXXXXXXXX
WORK AGREEMENT

Oregon State University (“Licensor” or “OSU”) and _____ (“Licensee”) are as of this _____ day of _____, _____ executing simultaneously with this Work Agreement or have already executed a License Agreement (“Agreement”) relating to the Premises located on OSU’s campus as described in the Agreement in order to permit Licensee to operate ATMs at the Premises as further described in the Agreement.

This Work Agreement defines the scope of Licensor's approval rights and Licensee's installation obligations with respect to the Premises and ATMs as described in the Agreement. Capitalized terms not otherwise defined in this Work Agreement shall have the meaning given to them in the Agreement.

1. IMPROVEMENT WORK

1.1 Improvement Work. Improvement work must satisfy the State Building Code and Federal Americans with Disabilities Act.

1.2 Description of Improvement Work to be Completed. The Description of Improvement Work to be Completed is attached as Exhibit 1.

1.3 Scope of Improvement Work. The Improvement Work and the obligation to install all of the improvements as described therein shall be limited to the Improvement Work as described in the Agreement hereto.

2. INSTALLATION DOCUMENTS

Within ten (10) days of the execution of the Agreement, Licensee shall provide Licensor with a complete set of documents, including electrical and data wiring information and specifications for attachment of ATMs to existing structures, with respect to Licensee's installation of its ATMs (the “Installation Documents”) for Licensor's review and approval. Licensor shall advise Licensee of any modifications required to secure Licensor's approval. If Licensee is so advised, Licensee shall promptly cause the Installation Documents to be revised to correct any deficiencies or other matters Licensor may require. Within three (3) days of Licensor's approval of the Installation Documents, Licensee's contractor(s) shall commence the Improvement Work.

3. INSTALLATION OF IMPROVEMENT WORK

3.1 Installation of Improvement Work. After approval of the Installation Documents, Licensee shall retain contractor(s) by means of contract(s), which contract(s) shall comply with all terms and conditions of the Agreement, to perform the Improvement Work in accordance with the anticipated schedule as referenced below.

3.2 Licensee's Contractor's Insurance. Requirements for Licensee's Contractor's Insurance are the same as those required on the Licensee in Section 12 of the License Agreement.

3.3 Licensee's Installation Contractor Information. Contact information for Licensee's Installation Contractors is provided on the attached Exhibit 1.

3.4 Installation Schedule. Licensee estimates that installation of the ATMs and all Improvement Work related thereto shall be completed within _____ weeks after receiving Licensor's approval to proceed with said installation (“Completion Date”).

4. COST OF IMPROVEMENT WORK

4.1 Payment of Improvement Costs. Licensee agrees that all Improvement Costs as further described in Paragraph 4.2 below shall be the responsibility of and paid by Licensee.

4.2 Scope of Improvement Costs. The Improvement Costs shall include all costs incurred by Licensee in connection with the Improvement Work including, but not limited to, those incurred in connection with the design and installation of the Improvement Work and any measures taken by Licensee which may be reasonably required to accomplish installation of the Improvement Work, including, but not limited to, Licensee's procurement of bonds, insurance policies and

governmental permits; Licensee's construction management and/or on-site supervision; and, inspection and review costs by OSU's Facility Design & Construction Department and Environment, Health and Safety Department [or similar name].

5. LICENSOR'S REVIEW

Licensor's review of the Installation Documents as set forth in this Work Agreement shall not imply Licensor's approval of the same, or obligate Licensor to review the same, for quality, design, code compliance or other like matters. Accordingly, notwithstanding that any Installation Documents are reviewed by Licensor or any architect, engineer or consultant of Licensor and notwithstanding any advice or assistance which may be rendered to Licensee by Licensor or such architect, engineer and consultant of Licensor, Licensor shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Installation Documents or in the installation of the Improvement Work, and the indemnification and waiver and release provisions as set forth in Paragraph 11 (Indemnification) and Paragraph 12.3 (Waiver and Release/Limitation of Damage) of the Agreement shall apply to the review of such documents and the installation of the Improvement Work.

6. LICENSOR'S APPROVAL RIGHTS

Licensor may withhold its approval of the Installation Documents, including any revisions requested by Licensee, or other work requested by Licensee which requires work that: (i) exceeds or affects the structural integrity of the applicable Premises or the Licensor's Property in which it is housed, or any part of the heating, ventilating, air conditioning, plumbing, mechanical, electrical, communication or other systems of the Licensor's Property in which the Premises is housed; (ii) violates any agreement which affects the Licensor's Property in which the Premises is housed or binds Licensor; (iii) Licensor reasonably believes will increase the cost of operation or maintenance of any of the systems of the Licensor's Property in which the Premises is housed; (iv) does not conform to applicable building codes or is not approved by any governmental authority with jurisdiction over the Premises; (v) in Licensor's determination detrimentally affects the uniform exterior appearance of Licensor's Property in which the Premises is housed; or (vi) is reasonably disapproved by Licensor for any other reason not set forth herein.

7. LICENSEE TO MAINTAIN LIEN-FREE TITLE

Licensor may post such notices of non-responsibility as it reasonably deems appropriate in the Premises during the construction provided for herein. If a mechanic's lien should be recorded against Licensor's property, Licensee must immediately either satisfy and discharge lien or obtain a legally adequate statutory release bond. If Licensee refuses to satisfy and discharge such lien, or to obtain a statutory release bond sufficient to release such lien from title, after demand by Licensor, then Licensor shall have the unilateral right to satisfy and discharge lien without regard to its validity and recover the full cost of doing so from Licensee. If Licensor is named in any lawsuit arising out of construction activities upon the licensed Premises, Licensee shall be required to indemnify and defend the Licensor with regard to any such lawsuit, and Licensor shall have the right to settle any such lawsuit on behalf of Licensee if Licensee refuses to indemnify and/or defend. In the event that Licensor settles such lawsuit, Licensor shall be entitled to recover from Licensee the full amount of such settlement and all costs of Licensor's defense.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Work Agreement as of the date first above written.

LICENSOR:
Oregon State University

By: _____
Tamara Bronson
Procurement Supervisor

Date: _____

LICENSEE:
XXXXXXXXXXXXXXXXXX

By: _____

Date: _____

Title: _____

EXHIBIT 1 TO ATTACHMENT 3 – IMPROVEMENT WORK & LICENSEE ADDENDUM [REDACTED]
TO LICENSE AGREEMENT DATED [REDACTED], 2016
BY AND BETWEEN
OREGON STATE UNIVERSITY
AND
XXXXXXXXXX

**DESCRIPTION OF IMPROVEMENT WORK TO BE COMPLETED
WORK ACTION PLAN**

1. ATM location [REDACTED].
2. Order database.
3. Telecomm: Order data and voice lines (Call [contact name/number] prior to placing order with [phone provider]. Data line(s) must be run the entire distance from minimum point of entry (MPOE) to ATM machines).
4. Order electrical outlet installation. Need to install dedicated duplex 120 volt 20 AMP outlet. (Call [contact] prior to ordering installation.)
5. Install [number] ATM Machines. (Specifications for any method of attachment of ATM to existing structure must be pre-approved. Call [contact] prior to any core drilling of slab or attaching to any wall. Licensee may be required to secure a locator service in advance before any drilling occurs.)
6. Install video and camera.
7. Test voices and data lines.
8. Test internal ATM systems.
9. Add cash to machines.
10. Set combinations.
11. Bring ATMs "Live."
12. Notify Licensor [contact] that ATMs are operational.

INSTALLATION CONTRACTOR INFORMATION

The following contractors will be utilized for the installation of the ATMs:

INSTALLATION OF ATM MACHINES

Company Name: _____
Contact Name: _____
Address: _____

Phone No.: _____

TELEPHONE LINE INSTALLATION

Company Name: _____
Contact Name: _____
Address: _____

Phone No.: _____

ALARM AND CAMERA

Company Name: _____
Contact Name: _____
Address: _____

Phone No.: _____

[Remainder of this page left intentionally blank]

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned 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, Proposer hereby (check one)

- agrees
- disagrees

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(_____) _____

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

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

EXHIBIT D – PRICING SHEET

Proposers may indicate their preference of spaces. **However, OSU reserves the right to final determination of locations and the amount of spaces awarded to an individual Proposer based on OSU's needs and the needs of the OSU community.**

OSU cannot guarantee or estimate any amount of service users for any of the locations.

1. ATM Cash-Only Space License fee per month*:

West Dining Hall	\$ _____/month
McNary Dining Hall	\$ _____/month
Arnold Dining Hall	\$ _____/month
Kerr Administration	\$ _____/month
Valley Library	\$ _____/month
Gill Coliseum	\$ _____/month
Reser Year-Around	\$ _____/month
Reser (Aug-Dec)	\$ _____/month

2. ATM Transaction Fee \$ _____/transaction*

* All license fee and transaction fee unit pricing shall be fixed for the duration of the contract including extensions.

EXHIBIT E – PROPOSED EQUIPMENT AND LOCATIONS

Location(s) Associated with Equipment Listed Below: _____

A. Specifications of Cash-only ATMs

Manufacturer _____
Model _____
List of Available ATM Networks _____
Maximum Cash Capacity \$ _____
Bilingual Screens _____
3-way Detector to Prevent Bill Miscount _____
Type of Assembly (e.g., fireproof) _____
Space Requirements _____
Voice & Data Telephone Requirements _____
Heat/Air Conditioning Requirements _____
Power Requirements _____
Lighting Requirements _____

B. Cash-only ATM Features (*minimum requirements in italics*)

Cash Dispensing _____
Credit Card Advances _____
Notice of Transaction Fee _____
(including point of notification in screen sequence)
Increments of money dispensed _____
Other(s) _____