



**INFORMAL REQUEST FOR PROPOSAL
No. JD183644IP**

**Bike Share Services
OSU Cascades Campus Bend, OR**

PROPOSAL DUE DATE AND TIME
August 11th, 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

joshua.dodson@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date..... July 29th, 2016
- Deadline for Requests for Clarification or Change..... August 4th, 2016 (3:00 pm, PT)
- Proposal Due Date and Time..... August 11th, 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 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 solicitation to the Administrative Contact identified below.

1.03 ADMINISTRATIVE CONTACT

Name: Joshua Dodson
Title: Procurement Contracts Officer
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@oregonstate.edu

1.04 DEFINITIONS

As used in this solicitation, 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 the Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to the 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 the document issued 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 for Bike Share Services at Oregon State University's Cascades Campus in Bend, OR.

OSU-Cascades desires to contract with a **single service provider** to launch a bike share system on the OSU-Cascades campus in September 2016. The system MUST be launched by September 19 (first day of classes) and preferably by September 13 (campus opening event).

OSU-Cascades seeks a service provider that offers a full-service bike share solution. The service provider must be able to lease 30 bicycles for use by students, staff, and faculty for a period of 1 year. The bicycles will be available as a pilot project to test demand and usage of bicycles for everyday transportation. Should the pilot

study demonstrate there is demand for a bike share system, OSU-Cascades may renew the resulting contract for up to two additional one-year periods.

During the pilot period, OSU-Cascades envisions three stations with approximately 10 bicycles each (subject to budget constraints).

The locations (shown in Figure 1), include:

- 1) Main Campus at 1500 SW Chandler Avenue (opening in Fall 2016)
- 2) Graduate & Research Center at 650 SW Columbia Street (open)
- 3) Off-site Parking Lot at 1000 SW Bradbury Way (Open, OSU-Cascades is leasing the area shown in Figure 2)



Figure 1. Conceptual Map of Campus Facilities



Figure 2. Conceptual Map of OSU-Cascades' Off-Site Parking Lot

A dedicated space has been identified for a bike share station on the main campus that is conveniently located in the middle of the three campus buildings currently under construction. Tykeson Hall is planned to open September 7, 2016; the dining and residential halls will open in December 2016.

System usage may include use for personal or academic purposes and will support commuters. Anticipated usage includes: Commuting between the three campus facilities, trips to local restaurants during the lunch hour, or short trips to community destinations (e.g., parks, shops at the Old Mill, health care providers, or off-site fitness facilities).

If the bike share pilot program is successful during the pilot period, OSU-Cascades may look to expand the system to increase the utility and value of the system to users. This expansion may occur through sponsorship by local businesses and/or through partnership with the City of Bend or the Bend Metropolitan Planning Organization.

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 providing the lifelong advantages of a premier research university. OSU-Cascades is the first and only campus offering baccalaureate and graduate degrees based in Central Oregon.

In 2012, plans were approved to expand OSU-Cascades campus in Bend to a 4-year university offering a range of undergraduate and graduate degrees. The long-range vision for the campus is to accommodate 3,000 to 5,000 students by 2025.

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 10-acre campus at full occupancy will serve 1,890 students.

OSU-Cascades is committed to establishing a four-year university campus in the heart of Bend that embraces sustainable design and operating practices. Consistent with this mission, we are implementing several Transportation Demand Management (TDM) strategies to:

- Enhance Community Relations (traffic congestion, neighborhood parking, public transit services)
- Promote Environmental Sustainability (climate change, air quality, resource conservation)
- Improve Employee Well-being (reduced stress, increased exercise, etc.)
- Reduce Parking Infrastructure Costs

OSU-Cascades aspires to create a culture on our campus that embraces active transportation and demonstrates its value to the community. This is consistent with campus goals for sustainability and health/wellness. To support this culture, OSU-Cascades is implementing TDM programs and strategies for the 2016-2017 academic year that provide disincentives and incentives. The parking fee for the on-campus lot will serve as a disincentive to driving alone to campus. Incentives for those who choose to walk, bike, transit, or rideshare will include a range of rewards and challenges among peers.

Bike share is among the services being planned to support campus TDM goals. We envision bike share as a service that support active transportation, but will not initially serve as a commute mode, given the limited number of bikes and stations planned. Once a commuter arrives on campus via bus, carpool, or walking, they have access to bicycles for making short trips throughout the day.

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 TERMS AND CONDITIONS / SCOPE OF WORK

3.01 TERMS AND CONDITIONS

OSU's terms and conditions governing the purchase resulting from this RFP are included at Exhibit A.

3.02 SCOPE OF WORK

OSU is seeking a contractor that can provide the following services under a **single contract** with OSU:

- **Hardware**

All hardware within the proposed system shall be leased to OSU. OSU does not plan to purchase any of the hardware associated with this system, including the bicycles.

- Deliver and provide usage of 30 bikes designed to be shared by a range of users. Bicycles shall be designed specifically to be used in a shared system on the OSU-Cascades campus and include components to improve reliability, safety, security, and stability for all types of riders.
- Proposed system must provide locking technology that enables sharing of bicycles by up to 1,200 students, staff, and faculty.
- Proposed system must be updated to include the current iteration of hardware available at no additional cost to OSU-Cascades

- Proposed system must include racks or docks where the bikes are to be stored at the three stations. To accommodate for unequal distribution of bikes, the bike storage capacity of the docks in the system must equal or exceed twice the number of bikes in the system.
- Proposed system must include custom signage that designates the racks at the station for bike share only and provides instruction on how to use the bike share system.
- No power or data services will be provided by OSU-Cascades at the station locations.
- **Software**
 - Proposed system must include web-based and mobile application software to facilitate sharing of the bicycle fleet. Mobile applications must be compatible with Android and iOS.
 - Proposed system must include software capable of tracking bicycle location in order to facilitate users finding available bicycles and administrators tracking down bicycles locked outside of the designated stations.
 - Proposed system must be updated to include the current iteration of technology available at no additional cost to OSU-Cascades
 - Proposed system must include administrative tools to report ride statistics useful in determining the effectiveness of the system (e.g., average trip length, average trip duration), potential locations for new stations based on frequent trip destinations, and system benefits relative to university health/wellness and sustainability goals (e.g., calories burned or CO2 reduced as a function of trip length).
 - Proposed system must include administrative tools to add or remove users, manage user accounts, and issue fines for violating system ridership rules
- **Marketing**
 - Proposed system must include the development of a custom website to promote the service, instruct users, and direct users to customer service support.
 - Proposed system must include marketing space on station signage and on bicycles for OSU-Cascades and local sponsors.
 - Proposed system must include printed and digital media to distribute to users on campus.
 - Proposed system must include ongoing support to campus administrators in marketing to local media outlets.
 - Proposed system must include ongoing support to campus representatives to promote the system and its value to the community in order to garner support from local sponsors to expand and/or subsidize annual costs of system operations.
- **Operations**
Proposed system shall include operations in the form of: System launch support; bicycle maintenance; rebalancing; and, customer service.

Proposed system operations shall include:

- Full installation of the system including station installation and software roll-out.
- Provide support to the OSU-Cascades' Transportation Program Manager in launching the system.
- Rebalancing bicycles to provide a minimum number of bicycles at each of the three stations on a weekly basis. Balancing to be informed by usage data to indicate where demand is greatest.
- Maintain and clean bicycle station racks and signage.
- Provide preventative bicycle maintenance on every bicycle, every two weeks. Maintenance shall be conducted by certified mechanics.
- Provide repairs on all functions of the bicycles, including pick-up and drop-off, by a local mechanic. All replacement parts to be included.
- Replace bicycles that are irreparable due to normal use or stolen while in use by a registered user.
- All bicycles in system shall be provided in new condition and replaced after 3 consecutive years of use.

- Provide 24x7 rider support and customer service to address all hardware and software questions and concerns.
- Provide support to OSU-Cascades in selecting near-term and long-term system fee models. Consistent with program goals, preliminary plans are to provide the bicycles to students, staff, and faculty for free for up to 2 hours per day. OSU-Cascades is interested in making the system available in the long-term to the public for a fee. It is anticipated that revenue from the system shall be applied to reduce the cost of the service to OSU-Cascades.
- User fees collected by the system must be used to reduce system costs.

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.

- 1) Provide evidence of having performed work of similar size and scope over the last 3 years.
- 2) Provide evidence of ability to launch the system prior to September 19, assuming the contract will be awarded by August 19.

4.02 PREFERRED QUALIFICATIONS

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

- 1) Provide custom paint on bikes to reflect OSU-Cascades school colors.
- 2) Provide electric bikes within the fleet to increase accessibility to bicycling by a greater range of users and to extend the length of rides.
- 3) Provide tricycles or other types of bikes within the fleet to increase accessibility to bicycling by a greater range of users.

5.0 REQUIRED SUBMITTALS AND EVALUATION

5.01 REQUIRED SUBMITTALS

Proposers must submit the following information and CLEARLY STATE within their proposal where this information can be located:

- Description of how the goods and services offered specifically meet the scope of work described in section 3.
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- Proposers Sample Contract including any applicable Service Level Agreement
- Proposed implementation schedule
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Pricing, fully completed.

5.02 OPTIONAL SUBMITTALS

Proposers may submit the following information and should CLEARLY STATE within their proposal where this information can be located:

- Detailed information about how the Proposer meets the preferred qualifications described in section 4

5.03 EVALUATION

This is a multistage evaluation. 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. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following 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>
Hardware System	30
Software System	20
Marketing Support	10
Operations Support	30
Implementation Schedule	10
Proposer's qualifications relative to the preferred qualifications	15
Price of the goods or services	85
Total	200

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. 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.

5.04 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.

5.05 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.0 INSTRUCTIONS TO PROPOSERS

6.01 APPLICABLE STATUTES AND RULES

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, as well as OSU Standards, Policies and Procedures.

6.02 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.

6.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and submitted to PCMM at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. 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 should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

6.04 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. 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.

6.05 PREPARATION AND SIGNATURE

Proposals should be Written 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 RFP and all Exhibits and Addenda to the RFP.

6.06 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 192.50 (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.

6.07 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the RFP No., RFP Title and the Proposal Due Date and Time. Proposals may be mailed to Oregon State University, Procurement, Contracts and Materials Management, 644 SW 13th Street, Corvallis, OR 97333-4238, faxed to (541) 737-2170 or e-mailed in PDF format to the Administrative Contact noted above. It is highly recommended that a Proposer confirms receipt of the Proposal with the Administrative Contact noted above.

6.08 PROPOSALS ARE OFFERS

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

6.09 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the RFP, Exhibits, and Addenda. OSU may reject all Proposals if it is in the best interest of OSU to do so.

6.10 PROPOSAL PREPARATION COSTS

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

6.11 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the contract when deemed to be in the best interest of OSU.

EXHIBIT A
STANDARD TERMS AND CONDITIONS FOR SERVICES

These Standard Terms and Conditions for Services shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

1. DEFINITIONS:

As used in this Contract, the terms set forth below are defined as follows:

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
 - i. The Solicitation Document and its Attachments and Addenda, if any; and
 - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of services pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

2. 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 reject the services and cancel the Contract in whole or in part.

3. ACCESS TO RECORDS:

Contractor shall maintain books, records, documents, and other evidence and 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. OSU, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. 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.

4. AFFIRMATIVE ACTION:

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

5. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. This Contract is governed and shall be construed in accordance with 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 OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in 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 OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. 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 the paragraph above, 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.

6. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement, Contracts and Materials Management Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement, Contracts and Materials Management Department is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

7. COMPLIANCE WITH APPLICABLE LAW:

The parties shall at all times comply with all 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. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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.

8. CONFIDENTIALITY:

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

9. EXPORT CONTROL:

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

10. FORCE MAJEURE:

Neither OSU nor Contractor 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, OSU's or Contractor's reasonable control. Contractor 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 Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

11. GOVERNMENT EMPLOYMENT STATUS:

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

12. INDEMNITY, RESPONSIBILITY FOR DAMAGES:

- a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, its officers, directors, agents, board members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of OSU, nor purport to act as legal representative of OSU, without first receiving from OSU's General Counsel, in a form and manner determined appropriate by OSU's General Counsel, authority to act as legal counsel for OSU, nor shall Contractor settle any claim on behalf of the OSU without the approval of OSU's General Counsel. OSU may, at its election and expense, assume its own defense and settlement in the event that OSU determines that Contractor is prohibited from defending OSU, or is not adequately defending OSU's interests, or that an important governmental principle is at issue and OSU desires to assume its own defense.

13. 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.

14. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than four million dollars (\$4,000,000) aggregate, unless otherwise specified in writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. If requested, Contractor shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration commiserate with the statute of limitations for tort claims in Oregon.

15. INVOICES AND PAYMENT TO CONTRACTOR:

Contractor shall send invoices to OSU for services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:

- a. The Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

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 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 (ORS 293.462).

16. NOTICE:

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and given to the other party, via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

17. OSU NAME AND TRADEMARK:

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

18. 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 picked up from OSU.

19. RECYCLABLE PRODUCTS:

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

20. REMEDIES FOR CONTRACTOR'S DEFAULT:

In the event Contractor is in default, 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 reduce 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.

21. RETIREMENT SYSTEM STATUS:

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.

22. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

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

23. SEVERABILITY:

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

24. SEXUAL HARASSMENT:

OSU has adopted polices applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

25. SURVIVAL:

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

26. TAX COMPLIANCE CERTIFICATION:

Contractor certifies under penalty of perjury that Contractor 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.

27. TERMINATION:

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. 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 sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU 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. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. 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.

29. WAIVER:

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

30. 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.

31. MERGER:

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

[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 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**

Pricing **MUST** include all costs associated with the system installation and ongoing system support. Cost must reflect the scope of work included in Section 3.0 'Terms and Conditions / Scope of Work' . No exclusions to the scope of work are allowed. If proposers have questions or concerns with the scope of work listed in Section 3.0 please submit those concerns in writing to Joshua.dodson@oregonstate.edu prior to the **clarification cut-off date** listed in Section 1.01 'Schedule of Events'.

Please define which of the costs below would be recurring annual costs, assuming renewal of contract after the 1st year of the pilot project.

Item	Annual Cost/Unit	Number of Units	Subtotal
Minimum Services			
A) Bikes		30	
B) Ongoing Marketing and Operations		30 (per bike)	
C) Software		30 (per bike)	
D) Setup and Installation		3 (per station)	
E) Bike Racks		30 (1 per bike in system)	
F) Station Signage (and Hardware)		3 (per station)	

G) OSU-Cascades will work with local sponsors to expand/subsidize the cost of the system. Please provide the cost to OSU-Cascades and/or sponsors to add additional bicycles (\$_____/per bicycle).

Total Estimated Price ((A +B+C+D+E+F) + (G x 10)) = _____

Preferred Services Pricing (not graded, for informational purposes only)

Providing costs for preferred services (e.g., painting bikes OSU colors, upgraded bikes, additional racks, optional component upgrades, etc.) beyond those items listed in the scope of work is encouraged, but not required.