



**REQUEST FOR PROPOSAL  
No. SF195212P**

**On-Demand Transit Service Pilot  
For OSU-Cascades Campus and Bend's West Side**

**PROPOSAL DUE DATE AND TIME**  
November 14, 2018 (1:00 PM, PT)

**SUBMITTAL LOCATION**

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

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

**ELECTRONIC SUBMITTAL ADDRESS**

**[bids@oregonstate.edu](mailto:bids@oregonstate.edu)**

## **1.0 GENERAL**

### 1.01 SCHEDULE OF EVENTS

- Issue Date ..... October 24, 2018
- Deadline for Requests for Clarification or Change ..... November 2 , 2018 (1:00 pm, PT)
- Proposal Due Date and Time ..... November 14, 2018 (1:00 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: Shannon Fanourakis  
Title: Purchasing Analyst  
Telephone: (541) 737-6995  
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E-Mail: Shannon.Fanourakis@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.
- j. "On-demand pooled services" include services that provide door-to-door shared rides upon passenger request.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for an on-demand pooled service in Bend, Oregon.

OSU-Cascades and its partners desire to pilot on-demand pooled transit service in the west side of Bend,

Oregon for the public. The on-demand pooled service will utilize technology to improve the efficiency of public transportation in an area that has relatively low population and employment density. The service will provide access to jobs, education, and social endeavors.

The goals of the short-duration pilot study are generally to restore transit access in the geographical area formally served by CET's Route 12 and to test the effectiveness of on-demand transit service in Bend. If this service is successful in Bend's west side, it may be implemented in other areas of the City.

Specific program goals include:

- Provide 50% more trips per month over 2018 ridership figures (Rt 12 averaged 521 trips/month in the first half of 2018).
- Reduce the operational cost per trip by 50% (CET Route 12 services cost \$30 per trip in FY 2018).
- Increase the occupancy per trip by 30% (est. <1 passengers/trip on Route 12 in FY 2018), effectively reducing the number of single-occupancy vehicle trips on local streets.
- Attract over 250 unique riders during the pilot period.

The study is intended to inform the Central Oregon Transit Master Plan and the City of Bend Transportation System Plan. Analysis of the system performance could include:

- Cost per ride
- Number of unique riders and number of trips per rider over the service period
- Vehicle occupancy per trip
- Average wait time (from trip request to arrival)
- Number of trips taken to key destinations that reduce parking demand
- Average trip duration and distance
- Trip origin and destination to inform future service planning

The transit service will be available on demand, allowing riders to book a trip in advance or in real-time. The service provider will provide multiple vehicles that use technology to dynamically route each vehicle to efficiently respond and pool (i.e., group) ride requests.

The provider will assess the service area and identify the number of vehicles that will operate concurrently, and assess the vehicle passenger capacity needed.

Input from the service provider is needed to establish a fare structure. One fare scenario could offer free rides for the first month, followed by a small fare paid by the passenger (\$1-\$5) for single-passenger trips, and OSU-Cascades will provide an additional subsidy, up to an established maximum. To encourage shared trips, we may offer free rides any time two or more passengers ride together or two or more trips are pooled (vehicle is dynamically rerouted to pick up a second passenger while in route to the destination). Additionally, fares could be subsidized for trips between key destinations within the service area.

## 2.02 BACKGROUND

US Census Bureau data released in March 2018 indicate the Bend-Redmond Metropolitan Area is the 4<sup>th</sup> fastest growing metro area in the country (through July 2017). This growth translates into more cars on our local roads. Within Deschutes County, approximately 9,000 new passenger cars are being registered per year. Bend's transportation infrastructure is not sized to accommodate this level of demand during weekday peak periods.

OSU-Cascades is leading the formation of a Mobility Lab to bring data, analytics, and innovation to Central Oregon. Like similar collaborative partnerships formed in other US cities, the Lab will study and evaluate ways to mitigate the effects of increased traffic demand in Bend, including technology-driven transportation systems and services. Partners include MOVE BEND (a coalition of Bend businesses, non-profits and the Bend community), the City of Bend, the Bend Metropolitan Planning Organization, and St. Charles Health Care.

This is the first project to be initiated by the lab. Other projects may include data analysis of other on-demand services in Bend, expanding bike share, and public education to lead our community in developing a more efficient and intelligent transportation system.

This project was initiated due to elimination of a fixed-route transit service that was discontinued on July 1, 2018. Cascades East Transit operated Route 12 within Bend's west side, providing trips between OSU-Cascades and COCC. Route 12 also provided transit access to residents and businesses in Bend's west side, including [Northwest Crossing](#). Route 12 was added to the Bend fixed route service on July 1, 2015 after a public-private partnership provided funding to add new routes and increase service on existing routes. Route 12 served 4,400 rides in FY 2016, 9,100 riders in FY 2017 and approximately 6,691 rides in FY 2018. The service operated with 30-minute headways from 6 a.m. to 7:30 p.m. on weekdays.

With the elimination of the route, OSU-Cascades and other public and private partners have come together with the goal of launching an innovative transit service that will meet the needs of CET riders that no longer have transit access and other residents and employees that travel to and through this region of Bend.

During the winter months (November through March) of the 2017-2018 academic year, OSU-Cascades operated a private shuttle program on weekdays between 7 a.m. and 6 p.m. The shuttle served three stops: the main campus at 1500 SW Chandler Avenue, the Graduate & Research Center at 650 SW Columbia Street, and a long-term parking lot in the northeast corner of the Columbia Street/Simpson Avenue intersection. The distance between each stop is approximately ½ mile. Ridership on this service was low, and is planned to be replaced by the on-demand pilot service. The limited number of destinations, combined with a relatively mild winter factored into the low ridership.

## 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-intensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

OSU-Cascades is Oregon State University's campus in Bend, Oregon 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 4-year university offering baccalaureate and graduate degrees based in Central Oregon.

OSU-Cascades opened 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 includes academic, research, housing, dining, and non-profit collaborative space (Bend Science Station). The 10-acre campus served 1,100 students during the 2017-2018 academic year, including 120 residential students. The campus has an approved master plan to accommodate 5,000 students on 128 acres, and could provide on-campus housing for up to 40-percent of students and some middle-market housing for employees. OSU-Cascades operates a

research center at 650 SW Columbia Street, which includes classroom and research space for undergraduate and graduate-level classes that may be offered between 8 a.m. and 8 p.m., Monday through Friday.

### **3.0 STATEMENT OF WORK**

#### 3.01 TERMS AND CONDITIONS

OSU's terms and conditions governing the Contract 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.

##### **Marketing and Outreach**

OSU-Cascades envisions a cooperative approach to marketing and outreach with the service provider will lead the marketing and outreach efforts. Service provider will support OSU-Cascades in the development and implementation of a marketing campaign to attract riders.

Service provider will provide on-going support to campus administrators in marketing to local media outlets and to the community throughout the duration of the contract.

##### **Operations**

- Fare
  - Provide support to OSU-Cascades in selecting near-term and long-term fare models and ongoing evaluation to support study goals.
  - Provide monthly feedback to OSU-Cascades to inform changes in fare to achieve performance goals.
- Hours and Study Period
  - The desired study period is through the academic year ending June 14, 2019. Service will begin as early in 2019 as is possible.
  - Provide service from 6 a.m. to 7:30 p.m. on weekdays.
- Area
  - Service will be offered within the area previously served by Cascades East Transit Route 12, as shown in this [online map](#).
  - OSU-Cascades and Service Provider will evaluate service demand every 4 weeks during the study period, and may mutually agree to modify the service area to achieve program goals identified in Section 2.01.
- Pre-trip
  - Provide a platform and customer service agent(s) to reserve & book trips on demand and in advance, estimate trip cost and accept payment, and provide a means of communication between the driver and rider.
- Trip
  - Provide vehicles, drivers, and technology to safely and efficiently pick-up, pool trips, and drop-off passengers.
  - Restrict diversion from the most direct route to an acceptable time limit to be determined by OSU-Cascades and Service Provider.
- Post-trip
  - Provide a means to obtain customer experience feedback and record data from the trip to inform system planning.

- Customer Support
  - Maintain, during the study period, customer service support with posted contact information, including a local phone number, and the ability to leave messages 24 hours per day and 7 days per week via telephone or email. Response to messages shall be made within 24 hours.

## Technology Platform

Provide a platform that offers the following capabilities:

Intuitive user interface (mobile app, website)

- Multilanguage capabilities

Mobile application for riders

- Registration and onboarding
- Ability to book both in advance and on demand.
- Ability of rider to bring additional riders. Describe the process for adding riders and the maximum number of riders per booking.
- Ability of rider to receive support during service hours and provide feedback to someone other than the driver.

Mobile application for drivers

- Facilitate driver registration
- Provide turn-by-turn directions
- Inform driver when and where to stop
- Provide support to efficiently identify the rider
- Driver confirms the rider has been picked up
- Provide secondary communication link with rider in case rider is not at agreed upon location or shows up with extra passengers

Operation Center

- Provide a control center/operational management tools.
- Provide a defined process/features to assign a ride request to a specific vehicle.
- Track rider, driver, and operational metrics. Provide data to OSU-Cascades for pilot study reporting.
- Automated dispatch process to control dispatcher labor costs.

## Accessible and Equitable

Funding for this project is provided by a combination of public and private sources, and all parties desire to offer a service that meets conditions of eligibility for Federal assistance (Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act).

- Provide alternative methods of both payment and reservation for those without a smart phone and/or a credit card/bank account.
- Upon request, provide a service that is accessible to and usable by persons along the full spectrum of disabilities, including both physical and intellectual disabilities.

## Safety and Security

- All drivers must be responsible, well-qualified, well-trained and safe drivers and meet requirements as specified in Bend Code 17.35.030.
- Insurance requirements identified as minimum qualifications in the following section will be provided for the duration of the pilot period.
- Vehicles will be no more than ten (10) years old, with the exception of vehicles providing accessible transport. All vehicles must be in good working order.

## Performance Measurement

- Review and revise service at key checkpoints throughout the study period to improve performance toward operational goals.
- Provide ongoing support to OSU-Cascades to document measures of effectiveness of the service and how to inform ongoing transit plans and the City's Transportation System Plan.
- Conduct a rider survey to understand rider satisfaction.
- Provide relevant anonymized data to OSU-Cascades and its partners in the mobility lab program no later than the five (5) business days after the last day of the previous month. At a minimum, relevant data should include, but are not limited to, the following:
  - Unique transaction ID number that corresponds with the passenger's receipt;
  - Number, date, and time of fulfilled trips;
  - Trip wait time;
  - Number, date, and time of unfulfilled requests (rides the company was unable to fulfill);
  - Number, date, and time of trips declined by the driver or the company (rides declined by drivers);
  - Number of canceled rides (rides canceled by the customer);
  - Trip origin GPS, latitude and longitude; and
  - Trip destination GPS, latitude and longitude.
  - Trip length
  - Vehicle occupancy
  - Number of vehicles diverted to pick up additional passengers (share trips)

## 4.0 PROPOSER QUALIFICATIONS

### 4.01 MINIMUM QUALIFICATIONS AND REQUIREMENTS

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

#### Experience

Provide evidence of having performed work of similar size and scope within the last two (2) years, including the following:

- Understanding of a community's needs and designing of an on-demand pooled service to fit.
- Ability to establish fare models that vary by trip origin/destination, demographics, pooled trips.
- Efficiently launching and operating the service to meet performance goals.
- Providing equitable and accessible services in other communities and specific services you could offer in Bend.
- Managing data and offering feedback to inform and refine the service.
- Provide resumes of key staff that include relevant information on experience implementing, operating, and evaluating an on-demand pooled service.

#### Safety

The Contractor will work in conjunction with University to ensure the safety of customers, and regularly communicate customer satisfaction levels. In addition to training and planning efforts, the Proposer must propose a response plan for all incidents, trip denials, or accidents which includes informing OSU, by email of any of these as soon as possible. Written reports shall be submitted within one (1) hour by email, followed by a final report (including a completed Oregon DMV report when applicable) within 24 hours of the occurrence of any incident and/or accident. OSU reserves the right to modify these procedures.

Provide evidence that:

- All drivers are required to have a full state Criminal Offender Record Information (CORI) background check.
- All drivers are vetted through commercial, nationwide databases; driver rosters are updated; and all vehicles display clear external indicators, signifying the vehicle is operating as a commercial vehicle.
- All customers are covered by \$1 million minimum insurance coverage for the duration of the trip.

#### Insurance Requirements

Provide a description of proposed insurance program, including detailed information about each type of insurance coverage listed below (e.g. limits per occurrence and aggregate, combined single limits, etc.).

In addition, submit a response to the following question: *In the event of an accident or other incident, to what extent will a customer's bodily injury and his/her property and belongings be covered by Insurance?*

- a) GENERAL LIABILITY INSURANCE: Commercial General Liability Insurance, including Products and Completed Operations coverage with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
- b) AUTOMOBILE LIABILITY INSURANCE: This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$1,000,000 combined single limit per occurrence.
- c) EXCESS/UMBRELLA INSURANCE: A combination of primary and excess/umbrella liability insurance may be used to meet the required limits of insurance above, as long as the coverage "follows form."



- d) **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.
- e) **PRIMARY COVERAGE:** Insurance under the Contract shall be the primary coverage and non-contributory.
- f) **ACCEPTABILITY OF INSURERS:** Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU.
- g) **CERTIFICATES OF INSURANCE:** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- h) **NOTICE OF CANCELLATION OR CHANGE:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.
- i) **SUBCONTRACTORS:** If Contractor enters into subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in this section.

### **Proven Technology & Tools**

The technology is owned or licensed by the provider and provides a reliable and efficient platform to conduct the operational functions listed in the Scope of Work.

Provider will own or lease vehicles and other hardware required to operate the services.

### 4.02 PREFERRED QUALIFICATIONS

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

#### **Local Experience**

Experience providing vehicles, technology, and operations of transit services to service areas with a similar size, population density, climate, and demographics as the proposed study area. Demonstrate how your experience can contribute to the success of the service in Bend.

#### **Enhanced Services**

OSU desires to test the market demand for various service enhancements. Describe how your services can help achieve program goals through one or more of the following:

- Expand service area to include downtown and Hawthorne Station, allowing for connection to regional transit services. Indicate how this may impact the service cost.
- Expand service hours to include late-evening and weekends.
- Add vehicles during peak periods, should demand require.
- Improve the customer experience.
- Increase data collection and customer feedback to inform the pilot study.

## **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. 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 and requirements described in section 4.
- Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- Please provide a per-trip or per-hour cost and a total cost of services. If a per-trip cost is used, please provide suggestions for how to manage the services to stay within a fixed budget over the study period.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.

## **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>
Proposal relative to the Statement of Work	50
Proposer's qualifications	35
Price of the goods or services	15
<b>Total</b>	<b>100</b>

**Pricing Evaluation**

OSU will evaluate price based on the level of services provided for a flat fee of \$75,000. The budget may be expanded to provide enhanced services.

Provide a breakdown of costs for services not included in a per-hour or per-trip cost, including: Marketing and Outreach, Operations & Technology, Accessible and Equitable Service, Safety and Security, and Performance Measurement. Provide pricing for supplemental services (by item), and cost to extend the service period for an additional month of service.

**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 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](mailto: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**

*[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:	