



**REQUEST FOR PROPOSAL  
No. P153741262TJ**

**Event Parking Lot Attendant Services**

**CLOSING**

**March 7th, 2022 (3:00 PM, PT)**

**SUBMITTAL LOCATION**

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

Please note that OSU Procurement, Contracts and Materials Management (PCMM) office location is not currently open to the public and only electronic submissions are being accepted at this time. Instructions for electronic submission are included in Section 7.08 of this document. PCMM is staffed Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.

**ELECTRONIC SUBMITTAL ADDRESS**

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

## **1.0 GENERAL**

### **1.01 SCHEDULE OF EVENTS**

- Issue Date..... February 07, 2022
- Deadline for Requests for Clarification or Change..... February 21, 2022 (5:00 pm, PT)
- Closing..... March 07, 2022 (3:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of written Addenda.

### **1.02 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will not be held.

### **1.03 ISSUING OFFICE**

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

### **1.04 ADMINISTRATIVE CONTACT**

Name: Thomas James  
Title: Purchasing Analyst  
Telephone: 541-737-3423  
E-Mail: Thomas.james@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. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a request for proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a request for proposal issued by the university.
- g. "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.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in an Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- l. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

## **2.0 INTRODUCTION AND BACKGROUND**

### **2.01 INTRODUCTION**

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for Event Parking Lot Attendant Services for Athletic events. These are primarily football home games but may include home men's basketball games, concerts, special events, and post season. OSU has two types of gameday parking, this RFP focuses on the "pay by game" lots that are on campus. There are approximately seven (7) home football games per year that range in start times from 12pm - 8pm and occasionally one falls on a midweek day. Parking for these home games runs from 7:00 am until the start of the game. The only exceptions are for midweek games where a condensed model is used. The types of pay lots vary in price based on proximity to the stadium and range from \$15-\$40. Pay parking also includes collecting for the limited ADA parking around the stadium as well as the designated spots sold for the structure. Bus and RV parking for football games and other large events is also included in this RFP.

OSU is looking for a one (1) year contract with 6 one (1) year renewals, for a total contract length of up to seven (7) years.

## 2.02 BACKGROUND

OSU Intercollegiate Athletics (OSU Athletics) program supports sixteen (16) sports and the program is recognized at the Division I level of the National Collegiate Athletic Association. In 1915, OSU became a charter member of the Pacific Coast Athletic Conference, now the Pac-12 conference. It is projected that OSU Athletics will annually host six to seven home football games with approximately 46,000 fans in attendance per game, as well as other events throughout the year.

## 2.03 OREGON STATE UNIVERSITY

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.

# **3.0 STATEMENT OF WORK / SAMPLE CONTRACT**

## 3.01 SAMPLE CONTRACT

**A sample contract containing the Statement of Work (Section 2) and contractual terms and conditions is included at Exhibit A.**

# **4.0 PROPOSER QUALIFICATIONS**

## 4.01 MINIMUM QUALIFICATIONS

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

- Proposer is able to provide necessary equipment as listed in the sample contract, Exhibit A, Section 2. F.
- Proposer has a minimum of two (2) years of event parking lot attendant experience for large events, involving at least forty-five (45) staff members.

## 4.02 PREFERRED QUALIFICATIONS

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

- Contractor has prior experience providing event parking lot attendant services for collegiate athletic events.

- a. Prior experience with large sporting events (e.g. NFL, NBA, MLB, MLS) and large, non-athletic events with more than 18,000 attendees (e.g. concerts) may also be acceptable to satisfy this qualification.

## 5.0 REQUIRED SUBMITTALS

### 5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic 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 pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers must submit, at a minimum, the following information in accordance with the instructions below:

1. Description of how the goods or services offered specifically meet the Statement of Work described in Exhibit A, Section 2.
2. Detailed information about how the Proposer meets the minimum qualifications described in section 4.01.
3. Detailed information about how the Proposer meets the preferred qualifications described in section 4.02.
4. Proposer must provide a **"Quality/Loss Control Plan"** to describe how they will assist OSU to control and eliminate the following:
  - a. Loss from theft
  - b. Poor money handling
  - c. User error
5. Proposer must provide a detailed **Staffing Plan** detailing how they plan to hire, train, and maintain the requested staffing and service levels noted in Exhibit A, Section 2. for all events throughout the year. Additional information on staffing/service requirements is included in Exhibit A at Section 2. E. and Section 2. H. Historical staffing levels are also included for reference in the table below:
 

District Manager-	1
Event Manager-	1
Crew Supervisor-	2
Donor Parking Staff-	20
<u>Paid Parking Staff-</u>	<u>35</u>
Total-	59
6. Any additional services available to OSU for all events. These should be noted as included within the contract or are available as additional services if mutually agreed upon by the contractor and OSU.
7. Exhibit B: Certifications, fully completed.
8. Exhibit C: References, fully completed and **signed**.
9. Exhibit D: Hourly Rate Sheet, 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 03-015, Sec. 5.20.

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.

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 relative to the qualifications in section 4	20
Staffing Plan	25
Quality/Loss control Plan	20
Price of the goods or services	35
<b>Total</b>	<b>150</b>

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal

whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

- Proposer A's price is \$450 (the lowest)  
Proposer A is awarded 20 price points (the maximum)
- Proposer B's price is \$500  
Proposer B is awarded 18 price points ( $450/500 \times 20$ )

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

### 6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The Statement of Work;
- b. The Contract price as it is affected by negotiating the Statement of Work; and
- c. Any other terms and conditions as determined by OSU.

### 6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

### 6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

## **7.0 INSTRUCTIONS TO PROPOSERS**

### 7.01 APPLICABLE STATUTES AND RULES

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

### 7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) 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 03-015, Sec. 5.20.

### 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 Closing; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Closing indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method:

- 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 Closing 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.

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 Closing, 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 Closing, 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 Closing. 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 Closing, 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 Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Closing. 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 Closing 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 appeal period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the appeal 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 Closing, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Closing or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

#### 7.21 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

**EXHIBIT A**  
**TERMS AND CONDITIONS / SAMPLE CONTRACT**

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

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number P153741262TJ, entitled Event Parking Lot Attendant Services, and Contractor was selected as the Proposer best able to provide this service; and

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

NOW, THEREFORE, OSU and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

**A. CONTRACT TERM.**

This Contract is effective 8/1/2022 and expires 7/31/2023. OSU has the option to extend the term of this Contract for six (6) additional one (1) year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

**B. TERMINATION.**

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

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

**C. REMEDIES FOR CONTRACTOR'S DEFAULT.**

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

## 2. STATEMENT OF WORK:

### A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract: management; training; supervision; staff; uniforms; badges; communication equipment; supplies; and replacement or substitute manpower and equipment in order to provide services for all ticketed Intercollegiate Athletic Events. The Services include, but are not limited to, the following:

#### a) Review and Knowledge of Event and Facilities

- i) Map Lots and parking requirements for various OSU parking lots.
- ii) Schedule of event activities held at the OSU campus.
- iii) Staffing levels necessary for Services requested for the facilities and events where Services are provided.
- iv) Schedule of similar event activities by other clients that could present the inability to perform Services needed as requested in this Contract, including, but not limited to, sufficient staffing levels and quality and experience of staff provided.
- v) Event-specific policies and procedures, including alcohol policies and procedures.
- vi) Event-specific policies for restricted access areas.
- vii) Methods of controlling access.
- viii) Identification of key event/facility personnel.

#### b) Fee Collection

- i) Collect all revenue associated with football game and other OSU event parking. To include collecting for ADA parking, Bus parking, and RV parking along with general cars.
- ii) Keep detailed logs of money in and out to be checked versus receipts in and out. Contractor should give a copy of each event's log to OSU's Associate Athletic Director-Facilities/Event Management within 5 business days after the event.
- iii) Two payments will be made payable by Contractor to OSU Athletics for all Revenue remaining after first deducting the Contractor rates, expenses as identified in this contract, and any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities on said Revenue (collectively, "Sales Tax"). First payment will be after the third game of the season and the second payment after the last game of the season. A detailed accounting of the event Revenues, Contractor's rates charged for the event, and applicable Sales Tax will need to be accompanied with each payment to verify with OSU's Associate Athletic Director-Facilities/Event Management.

#### c) Orderly Movement and Assembly of Patrons

Contractor shall provide to the OSU Associate Athletic Director-Facilities/Event Management or designee, via email on a yearly basis, Contractor's documented systematic planning for and the supervision of the following:

- i) Methods of entrance including orderly assembly, movement and queuing of patrons.
- ii) Use of traffic control methods that take into account different human behaviors and include an orderly and disciplined processing and movement of patrons into the venue.
- iii) Any parking fee that shall be coordinated with the queuing of patrons.

#### d) Risk Management

Contractor shall perform the following for managing and controlling any risk issues:

- iv) Participate in pre-event orientations and review of assigned work area with the OSU Director of Event Management.
- v) Identify, mitigate, and report safety hazards to OSU Director of Event Management immediately if urgent, otherwise within 24 hours.
- vi) Operate and maneuver equipment in a safe manner.
- vii) Identify, mitigate and immediately report any medical emergencies to the OSU Director of Event Management.

- e) Applicable Statutes, Rules, Policies and Procedures  
Contractor shall follow all applicable statutes, rules, policies and procedures in order to maintain law and order within the areas of assignment. Contractor shall maintain consistency with training and equipment so as not to unreasonably endanger property or personnel. Contractor shall enforce applicable Local, State and National legislation, and OSU policies and procedures (as amended), and shall provide supervision of trained personnel in order to prevent, when possible, crimes, including, but not limited to, theft, vandalism and assault. Contractor shall inform patrons of violations of laws, policies and procedures and the ensuing consequences. Contractor shall, as soon as possible, report any violations of law and policies and procedures to the OSU Associate Athletic Director-Facilities/Event Management or designee, as well as report any problems not addressed in law, policies and procedures to OSU.
- f) Assisting Patrons  
Contractor shall maximize accessibility to patrons, anticipate patron needs, answer questions or assist to find answers and respond to patron concerns or problems. Contractor shall provide direction to appropriate locations. Contractor shall avoid arguments and physical contact with patrons.
- g) Perform Communication Function  
Contractor communication shall include, but not be limited to, the following:
- i) Utilizing excellent listening, verbal, non-verbal, and written communication techniques with patrons and all personnel associated with the event. This includes competency utilizing all communication equipment, utilizing correct event and facility terminology, recognizing non-verbal crowd communication and utilizing signage in the communication process.
  - ii) Contractor employees shall report any communication breakdowns to Contractor supervisor.
  - iii) Contractor shall, at all times, maintain the integrity of confidential information.
  - iv) Contractor shall respond appropriately to all public address announcements.
  - v) Contractor shall complete any required written documentation.
- h) Lost and Found  
Contractor shall present lost and found articles to OSU in accordance with procedures issued by OSU.
- i) Injury or Illness  
Contractor shall obtain professional assistance from OSU or emergency personnel and/or contact 911 in accordance with OSU procedures in the event of injury or illness to event patrons. Contractor shall render First Aid and/or CPR, if appropriate.
- o) Donor Parking  
Contractor may be required to provide donor parking services at Athletic events. Contractor shall review and have thorough knowledge of the following:
- i. Lot maps and donor parking requirements
  - ii. Event schedules
  - iii. Staffing levels necessary to provide services requested of lots where services are provided.
  - iv. Lot specific policies and procedures, including special circumstances such as midweek events.
  - v. Lot specific pass policies for restricted lots.
  - vi. Methods of controlling restricted access to lots.
  - vii. Identification of Key Personnel.

The Services include any and all ancillary services, functions or responsibilities related to the Services that are normal, customary and incidental to the provision of such Services or that are sub-tasks of such Services, functions and responsibilities set forth herein, and are reasonably required for the proper performance and provision of such Services, functions and responsibilities, whether they are documented or not, including relationship and contract management.

## **B. KEY PERSONNEL**

In addition to the staff required to perform the Services described in this Contract, the Contractor shall provide the following Key Personnel:

### a) District Manager

The Contractor shall provide, at no cost to OSU, a designated District Manager who shall:

- i) Act on Contractor's behalf and be responsible for the overall management and coordination of this Contract with the OSU Contract Administrator.
- ii) Have full authority to act on behalf of Contractor.
- iii) Act as the Contractor's central point of contact with OSU.
- iv) Be present on-site a sufficient amount of time at facilities and events as requested by OSU to oversee the quality control of Contractor operations in accordance with the requirements of this Contract.

### b) Event Manager

The Contractor shall provide an on-site Event Manager responsible for the immediate supervision of all parking attendants staff and be responsible for the management of staff at events. The Event Manager will:

- i) Ensure all Services and staffing levels are provided in accordance with the requirements of the Contract or as requested by OSU.
- ii) Be on site and assist in developing and conducting training programs to enhance the effectiveness of Contractor's staff.
- iii) Be the single point of contact for event day operations and communications liaison with OSU Director of Event.

### c) Crew Supervisors

The Contractor shall provide uniformed, fully trained crew supervisory employees, with a minimum of one (1) year experience (or one OSU football season) working for Contractor, who shall be directly responsible for the staff activities, including but not limited to, the following:

- i) Prior to the event, schedule and brief staff on assignments, location features, equipment and hazards.
- ii) Prior to the event, setup any necessary equipment need such as barricades, cones, etc.
- iii) During the event, supervise staff
- iv) During the event, assign back up qualified and trained supervision when leaving assigned areas for break times.
- v) At the conclusion of the event, Contractor shall debrief staff, ensure that equipment is returned properly and complete any required reporting to be provided to OSU's Director of Event Management.
- vi) Assist any emergencies.

## **C. STAFF TRAINING AND CERTIFICATIONS**

Training of all staff will be the responsibility of the Contractor. All staff shall be qualified to perform crowd management and security service duties as assigned. Contractor shall provide basic training as outlined in Training Content for all personnel assigned to OSU. During the 2022/2023 seasons, OSU shall be notified of any impromptu training to be held by Contractor and shall be permitted to attend

this training. OSU shall be notified of training sessions at least four (4) weeks in advance and OSU shall have the option to attend said training.

a) Training Content

All Contractor Personnel training shall, at a minimum, include the subjects listed below, the curriculum content of which shall be reviewed and approved by OSU prior to training:

- i) Orientation.
- ii) The Basic Principles of Parking Enforcement.
- iii) Maps and Parking layout of campus
- iv) Maintenance of Uniforms and Equipment.
- v) Communication and Incident Reporting.
- vi) Contractor's Drug/Alcohol Awareness Program.

b) Applicable Statutes, Rules, Policies and Procedures

- i) Overview of Applicable Oregon Revised Statutes and Oregon Administrative Rules.
- ii) Review of OSU Athletics Policies and Procedures.

c) Emergency Procedures

- i) Responsive to Threats of Violence.
- ii) Emergency Situation Response.
- iii) HAZMAT Response.

d) General Duties

- i) Restricted Access Control.
- ii) Fee Collection

e) Other

- i) Violence in the Workplace.
- ii) Sexual Harassment.
- iii) Workplace Harassment.

i) Training Frequency

i) Staff must be trained prior to working an event at OSU. Staff returning to the same position and duties must receive refresher training annually which will consist of at least the same content as required above, but in a condensed format. Staff returning to different positions and duties must receive additional adequate training for performing the Services associated with the different position and duties, including any trainings or certifications required by federal, state or local laws. Staff who have returned after an absence of over one (1) calendar year must attend full training as required for new incoming staff members.

**D. APPEARANCE AND CONDUCT OF EMPLOYEES**

a) All Contractor personnel shall maintain a well groomed, clean and professional appearance in accordance with OSU standards for OSU Guest Services employees. All facial hair must be properly groomed with no more than a two day growth.

b) Uniforms

All Contractor staff shall wear Contractor issued uniforms while on duty. Uniforms will clearly display Contractor's name and identify Contractor staff as parking attendants.

In addition to the uniform provided by the Contractor, all of Contractor's staff are required to wear Khaki or Black slacks to complete the uniform. Jeans are not permitted. All staff uniforms and clothing shall be in good condition, clean, free of rips and wrinkles, with correct sizing and no sagging or bagginess.

All hats and caps must be Contractor-issued and similar in appearance. No personal hats and caps are allowed to be worn. Hats and caps must be worn appropriately with the bill forward and straight on the head.

OSU shall have final approval of all uniforms.

Staff stationed in positions exposed to the weather must be provided with appropriate outerwear which meets the uniform requirements above. Outerwear must not inhibit the ability for patrons to identify an individual employee's identification and name badge or assigned numbers. All outerwear may be the same color with the exception of the Crew Supervisors.

c) Identification and Name Badge

All staff shall have sufficient identification for validating their personal identity (i.e. driver's license). Contractor shall provide an appropriate credential badge for each employee that shall be worn while on duty. Badge will indicate the contractor's name, the employee's first name and the initial of the last name and their ID number, if an ID system is used by the Contractor. All venue staff and personnel must have their identification with them and their name badge clearly displayed at all times.

d) Staff Conduct

Contractor's staff shall conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing Services and in accordance with OSU Guest Services standards. While working at OSU, Contractor's Staff must behave in a professional manner, be courteous, and exercise tact and diplomacy in their contact with the Public. Inappropriate conduct will not be tolerated. Inappropriate conduct includes, but is not limited to, the following:

- i) Employee dishonesty or theft in any form.
- ii) Offensive, profane, or inappropriate language.
- iii) Loud, boisterous conduct and horseplay
- iv) The consumption of intoxicating beverages or use of illegal drugs or controlled substances while on duty or at any time on OSU property.
- v) Inattentive behaviors, including but not limited to, using personal cell phones, text messaging, amorous displays, or sleeping while on duty.
- vi) Damaging or misappropriating OSU property.
- vii) Harassment of any type, to any person.
- viii) Smoking is not allowed on the Oregon State University campus effective Sept. 1, 2012. The policy can be reviewed on line at:  
<http://oregonstate.edu/smokefree/>

Contractor shall reassign or reprimand, up to dismissal, any employee after notification by OSU that such employee has engaged in unacceptable staff appearance or staff conduct. Upon request by OSU, the Contractor shall replace any staff member not performing the service according to this Contract.

If a Contractor's employee is found unacceptable, careless, incompetent, or

otherwise objectionable and whose continued employment is not in the best interest of OSU, that employee shall be immediately requested to vacate the OSU premises and shall not be permitted to perform the Services or duties of this Contract.

Contractor staffs on break or at lunch are authorized to eat and/or smoke only in the designated areas. Contractor's staffs on break or at lunch, who are outside of the designated areas, must remove parts of their uniform identifying them as Contractor's staff. Contractor's staff who are in the facility or venue outside of the designated areas and in Uniform will be considered to be on duty and may be evaluated as such.

**E. RECRUITMENT AND DOCUMENTATION**

a) Recruitment

Contractor shall maintain an active recruiting, training and screening program sufficient to preserve the staffing requirements necessary for this Contract. Contractor shall also have an outlined process for active recruitment of students and local individuals for event staff.

b) Staffing Levels

The OSU Director of Event Management will meet with the Contractor on a regular basis to evaluate and determine adequate event staffing levels for the upcoming events for the various Services needed. The Contractor will then have the responsibility to provide the requested staffing levels.

Final staffing levels will be determined through discussions between Contractor and OSU Athletics. Historical staffing levels described below will be used as the minimum staffing requirement. Contractor must be able to meet this level of staffing:

District Manager-	1
Event Manager-	1
Crew Supervisors-	2
Donor Parking Staff-	20
<u>Paid Parking Staff-</u>	<u>35</u>
Total-	59

c) Staff Consistency and Experience

Contractor shall maintain and assign the same staff in a consistent manner to the same positions and duties throughout the Contract Term. It is OSU's preference that the staff members for donor parking remain as consistent as possible.

Contractor shall disclose at the beginning of each Contract renewal period any Services provided to other clients in Oregon where a schedule of similar event activities could inhibit the quality of Services provided in this Contract and how the quality of Services will be maintained due to increased staffing levels for competing clients, including but not limited to providing sufficient experienced staffing levels.

d) Temporary Staffing

Contractor may also utilize temporary employment agencies for recruitment, provided that recruitment from these agencies is performed well in advance and OSU is notified of Contractor's use of the agency. Staff recruited from temporary employment agencies must meet the same Contractor training



requirements as any other recruited staff. Staff recruited from temporary employment agencies must also adhere to any and all other requirements for Contractor's staff as noted in this contract.

Contractor shall disclose via email to OSU's Associate Athletic Director-Facilities/Event Management, at a minimum of two (2) weeks prior to the event, the use of temporary staffing for meeting the required staffing levels at any time. All temporary staffing shall comply with training and certification requirements outlined in the Staff Training and Certifications section of this Contract.

## **F. EQUIPMENT**

### **a) Equipment**

Contractor shall equip all Key Personnel with uniforms, money control equipment, receipts, and change money.

OSU will furnish to Contractor, two way radios, 2 carts for supervisors, Barricades and signage. Contractor is responsible for setup of barricades and signage.

Additional equipment that must be available, if requested, includes traffic wands, reflective vests, metal detector wands, and rain protection.

Contractor Event Manager and a representative from the OSU Athletics Event Management office will stay in radio communication.

### **b) OSU Golf Carts**

Contractor may use OSU golf carts under the terms and conditions of "OSU SAF 211: Golf Cart/Utility Vehicle Policy". Golf cart drivers must complete and submit the OSU "Driver Authorization Form" available from the OSU University Motor Pool website. The OSU Driver Authorization Policy and Driver Authorization Form can be found at:<https://transportation.oregonstate.edu/motorpool/driver-qualifications/driver-authorization-form> The Driver Authorization form must be approved by OSU's Motor Pool prior to driving an OSU Golf Cart. The Contractor shall act in accordance with industry practices to safeguard and protect OSU property against abuse, damage, theft, loss, or any other such incidents. Contractor shall be responsible for damages to OSU property caused by Contractor. OSU property shall be used only for official university business while performing duties required pursuant to this Contract.

## **G. EFFICIENCY OF CONTRACTOR**

Contractor is expected to handle the staffing and issuing of equipment in an efficient manner. Since billing is based on an hourly rate, the following shall apply:

### **a) Staff Transportation Cost and Parking**

Any costs associated with transportation of non-local personnel to an event must be discussed with and approved in advance of the event by OSU if Contractor intends OSU to assist in payment of those costs. However, Contractor should not expect OSU to assist in payment of these costs unless last minute changes by OSU necessitate these costs. Contractor is expected to be able to recruit local staff or provide additional staff from other areas at their own expense to meet the required number of positions and staffing levels required for events. All parking requirements for staffing are the responsibility of Contractor or Contractor's employees. Four (4) complimentary parking passes in reasonably close proximity to Gill Coliseum will be provided to Contractor for management or use as they see fit. Any bus parking must be arranged in advance with OSU Athletic Department and may not be available on campus other than to load and unload staff.

### **b) Call in Times**

Call in times of personnel shall be as close to the beginning of the start of the actual performance of their job as possible. Check and return of equipment shall be done in an efficient manner as well. For Intercollegiate Athletic Football events, Contractor staff shall be able to be checked out and taken off the clock as quickly as possible following the start of the football game or applicable event only after first ensuring proper Revenue reconciliation. Inefficient methods of sign-in, duty assignment, and issuing of a uniform and equipment by the Contractor shall not create additional costs for OSU.

c) Preparation

For Intercollegiate Athletic Events, Contractor will be responsible for preparing check-in/sign-in sheets, assignments, location placement, Crew Supervisor's game day informational packet, event brief sheets, and any game-related material.

d) Check In and Report for Duty

OSU's Associate Athletic Director-Facilities/Event Management shall be provided a copy of all sign in sheets upon completion of each event.

## H. SERVICE LEVELS

a) Negotiation of Service Levels

Contractor shall perform the Services in accordance with the service levels to be negotiated in good faith by the parties as soon as reasonably practicable after the execution and delivery of this Contract by the parties. The parties will attach such service levels to this Contract as an Amendment to this Agreement.

b) Proactive Account Management

Contractor will proactively manage issues in a manner that results in all tasks required to be performed pursuant to this Contract being performed on time and without undue delay, interruption, or inconvenience to OSU.

c) Continuous Improvement

Contractor shall, on a continuous basis, (i) identify ways to improve Services and the Service Levels and (ii) identify and apply proven techniques and tools from other installations within its operations, or from other clients of Contractor, that would benefit OSU either operationally or financially. Contractor shall, from time to time, provide OSU with updates with respect to such applicable best practices, improvements, techniques and tools.

d) Periodic Performance Review

Contractor shall participate in a performance review at the end of each contract term, or at such other intervals requested by OSU to assess Contractor's overall performance under and compliance with this Contract, including its operational and financial performance and to discuss any suggestions for process or service improvements, or any updates to OSU's requirements. The review shall be performed to coincide with fiscal reporting cycles to the extent practicable. To the extent that either party identifies any issues, Contractor shall work in good faith to resolve such issues as soon as reasonably practicable and shall provide periodic updates to OSU from time to time regarding the progress of the resolution of such issues.

e) Transition Services

In connection with the termination or expiration of this Contract, during any transition of Services from Contractor to a third-party vendor selected by OSU, whether during the Term or thereafter (the "Termination Assistance Period"), Contractor at all times shall provide assistance and ongoing support for OSU to effectuate a smooth transition and to avoid undue delay, interruption, or inconvenience to OSU, Contractor shall provide all such Services in a professional manner with high quality, and shall continue to respond to questions from OSU on an "as needed" basis.

**I. 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.

**J. BUSINESS REVIEWS.**

Contractor will participate in Business Reviews as requested by OSU. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

**3. RATES AND PAYMENT:**

**A. RATES.**

In consideration of Contractor providing the Services under this Contract, OSU will pay to Contractor the hourly rates set forth in an attached Schedule A, which is attached hereto, and by this reference incorporated herein. The hourly rates due under this Contract shall be deducted from Revenue in accordance with Section 2. A. b) above. There will be no increase to the hourly rates, except as already provided in Schedule A, during the Contract Term or Renewals.

**B. EXPENSE REIMBURSEMENT.**

Except as expressly set forth in this Contract, all costs and expenses relating to the Services are included in the rates set forth in such Schedule A and will not be charged to or reimbursed by OSU.

**C. INVOICES AND PAYMENT TO CONTRACTOR.**

Following an event, Contractor will provide to OSU's Associate Athletic Director-Facilities/Event Management a spreadsheet, which may serve as an invoice, with the following information (all relevant amounts will be denominated in U.S. dollars):

- i) Number of staff hours worked.
- ii) Expenses.
- iii) Revenue brought in.
- iv) Sales Tax.

OSU may reasonably request to verify the amounts in the invoice, including, but not limited to, individual staff check-in/sign-in documents. Contractor will send invoices to OSU's Associate Athletic Director-Facilities/Event Management or designee via email.

OSU reserves the right to review and audit any invoice received from the Contractor and request contact information for all personnel listed as working at an event. Copies of all check-in/sign-in forms shall be provided to OSU's Associate Athletic Director-Facilities/Event Management or designee no later than the completion of an event.

OSU shall pay Contractor for services performed at the prices and rates specified in Schedule A, which is attached hereto, and by this reference incorporated herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment by OSU 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. In the unlikely event that Contractor's hourly rates, expenses and the Sales Tax exceeds the Revenue collected by Contractor, Contractor shall invoice

OSU for the deficit, which OSU shall pay in accordance with the terms of this paragraph.

**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. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy 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. THEFT INSURANCE**

Contractor shall obtain \$100,000 of insurance or endorsement covering employee theft or dishonesty.

**C. PROFESSIONAL LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.

**D. AUTOMOBILE LIABILITY INSURANCE.**

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

**E. 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.

**F. PRIMARY COVERAGE.**

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

**G. 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.

**H. 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.

**I. 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.

**J. 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 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: 127601815 Contract Administrator  
  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Telephone: (541) 737-4261  
Fax: (541) 737-2170  
E-mail: [pacs@oregonstate.edu](mailto:pacs@oregonstate.edu)

and: OSU Departmental Administrator  
Ryan Bucher  
Associate Athletic Director-Facilities/Event  
Management  
141 Gill Coliseum  
Corvallis, OR 97331  
Telephone: (541) 737-6077  
E-mail: [ryan.bucher@oregonstate.edu](mailto:ryan.bucher@oregonstate.edu)

CONTRACTOR Contract Administrator  
[Name] **TBD**  
[Title]  
[Address]  
[City, State, Zip]  
Telephone: [Phone Number]  
Fax: [Fax Number]  
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

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

J. RECYCLED PRODUCTS.

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

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices

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

L. FORCE MAJEURE.

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

M. (OPTIONAL CLAUSE: Include the following only if Contractor agrees in Exhibit B - Certifications, Section IV. Permissive Cooperative Procurements.) PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

N. 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.

O. 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.

P. 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.

Q. 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: \_\_\_\_\_

**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: \_\_\_\_\_

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**REFERENCE 3**

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

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**EXHIBIT D  
HOURLY RATE SHEET**

<b>TERM</b>	<b>District Manager</b>	<b>Event Manager</b>	<b>Crew Supervisor</b>	<b>Donor Parking Staff</b>	<b>Paid Parking Staff</b>
<b>August 1, 2022 – July 31, 2023</b>					
<b>August 1, 2023 – July 31, 2024</b>					
<b>August 1, 2024 – July 31, 2025</b>					
<b>August 1, 2025 – July 31, 2026</b>					
<b>August 1, 2026 – July 31, 2027</b>					
<b>August 1, 2027 – July 31, 2028</b>					
<b>August 1, 2028 – July 31, 2029</b>					

## EXHIBIT E

### OSU GOLF CART/UTILITY VEHICLE POLICY

#### 211: Golf Cart/Utility Vehicle Policy

Safety Policy & Procedure Manual  
Section 200: Workplace Safety  
Effective: 12/06/2005

#### Purpose

To establish standards for to the safe operation and use of Golf Cart/Utility Vehicles at Oregon State University.

#### Background Information

Departments at Oregon State University provide Golf Cart/Utility Vehicles to employees so they may fulfill their job related duties. Golf Cart/Utility Vehicles are used to transport equipment and people, patrol the campus grounds, and for campus maintenance activities. This policy establishes consistent standards regarding:

- Vehicle Operating Standards,
- Department & Driver Responsibilities,
- Operator Requirements & Standards
- Golf Cart/Utility Vehicle Condition and Standard Safety Features, and
- Accident Reporting Procedures.

Compliance with these standards will ensure the safe operation of these vehicles for the campus community; including Golf Cart/Utility Vehicle drivers, vehicle operators, cyclists, and pedestrians.

#### Policy

Golf Cart/Utility Vehicles owned by Departments at Oregon State University may only be used for official department/University business by university employees, student employees, and university approved volunteers who are associated with a university department. Golf Cart/Utility Vehicles may not be used for personal business such as unauthorized home-to-office travel, which will be considered vehicle misuse.

Knowledge of and compliance with applicable state laws, rules, regulations and policies are the responsibility of the driver and noncompliance may result in suspension of user privileges.

#### Procedures

##### Vehicle Operating Standards

- Golf Cart/Utility Vehicle operation is governed under Oregon Revised Statutes and operators are subject to the rules of the road, including stopping, turning and safe operation. Golf Cart/Utility Vehicle operators observed in violation of these rules can be cited by the police. Oregon State Police on campus are responsible for enforcing these statutes.
- Drivers must have a valid Oregon drivers' license with a satisfactory driving record, an updated drivers' authorization on file with the OSU Motor Pool and their administrative unit, and no major traffic offenses.
- Golf Cart/Utility Vehicles are to be operated at speeds no greater than 15 MPH or as safety concerns demand. Operators should always consider the terrain, weather conditions, and existing pedestrian and vehicular traffic, which may affect the ability to operate the Golf Cart/Utility Vehicle safely.



- Golf Cart/Utility Vehicle operators will stop at all “blind intersections” and then proceed with caution.
- Golf Cart/Utility Vehicles will be operated only within the confines of University property.
- Golf Cart/Utility Vehicles may only cross
  - 35th street at Jefferson and Campus Way (No Golf Cart/Utility Vehicle will be driven on 35th Street).
  - Western Blvd. at 26th Street. Golf Cart/Utility Vehicles may only travel on Western Blvd. between Reser Stadium and 17th Street.
- Golf Cart/Utility Vehicles are not to be driven on any landscaped area unless it is the only available way to gain access to the specific area where work is being performed. If the Golf Cart/Utility Vehicle must be on a landscaped area in order to allow a pedestrian(s) the proper right-of-way, it should be brought to a full stop, then immediately returned to the designated driving surface as soon as the area is clear.
- Golf Cart/Utility Vehicles will be operated in such a manner that they do not impede or interfere with normal pedestrian or vehicular traffic flow on sidewalks, ramps or roadways. In that respect, Golf Cart/Utility Vehicles will be operated on service drives and roadways whenever possible, rather than on sidewalks designed primarily for pedestrian use.
- Golf Cart/Utility Vehicles will be operated with the utmost courtesy, care, and consideration for the safety of pedestrians.
- Pedestrians will be given the right-of-way at all times.
- Golf Cart/Utility Vehicles will not be parked:
  - in Fire Lanes
  - in metered parking spaces
  - in DMV Disabled Parking
  - in Reserved Parking
  - within 20 feet of the main entrance/exit of any building in any manner that would impede the normal flow of pedestrian traffic

## University Department Administrative Responsibilities

### Supervisor Responsibilities

- Supervisors will assure that each employee in their department, who operates a Golf Cart/Utility Vehicle, is properly advised of this policy.
- Supervisors are responsible for obtaining a signed copy of the [Golf Cart/Utility Vehicle Safety Guidelines Acknowledgement form](#) from each employee in their department who operates a Golf Cart/Utility Vehicle, attesting to the employee’s knowledge and understanding of, and agreement to abide by, the Golf Cart/Utility Vehicle policy. This signed Acknowledgement must be completed and placed in the employees personnel file, prior to the employee driving a Golf Cart/Utility Vehicle.
- Drivers must have a valid Oregon drivers’ license with a satisfactory driving record, an updated drivers’ authorization on file with the OSU Motor Pool (and in the administrative unit), and no major traffic offenses.
- Departments should provide a minimal amount of hands on training prior to an employee driving a Golf Cart/Utility Vehicle.
- Departments will implement procedures for the control of Golf Cart/Utility Vehicles registered to them. Such procedures may include the use of a “sign-out log” for keys.

### Employee/Operator Requirements & Standards

- No one under the age of eighteen (18) will operate a Golf Cart/Utility Vehicle.
- Golf Cart/Utility Vehicle operators are responsible for the security of ignition keys during the time that a Golf Cart/Utility Vehicle is assigned to them. Any time a Golf Cart/Utility Vehicle is unattended, the ignition will be turned off, and the key will be removed from the ignition and kept in the possession of the authorized operator.
- Golf Cart/Utility Vehicle operators are not permitted to drive while wearing devices that impede hearing, e.g., stereo headsets, earplugs, etc.
- All passengers must be in seats designed for such use. No passengers are allowed to be transported in the truck beds or on the sides of Golf Cart/Utility Vehicles with the exception of the transport of an injured person secured on a backboard.
- Cell phone usage while driving a Golf Cart/Utility Vehicle is prohibited.
- Employees will not operate Golf Cart/Utility Vehicles registered to other departments unless the supervisor of the department to which the Golf Cart/Utility Vehicle is registered has granted prior approval.

## **Golf Cart/Utility Vehicle Condition and Standard Safety Features**

- Golf Cart/Utility Vehicles owned by OSU Departments will be equipped and maintained with working headlights, and taillights (two red lights, one each located on the opposite sides at the rear of the Golf Cart/Utility Vehicle that stay on during night operations).
- Golf Cart/Utility Vehicles' physical condition should appear to be new condition (no dents, dings, cracked fenders, etc.)
- Golf Cart/Utility Vehicles purchased prior to 8/1/2005 or Golf Cart/Utility Vehicles donated for events without headlights and/or taillights are to be used only during day time operations.
- Electric turn signals are required for night time operation; hand signals suffice for day time operation.
- Golf Cart/Utility Vehicles will be equipped with a working horn or bell and a "Slow Moving Vehicle" sign.
- Golf Cart/Utility Vehicles will not be modified in any manner that affects the recommended mode of operation, speed or safety of the Golf Cart/Utility Vehicle.

## **Golf Cart/Utility Vehicle Maintenance Responsibility**

- Each Golf Cart/Utility Vehicle operator is responsible for providing timely notification of safety and maintenance concerns to the supervisor of the department to which the Golf Cart/Utility Vehicle is registered.
- Supervisors will be responsible for seeing to the timely repair of such concerns and, if the Golf Cart/Utility Vehicle cannot be operated safely without said repairs taking place, the Golf Cart/Utility Vehicle will be taken "out of service" until the repairs are completed.
- The department of ownership is responsible for the cost of maintenance of the Golf Cart/Utility Vehicles.
- The department of ownership is responsible for the cost of repairing damage to the Golf Cart/Utility Vehicle caused by regular use or an unpreventable accident.
- The department of ownership is responsible for the cost of repairing damage to the Golf Cart/Utility Vehicle caused by misuse, abuse or a preventable accident.
- The department of ownership is responsible for maintaining the Golf Cart/Utility Vehicles' condition so that the cart/vehicle's appearance looks to be in new condition (no dents, dings, cracked fenders, etc.)

## **Accident Reporting Process**

- All accidents involving a Golf Cart/Utility Vehicle will be reported immediately to the supervisor of the department to which the Golf Cart/Utility Vehicle is registered and to the Department of Public Safety/Oregon State Police, regardless of whether property damage or personal injury occurred.

## **Policy Variance Procedure**

- If a department administrator believes that a variant of a portion of the Golf Cart/Utility Vehicle is warranted, she or he should submit their request for a variance to the Director of Public Safety. If the Director of Public Safety determines that the requested variance is in line with the spirit of this policy, a variance may be granted. If such a variance is granted, the Director of Public Safety will inform the Safety Committee that such a variance has been granted and provide the Committee with the rationale for the variance. The Safety Committee shall take into consideration the Director of Public Safety's comments as to whether future similar variances are appropriate as an impetus to revise the Golf Cart/Utility Vehicle Policy.

**EXHIBIT F  
SAMPLE  
OSU GOLF CART/UTILITY VEHICLE SAFETY GUIDELINES  
ACKNOWLEDGEMENT FORM**

**OSU Golf Cart/Utility Vehicle Safety Guidelines Acknowledgement Form**

Employee Name (print): \_\_\_\_\_

ID Number: \_\_\_\_\_

Department: \_\_\_\_\_ Phone: \_\_\_\_\_

DL#: \_\_\_\_\_ State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

By signing below I acknowledge that: (please check all that apply)

\_\_\_\_\_ I have read and understand the [Golf Cart/Utility Vehicle Safety Guidelines](#)

\_\_\_\_\_ I understand the hazards associated with driving a Golf Cart/Utility Vehicle and agree to abide by the safety guidelines.

\_\_\_\_\_ I have been provided with the opportunity to ask questions related to these guidelines.

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Supervisor Signature Date

**The completed form is to be kept on file in the Office of Environmental Health & Safety.**

Environmental Health & Safety  
130 Oak Creek Building  
Corvallis, Oregon 97331-7405  
(541) 737-2273

## EXHIBIT G CLEAR BAG POLICY

### **Why is this policy being adopted by Oregon State Athletics?**

As an additional security measure and to provide our fans a more consistent and efficient entry process, Oregon State Athletics is implementing a bag policy for all ticketed athletic events beginning with baseball games in Spring 2018. This policy limits the size and types of bags that are permitted inside the stadium, but is not a restriction on many of the items that fans have brought into the stadium in the past.

### **What types of bags are permitted at ticketed events?**

Approved bags include clear plastic, vinyl, or PVC bags that do not exceed 12"x 6"x 12"; one gallon clear, re-sealable plastic storage bags; and small clutch bags no larger than 4.5" x 8.5" (approximately the size of a hand) with or without a handle or strap.

### **Are purses or handbags permitted at ticketed events?**

Only purses or handbags that meet the size and type requirements above.

### **How many bags can each person bring into the venue?**

Each person is permitted one (1) clear plastic bag and one (1) small clutch per the size restrictions outlined above. The small clutch allows privacy for small personal items but is subject to search.

### **Can I carry cameras, binoculars, phones, or tablets separately from what I put in a clear bag?**

Yes. We are limiting only the type of bags carried into athletic facilities, not necessary items that you normally bring to a game. Fans can continue to carry approved items such as keys, phones, wallets, makeup, blankets, etc., even if you choose not to put them in a clear bag or clutch. In addition, you can carry a blanket over your arms, and binoculars and/or camera around your neck or in your hands without the case. You can use the clear bag and clutch to carry other items. You will continue to have the flexibility to bring a wide variety of approved items into the stadium.

### **Has the Prohibited Items List changed as well with this new bag policy?**

Yes. In an effort to better communicate and enforce approved and prohibited items, Oregon State has elected to provide fans with an approved items list. Items not included on this list are prohibited within the facility. Fans are encouraged to bring only necessary items to games. All guests and items are subject to search.

The purpose of restricting items to those listed below is to ensure safety and the lack of significant disruption, as well as to create a welcoming environment for fans of all ages and a supportive environment for all student-athletes.

### **Oregon State Athletics Approved Items List:**

- Baby bottles
- Banners, signs and flags
  - *Banners, signs and/or flags must be handheld, cannot obstruct the views of others, and cannot hang from stadium facades or be attached to a pole.*
  - *Banners, signs and/or flags are prohibited if they contain any content that:*
    - *violates OSU's non-discrimination policy by targeting particular groups of individuals based on race/ethnicity, national origin, religion, gender identity/expression, sexual orientation, age or disability;*
    - *includes swear words;*
    - *includes obscene images;*
    - *is directed negatively towards individuals or teams on-site.*
- Binoculars
- Blankets
- Cameras for still photography

- Clear bags no larger than 12"x6"x12" or a one gallon clear plastic storage bag
- **Empty** water bottles(*non-metal and non-glass*)
  - Please note that non-factory sealed water bottles and/or thermoses containing liquid will not be allowed into any OSU facility.
- Factory sealed plastic water bottles (1.0 liter or smaller)
- Medically required liquids
- Necessary personal effects such as keys, wallets, make-up, scorecards, etc.
- Outside food for dietary/medical needs and for children who do not require a ticket (2 and under)
- Plastic or cardboard toy chainsaws (*after proper inspection*)
- Seat cushions
- Service animals
- Small clutch bags that do not exceed 4.5" x 8.5" (approx. the size of a hand), with or without a handle or strap
- Umbrellas that fit within a clear bag (*note that umbrellas may not be opened within any facility and are subject to confiscation if opened*).

Any item not on the approved items list will not be allowed into any OSU facility.

*Oregon State University is a Smoke Free University. In accordance, smoking, including electronic and vapor products, is prohibited in or around OSU Athletics venues.*

#### **Are diaper bags allowed into Oregon State Athletic Facilities?**

Diaper bags that are clear and adhere to the clear bag policy requirements are permitted. All other type of diaper bags will not be allowed inside the stadium.

#### **Are seat cushions allowed to be carried into Oregon State Athletic Facilities?**

Yes. This includes seat cushions with pockets and/or zippers, which will be subject to search on entry.

**What happens if I show up at the entrance with a bag that is not permitted?** Fans with a prohibited bag will not be permitted inside the stadium. Fans with prohibited bags will need to return their bags to their vehicle, and transfer their belongings to an approved clear plastic bag before entering the athletic venue. In the early stages of the implementation process, athletics will provide bag check stations at each venue to check any prohibited bag and contents. Please note Oregon State Athletics will check all bags upon check-in and any non-approved items will not be accepted.

#### **If I have certain medical items/equipment that I need to bring into the venue what do I do?**

Fans with medically necessary items may enter at any gate but will be subject to additional screening. Supervisors at each entrance will assist.

#### **Are other schools/teams adopting a Clear Bag Policy?**

The majority of PAC-12 schools and a number of other college facilities have adopted a clear bag policy for a majority of their events. Clear bags are an additional security measure that the Oregon State Athletic Department is implementing to improve fan safety and provide our fans a more consistent and efficient entry process.

#### **Will this policy affect any tailgating items?**

No. Tailgating at Oregon State University will not be affected by the new clear bag policy.

#### **What if I shop at the OSU Beaver Store on game day?**

The OSU Beaver Store has two clear bag options that are acceptable at OSU Athletic venues. You'll either receive a clear shopping bag with your purchase (must be inspected at Gate A of Reser Stadium) **OR** you may purchase a 12" x 12" x 6" clear tote (acceptable at any OSU Athletic venue entrance). Here is more information on the Beaver Store's [clear bag options](#).