



**REQUEST FOR QUALIFICATIONS
No. 2021-005466SR**

TOWING SERVICES

RESERVE CONTRACTING PROGRAM

For the time period:
September 2021 – August 2026

SUBMITTAL LOCATION:

Oregon State University
Procurement, Contracts and Materials Management (PCMM)
644 SW 13th Street
Corvallis, Oregon 97333
(541) 737-4261
Shannon.Robertson@oregonstate.edu

1.0 INTRODUCTION

1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Reserve Contracting Program for Towing Service suppliers. Suppliers accepted into the pool are prequalified to provide Towing Services to Oregon State University (OSU).

Acceptance into the Reserve Contracting Program only signifies an entity has prequalified and does not obligate OSU to issue a contract.

1.02 Background:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, 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.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

2.0 SCOPE OF WORK AND REQUIRED QUALIFICATIONS

2.01 Sample Contract.

Contractors selected from the Reserve Contracting Program to perform services will be issued a separate contract. A sample contract is included at Exhibit A.

2.02 Required Qualifications.

Due to the scope of work and the nature of this Reserve Contracting Program the minimum required qualifications are as follows:

Entity must have a current valid towing business certificate issued under ORS 822.205 and meet all other applicable requirements, including but not limited to safety and insurance requirements, set forth in ORS 822.200 through ORS 822.235, ORS 825.020, OAR 740-040-0020, and OAR 257-050-0200.

2.03 Reserve Contracting Program Time Period.

The Reserve Contracting Program will be open for the period August 2021 – July 2026, with the option to renew for one (1) additional five (5) year period. At any point during this time period, entities who wish to participate in the Reserve Contracting Program may submit their qualifications and will be notified upon acceptance into the pool. Once accepted into the Reserve Program, the participant does not need to reapply during the time period the pool is open unless rejected from the pool. Acceptance into the pool does not obligate OSU to issue a contract.

2.04 Contract Issuance.

Oregon State University will issue contracts to those participants in the Reserve Contracting Program that best meet the requirements of OSU's towing services needs based on OSU Standard 03-010, sections 5.5 and 5.6. Performing work without a fully executed Contract may result in non-payment of work performed, or termination of an impending contract.

3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION

3.01 Required Submittals:

In order to be considered as a participant in this Qualified Pool, entities must submit the following

- Introduction letter indicating how your company meets the required experience including years of towing services experience.
- Three professional client references within the last 3 years. Include contact information.
- Completed Exhibit B

3.02 Submittal Location:

Completed Submittals should be mailed or e-mailed to the following Analyst:

Shannon Robertson
Oregon State University
Procurement, Contracts & Materials Management (PCMM)
644 SW 13th Street
Corvallis, OR 97333

Shannon.Robertson@oregonstate.edu

3.03 Review

PCMM shall review entities submittals to determine if the qualifications set forth in the Request for Qualifications have been met. If the entity meets the qualifications, PCMM will send a letter of acceptance as a participant into the Qualified Pool. If the entity does not meet the qualifications, PCMM will send a letter of rejection including the grounds for rejection. Acceptance into the Qualified Pool does not entitle the participant to the award of a Contract.

3.04 Selection of Contractors from Qualified Pools.

OSU may use a Qualified Pool to provide towing services as needed. If all required submittals are met, a review of applications will be conducted and a final letter will be sent to those qualified.

3.05 Termination.

PCMM may discontinue or terminate a Qualified Pool at any time by giving notice to all participants in the Qualified Pool.

4.0 INSTRUCTIONS

4.01 Provisions and Requirements:

This Request for Qualifications and resulting contract(s) are subject to the provisions and requirements of the applicable OSU Standards 03-010 and 03-015.

4.02 Right to Reject:

OSU reserves the right to reject any submittal or to reject all submittals at any time prior to OSU's execution of a Contract if it is determined to be in the best interest of OSU to do so.

4.03 Change or Modification/Addenda:

Any change or modification will be in the form of an addenda. Only documents issued as addenda by PCMM serve to change the RFQu in any way. No other direction received, written or verbal, serves to change the RFQu. Note: if you have received notification of this RFQu outside of the OSU Business and Bid Opportunities website (<https://bid.oregonstate.edu/>), you should consult the website to assure that you have not missed any addenda announcements. Addenda are not required to be returned, however, prospective participants are responsible to make themselves aware of, obtain and incorporate any changes made in any addenda issued. Failure to do so may cause the submittal to be rejected.

4.04 Preparation and Submission:

Submittals shall be signed in ink or through an electronic digital signature by an authorized representative.

4.05 Withdrawal:

Submittals may be withdrawn in writing on company letterhead signed by an authorized representative and received by PCMM prior to contract issuance. Submittals may also be withdrawn in person prior to contract issuance upon presentation of appropriate identification.

4.06 Agreement to Requirements, Terms and Conditions:

By submission, Entities agree to all requirements, terms and conditions contained in the Request for Qualifications.

4.07 Preparation Costs:

OSU shall not be liable for any costs incurred in the preparation of submittals and any subsequent presentations or negotiations.

4.08 Investigation of References:

OSU reserves the right to investigate the references and the past performance of any Entity with respect to its successful performance of similar services and compliance with specifications and contractual obligations. OSU reserves the right to consider past performance, historical information and fact, whether gained from the Entities submittal, question and answer conference, references, OSU or any other source in the evaluation process.

4.09 Notice to Proceed:

Any award of a Contract resulting from this Request for Qualifications will be made only by written authorization from OSU.

**EXHIBIT A
SAMPLE CONTRACT**

The following Contract is applicable to this Request for Qualifications.

This Contract is between Oregon State University, for its Police Department ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Qualifications (RFQu) number 2021-005466SR entitled Towing Services, and Contractor was selected as a Supplier able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and the initial term runs through August 31, 2026. This contract will automatically be extended for an additional five (5) year term based on the current terms and conditions unless OSU, at its sole option, elects not to extend the Contract by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

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

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) suspension of the services under the contract for a specified period (c) requiring Contractor to correct any defects without charge, (d) negotiation with Contractor to sell the services to OSU at a reduced price, (e) termination of the Contract, (f) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (g) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (h) exercise of its right of set off. These remedies are cumulative to the extent the

remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

1. Contractor Responsibilities:

- 1.1. Contractor shall perform all tows in a safe manner and shall not cause damage to persons or the property of others while in performance of this contract.
- 1.2. Contractor or Contractor's employees shall not solicit tows at the scene of an accident; however, anyone may render assistance without charge at the scene of an accident to clear a street or right-of-way.
- 1.3. Contractor must maintain at all times during the term of this contract a wrecker's business certificate issued by the State of Oregon.
- 1.4. Contractor must maintain at all times during the term of this contract a vehicle appraiser's certificate issued by the State of Oregon.
- 1.5. Contractor must have the ability to respond to two (2) tow requests simultaneously, within thirty (30) minutes of receiving notification from OSU.
- 1.6. Contractor must provide 24-hour availability.
- 1.7. Contractor will participate on the OSU Police Department rotational towing list for non-preference towing.
- 1.8. Contractor will make prompt payment to all persons supplying labor or materials for the performance of work under this contract. If Contractor fails to make prompt payment of any claim for labor or services furnished in connection with this contract, OSU may pay the claim and charge the amount against funds due, or which may become due, to Contractor.
- 1.9. Contractor will pay all contributions or amounts due the Industrial Accident Fund for Contractor or any sub-contractor resulting from this contract.
- 1.10. Contractor will not permit any lien or claim to be filed against OSU because of any labor or material furnished.
- 1.11. Types of towing services, with responsible party for payment of services, will include the following:
 - 1.11.1. Non-Preference tows: Individual involved in the accident or abandoned vehicle does not have a preference as to which tow company is called. Individual will be responsible for cost.
 - 1.11.2. Preference tow: Individual specifically requests a certain tow company. Individual will be responsible for cost.

1.11.3.AAA towing: Individual will be responsible for cost.

1.11.4.Penalty tows: The owner of the vehicle shall be responsible for all towing, services, and storage accrued.

1.11.5.Evidentiary tows: OSU Police Department will be responsible for all towing and storage costs.

1.11.6. Security tows: OSU shall be responsible for all towing and storage charges, up to the date of authorization for release to the owner. The vehicle owner shall be responsible for all storage fees accrued after the OSU Police Department authorizes release.

1.11.7.Department tows: OSU will be responsible for all towing and storage costs.

2. Equipment:

- 2.1. The contractor's tow trucks shall be equipped with winching capabilities, dollies, safety lighting (for the tow truck and the towed vehicle), accident warning signs, and debris cleanup tools.
- 2.2. The contractor's tow trucks shall have the capability to tow and or carry motorcycles without causing damage to the same.
- 2.3. The contractor shall have the capability to tow vehicles of semi or tractor-trailer size using a class C tow vehicle. The contractor need not own the necessary equipment, but must show proof of immediate access to it and the ability to be on site within 30 minutes.
- 2.4. The contractor must, at all times, have two-way radio or cellular telephone communication equipment within any tow truck used while performing tows under this contract.
- 2.5. The contractor must demonstrate how they meet licensing requirements and Oregon Mandatory Equipment Standards (OAR 257-050-0200).

3. Storage:

- 3.1. The contractor shall store all vehicles towed under this contract at the contractor's towing yard address
- 3.2. The storage facilities shall be within the city limits of Corvallis and shall conform to all applicable development requirements.
- 3.3. All storage areas shall be adequately protected and provide reasonable safeguarding of vehicles and contents.
- 3.4. Streets adjacent to the contractor shall be kept clear of vehicles in the custody of the contractor.
- 3.5. If the Contractor's storage facilities are filled to capacity, the contractor may remove vehicles held longer than forty-eight (48) hours, excluding holidays and weekends, to the facilities of another towing company with equivalent storage space. Such towing of

vehicles shall not be subject to charge and the contractor shall notify the OSU Police Department of the vehicle's new location within one (1) hour of moving it.

- 3.6. The contractor shall have an identification sign in plain view at the Contractor's place of business providing the following information:

Company name

Regular business hours

Telephone number for after-hours information

- 3.7. The \$ _____ service charge rate required for after-hours vehicle releases
- 3.8. Outside Storage - the Contractor will have a minimum of ten (10) full-size passenger vehicle spaces.
- 3.9. Inside Storage - the Contractor shall have a minimum of two (2) full-size passenger vehicle spaces. The inside spaces shall be of sufficient size to allow full and ready access to all sides of the vehicle for processing by the OSU Police officials. This inside storage area shall be roofed, floored, and enclosed on all sides. It shall also be wired for 110-volt electrical service/outlets and capable of being secured from entry of unauthorized persons.

4. Release of Vehicles:

- 4.1. The contractor shall maintain a business phone and office through which contact can be made for the release of towed and stored vehicle between 8:00am and 5:00pm, Monday through Friday (excluding holidays). The Contractor shall provide for after-hours vehicle release within one (1) hour of contact by the owner or OSU, unless other arrangements are mutually agreed upon.
- 4.2. The Contractor may refuse to release any vehicle, or vehicle contents, except a vehicle owned by OSU, until payment for all charges has been made by the person responsible. The Contractor shall not release any vehicle or its contents when involved in a DUI, a crime, or a suspended driver, without first receiving authorization from OSU to do so.
- 4.3. OSU shall not collect tow or storage fees from the public for the Contractor.

B. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

3. COMPENSATION:

A. BASIS OF PAYMENT FOR SERVICES.

1. Individuals or vehicle owners will be responsible for payment to Contractor for non-preference, preference, AAA, and penalty towing and storage.
2. OSU will be responsible for payment to Contractor for evidentiary, and department towing and storage fees.
3. OSU will be responsible for payment to contractor for security towing and storage until OSU Police Department authorizes release of the vehicle. Individuals or vehicle owners will be responsible for payment to Contractor for all storage fees for security tows after OSU Police Department has authorized release of the vehicle.
4. Contractor will charge rates for towing, storage, and other services as shown in Attachment A – Towing Services Rate Sheet.

B. EXPENSE REIMBURSEMENT.

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

C. INVOICES AND PAYMENT TO CONTRACTOR.

Individual or vehicle owner will pay Contractor for those specific services for which they are responsible and OSU will have no obligation for these payments. For those services for which OSU is responsible, Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

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

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

OSU shall pay Contractor for services performed for OSU at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received.

After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

4. INSURANCE:

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. The required liability coverage shall include Garage keepers Liability with minimum limits of \$2,000,000 per occurrence and \$3,000,000 aggregate and On Hook coverage with a minimum limit of \$250,000 per occurrence. 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. Oregon State University, its trustees, officers, 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 this Contract.

B. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. Coverage limits shall be a minimum of \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance

C. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

D. PRIMARY COVERAGE.

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

E. CLAIMS MADE POLICIES

In the event any required insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

F. 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 section 4.

G. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that

satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

H. 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.

I. NOTICE OF CANCELLATION OR CHANGE.

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

5. INDEMNIFICATION:

A. INDEMNITY.

a. Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

B. DEFENSE.

a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.

b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for

the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

- a. ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as applicable and as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.
- b. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

- c. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.
- f. ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- g. EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- h. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311-192.355).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

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

F. FIREARMS POLICY.

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

G. PARKING.

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

H. SECURITY/BACKGROUND CHECKS

The OSU facilities in which work performed under this Contract is performed are designated as critical, occupied or security sensitive facilities. Thus, Contractor shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum and national for Contractor employees that formerly lived outside of the state of Oregon) on each Contractor employee and agent with satisfactory results before referral or placement at any OSU work location. The Contractor shall also conduct drug and alcohol testing of each Contractor employee and agent with satisfactory results before referral or placement at any OSU work location. Contractor must perform the criminal background checks and drug and alcohol testing within the 12 months immediately preceding referral or placement at any OSU work location.

Disqualifying crimes may include: 1) felony convictions of any kind within the last 8 years, 2) all crimes involving weapons or any kind ever committed, 3) all person to person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed,

including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.

Contractor shall require Contractor's employees and agents to self-disclose to Contractor any new convictions that occur within three business days of the conviction and Contractor shall reassess the individual's assignment under this Contract.

OSU, at its discretion, may require Contractor to reassign a Contractor employee or agent to no longer perform work under this Contract or for OSU if, at any time, OS believes that the Contractor employee or agent may create a danger to health or safety of the campus community.

Contractor is solely responsible for complying with all applicable federal, state or local laws, rule, and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks and drug and alcohol testing are the responsibility of Contractor.

Contractor shall require Contractor's subcontractors and agents providing services under this Contract to comply with this provision. OSU may audit Contractor's background checks and drug and alcohol testing processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the Contract and may result in OSU seeking monetary damages or pursue other remedies, Contractor termination by OSU without further liability or obligation, or both. Contractor shall indemnify, defend and hold harmless OSU and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and testing and any adverse action that may be taken as a result of such checks and testing.

I. SEXUAL HARASSMENT POLICY.

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

J. SMOKING POLICY.

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

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

B. NO THIRD PARTY BENEFICIARY.

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

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or

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

D. WAIVER.

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

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

a. A party giving or making any notice, request, demand or other communication (each a "Notice")

pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.

- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator
OSU PCMM
ATTN: 2021-005466 Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

and:

OSU Departmental Administrator
Teresa Parker
Public Safety Manager
Dispatch/Evidence/Records/MU ID Center
Corvallis, OR 97333
Telephone: (541) 737-8709
E-mail: teresa.parker@oregonstate.edu

CONTRACTOR Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

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

K. SALES AND USE TAXES.

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

L. **FORCE MAJEURE.**

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

M. **EXECUTION AND COUNTERPARTS.**

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

N. **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.

O. **SEVERABILITY.**

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

P. **MERGER.**

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

8. CERTIFICATIONS AND SIGNATURES:

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

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

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

**ATTACHMENT A
Towing Services Rate Sheet**

Rates for non-preference, preference, AAA, penalty, and security* requests

Towing Services:			per	
Storage Fees:				
	Outside:		per	
	Inside:		per	
	Additional:		per	
Service Charges:				

*Only for storage fees charged to individual or vehicle owner after OSU has authorized release.

Rates for evidentiary, department, and security* requests

Towing Services:			
	Passenger cars, motorcycles, and pickups without campers and all other vehicles rated at less than one (1) ton:		Per vehicle
	Vehicles rated at one (1) ton to two (2) tons, whether loaded or unloaded and vehicles with campers:		Per vehicle
	Vehicles rated at more than two (2) tons whether loaded or unloaded:		Per vehicle
Storage Fees - based on a twenty-four (24) hour calendar day:			
	Outside:		Per vehicle, per day
	Inside (at OSU's direction):		Per vehicle, per day
Service Charges:			

*Only for towing and storage fees charged to OSU prior to OSU's authorization to release vehicle.

**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 undersigned is authorized to act on behalf of Proposer and that Proposer 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.

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.

Authorized Signature: _____

Date: _____

Name (Type or Print): _____

Telephone:(_____)_____

Title: _____

Fax:(_____)_____

FEIN ID# or SSN# (required): _____

Email: _____

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

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____