



# Oregon State University

## REQUEST FOR PROPOSAL

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RFP Number: **P2026-021027LS**  
RFP Title: **Shared Micromobility Program**  
Submittal Email: [bids@oregonstate.edu](mailto:bids@oregonstate.edu)

## INTRODUCTION

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The Office of Procurement, Payment and Travel is seeking responsive and responsible proposers to submit proposals for a shared micromobility operator for the OSU Corvallis campus.

The selected proposer will be responsible for implementing and managing a shared micromobility program that supports campus mobility, sustainability, and accessibility goals.

## SCHEDULE OF EVENTS

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**Issue Date:** April 13, 2026 (3:00 pm, PT)  
**Question Deadline:** April 27, 2026 (3:00 pm, PT)  
**Closing:** May 11, 2026 (3:00 pm, PT)

## OSU ADMINISTRATIVE CONTACT

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**Name:** Loni Spear  
**Title:** Procurement Contracts Officer  
**E-Mail:** [Loni.Spear@oregonstate.edu](mailto:Loni.Spear@oregonstate.edu)

The Office of Procurement, Payment and Travel (OPPT) at Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal (RFP). Address all concerns or questions regarding this RFP to the OSU Administrative Contact identified above.

## I. GENERAL

### 1. BACKGROUND:

The OSU Corvallis campus is ranked as a Gold Level Bicycle Friendly University by the League of American Bicyclists and is a Land Grant university, home to 28,000 students and 6,000 employees. The campus is located a half mile from downtown Corvallis and is surrounded by residential neighborhoods and agricultural research lands. The campus includes residence halls, academic buildings, and athletic facilities. Campus roadways generally include bike lanes or sharrows.

The university has played a role in facilitating the implementation of shared micromobility in the community for a decade. From 2016 through 2020, OSU partnered with the Oregon Cascades West Council of Governments on a bikeshare project called Pedal Corvallis, operated by Zagster. The system included 50 pedal-powered bicycles docked at ten dedicated stations, including four on the OSU campus. At its peak, the system averaged 400 trips per month. In 2020, at the onset of the COVID-19 pandemic, Zagster filed for bankruptcy and Pedal Corvallis ended.

OSU's current shared micromobility program is a result of student leadership backed by institutional goals. In 2023, student leaders from the Associated Students of Oregon State University (ASOSU) approached OSU's Transportation Services department to propose bringing a micromobility vendor to OSU. ASOSU's proposal aligned with the university's 2030 Sustainable Transportation Strategy (STS), which identified shared micromobility as one of 15 key actions to reduce drive-alone trips to campus.

That partnership led to OSU's Shared Micromobility Pilot Program, which launched in August of 2024. The pilot allowed the OSU community to experience a modern shared micromobility program on a trial basis, with opportunities for input, evaluation, and adjustment. During the first year of the program, over 12,000 individuals took over 180,000 rides. Based on typical campus travel patterns, OSU estimates that the average shared micromobility trip on campus is approximately five (5) minutes. The Program has proven to be a successful and unique student-university partnership providing a flexible and convenient transportation option.

Building on insights gained from the pilot program, OSU is seeking to establish a long-term shared micromobility program that supports campus mobility, sustainability, and accessibility goals. The program will operate within a structured, geofenced framework aligned with applicable local regulations. It is expected to primarily serve the OSU Corvallis campus, with the potential to support adjacent neighborhoods and surrounding community areas, as appropriate and in alignment with applicable requirements and approvals.

## **2. OREGON STATE UNIVERSITY:**

Founded in 1868 as Oregon's land grant institution, OSU serves the state, the nation, and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation, and engagement – and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant, and affordable education for the people of Oregon and beyond. OSU is one of only three land, sea, space, and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

Through its centers, institutes, Extension offices and Experiment Stations, OSU 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. OSU offers undergraduate, master's and doctoral degrees through 11 academic colleges enrolling more than 35,000 students from every county in Oregon, every state in the country and more than 105 nations.

OSU's 570-acre main campus is in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon's Willamette Valley. The campus is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon and the Confederated Tribes of the Siletz Indians.

## **3. APPLICABLE REGULATIONS / JURISDICTION AND VENUE:**

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures. OSU Standards 03-010 and 03-015 govern OSU's procurement activities. In case of confusion or dispute of a word or term used in this RFP, the definitions included in OSU Standards 03-010 and 03-015 control.

This RFP, and any dispute arising out of this RFP, shall be construed in accordance with, and governed by, the laws of the State of Oregon. Any other action to enforce any provision of this RFP or to obtain any relief from or remedy in connection with this RFP may be brought only in the Circuit Court of Oregon for Benton County.

## II. INSTRUCTIONS TO PROPOSERS

### 1. COMMUNICATIONS DURING RFP PROCESS:

Proposers are prohibited from communicating about this RFP or award of a new contract with OSU employees, other than the OSU Administrative Contact, or any party in a position to create an advantage for the proposer or disadvantage for other proposers. This restricted period of communication begins on the date the RFP is issued and ends with the conclusion of the appeal period following notice of intent to award. This restriction does not apply to communications during a pre-proposal conference or other situations where the OSU Administrative Contact is present. A proposer who intentionally violates this requirement or otherwise benefits from such a violation by another party may have its proposal rejected due to failing to comply with all prescribed solicitation procedures.

### 2. QUESTIONS:

Questions about this RFP must be sent via email and received by the OSU Administrative Contact no later than the question deadline indicated in the Schedule of Events on the first page of this RFP. OSU will consider all timely submitted questions and if appropriate, either amend the RFP or answer questions through an addendum. Questions should be clearly marked with the RFP Number and Title.

### 3. ADDENDA:

Only documents issued as written addenda by PCMM serve to change the RFP in any way. No other direction, written or verbal, serves to change the RFP. Addenda will be publicized on the OSU bid opportunities website. Proposers are advised to consult the OSU bid opportunities website prior to submitting a proposal to ensure that all relevant addenda have been incorporated into their 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.

### 4. SIGNATURE:

Any submittals that require signature must be signed, in ink or electronically, by an authorized representative with authority to bind the proposer. Proposer's signature certifies that the proposer has read, fully understands, and agrees to be bound by the RFP and all exhibits and addenda to the RFP.

### 5. PUBLIC RECORD:

Upon completion of the RFP process, information in all proposals will become subject records that can be disclosed under Oregon Public Records Law. Oregon Revised Statute 192.345 contains exemptions from disclosure including "trade secrets", which may include, but are not limited to: any formula, plan, pattern, process, tool,

mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. NOTE: Price is not considered a trade secret.

If a proposal contains "trade secrets" the proposer must only mark those sections of the proposal with the words "TRADE SECRET" prior to, and at the end of, the trade secret information; *provided*, that such mark shall not be sufficient to make any information a "trade secret." Only bona fide "trade secrets" may be exempt and only if public interest does not require disclosure. Marks or claims that the entirety of a proposal is "trade secret" or "confidential" WILL RESULT IN NONE OF THE PROPOSAL BEING TREATED AS SUCH.

#### **6. SUBMISSION:**

Proposers must submit their proposal as attachment(s) in an email to the [bids@oregonstate.edu](mailto:bids@oregonstate.edu) email address. Electronic versions must be sized appropriately for transfer (under 150 mb per email). Multiple emails may be sent to submit proposal attachments as necessary.

Proposals must be received, in their entirety, by PCMM no later than the closing date and time indicated in the Schedule of Events on the first page of this RFP. The email subject line must contain the RFP number and RFP title. It is the proposer's responsibility to ensure that the proposal is received prior to the closing date and time. Only those proposals received at the [bids@oregonstate.edu](mailto:bids@oregonstate.edu) email address by the closing date and time will be considered responsive. Do not email a copy of the proposal to any other OSU email addresses.

It is highly recommended that the proposer confirms receipt of the email with the OSU Administrative Contact noted in this RFP. The OSU Administrative Contact may verify 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.

#### **7. MODIFICATION:**

Modification of a proposal after submittal but prior to closing may be completed by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior proposal. After closing, proposers may not modify their proposal.

#### **8. WITHDRAWALS:**

A proposer may withdraw their proposal by submitting a written notice to the OSU Administrative Contact prior to the closing date and time. The written notice must be on the proposer's letterhead and signed by an authorized representative of the proposer.

**9. LATE SUBMITTALS:**

Proposals and written notices of modification or withdrawal must be received no later than the closing date and time. For purposes of this RFP, the official date and time is the date and time that the email is received at the [bids@oregonstate.edu](mailto:bids@oregonstate.edu) email address. 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 closing. OSU shall not be responsible for any delays or misdeliveries caused by transmission errors, malfunctions, or electronic delays including those within OSU's network. IT IS THE PROPOSER'S RESPONSIBILITY TO ENSURE OSU HAS RECEIVED THE PROPOSAL BY CLOSING DAY AND TIME. Any risks associated with electronic transmission of the proposal are borne by the proposer.

**10. PROPOSAL OPENING:**

Proposals will be opened immediately following the closing. Proposers may request to attend a virtual proposal opening which may be conducted via Zoom or other electronic meeting platform. Please inform the OSU Administrative Contact in advance if you would like to 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.

**11. PROPOSALS ARE OFFERS:**

The proposal is the proposer's offer to enter a contract pursuant to the terms and conditions specified in the RFP, its exhibits, and addenda. The offer is binding on the proposer for one hundred twenty (120) days. OSU's award of a contract constitutes acceptance of the offer and binds the proposer.

**12. RIGHT TO REJECT:**

OSU may reject, in whole or in part, any proposal not in compliance with the RFP, exhibits, or addenda. OSU may reject all proposals for good cause, if OSU finds that it is in the public interest to do so. Notification of rejection along with appeal rights will be sent to proposers whose proposal is rejected.

**13. PROPOSAL CANCELLATION:**

If an RFP is cancelled prior to closing, notification of cancellation will be sent, and all proposals already received will be deleted. If an RFP is cancelled after closing, or all proposals are rejected, the proposals received will be retained and become part of OSU's proposal file.

**14. PROPOSAL PREPARATION COST:**

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

**15. AWARD:**

Unless otherwise specified in the RFP, single or multiple contracts may be awarded as a result of this RFP. Award will be made to the highest ranked proposer(s) who, in OSU's opinion, best meets the requirements and qualifications of the RFP. If issuing a single contract from this RFP to the highest ranked proposer, and contract negotiations are unsuccessful after award, OSU may conclude those contract negotiations, rescind its award to that proposer, and may award and begin negotiations with the next highest ranked proposer.

**16. APPROVALS:**

Contract award is subject to all required OSU approvals. OSU will have no obligation or liability whatsoever to the proposer selected as result of this RFP unless and until a contract satisfactory to OSU is approved and executed by both parties.

**17. PROPOSAL RESULTS:**

A written notice of intent to award will be issued to all responsive proposers along with appeal rights for aggrieved proposers. The proposal file will be available for responsive proposer's review during the appeal period. Proposers must make an appointment with the OSU Administrative Contact to view the proposal file electronically. After the contract is executed or RFP canceled, the file will be available by making a Public Records Request through OSU's Public Records Request process.

**18. CONTRACT REVIEW AND NEGOTIATION:**

Prior to execution of a contract, the contract may be reviewed and negotiated. This review may result in modifications of the applicable terms and conditions specified on OSU's website, in the RFP, exhibits, addenda, or those proposed by the proposer. OSU's negotiation of, or acceptance of alternate terms and conditions, is at OSU's discretion as may be in the best interest of OSU.

**19. INVESTIGATION OF REFERENCES:**

OSU reserves the right to investigate and to consider the references and the past performance of any proposer with respect to evaluation and determining proposer's responsibility. OSU may consider such things as proposer's past performance, provision of similar goods or services, compliance with specifications, contractual obligations, and its lawful payment of suppliers, subcontractors, and workers.

### III. SCOPE OF WORK AND QUALIFICATIONS

#### 1. SCOPE OF WORK:

##### **Requested Services and Contract Duration**

OSU seeks to establish a contract with a qualified proposer to provide shared micromobility services in Corvallis through an initial three (3) year term, with the option to renew for up to seven (7) additional one (1) year terms upon mutual agreement of both parties.

The Proposer will be responsible for the provision, maintenance, and daily redistribution of shared micromobility vehicles on the OSU Corvallis campus, as well as the provision of a facility for vehicle maintenance and storage, a customer-facing platform for vehicle rentals, and customer service support.

Shared micromobility vehicles may include non-motorized and low-speed electric vehicles (e.g., e-scooters and e-bikes) as defined under Oregon law. Pedal bicycles are not required but may be proposed. All vehicles must be limited to a maximum speed of 15 mph.

#### **A. Service Model Requirements**

The Proposer shall provide a fully managed shared micromobility program, including all labor, equipment, software, operations, maintenance, compliance, and customer support necessary to operate the system in accordance with this RFP, applicable laws, and OSU requirements. Proposers must describe their proposed fleet size, initial deployment strategy, and approach to adjusting fleet size based on demand and operational performance.

##### 1. Fleet Size and Removal Authority

The number of vehicles deployed on campus shall be subject to approval by OSU. The successful proposer must receive written approval from OSU prior to increasing the number of deployed vehicles beyond the initially approved fleet size. OSU reserves the right to require the proposer to reduce or remove vehicles from service areas if operational conditions, safety concerns, or campus impacts warrant such action.

#### **B. Hardware and Software**

OSU requests a shared micromobility system that includes the following features:

- A fleet of electric bicycles and scooters available to the OSU community and members of the public. Proposers should describe any alternate or accessible vehicle offerings and how those options will be delivered to users.
- A mobile application that enables users to locate, unlock, and lock vehicles, make payments, and access customer support.
- An alternative method to unlock vehicles (e.g., text or phone call) for users

without smartphones.

- GPS real-time location tracking integrated into all vehicles.
- Control of bicycle and scooter parking using geofencing and onboard GPS to ensure vehicles may only be parked in designated locations in accordance with [OSU Standard07-025 Vehicle Use and Parking on University Property](#), Section 5.5.10, Non-Motorized Vehicles, including bicycle racks, signed storage areas, bicycle lockers, or other designated facilities approved by OSU.
- Control of shared electric vehicle service areas and speeds.
- Capability to verify rider age during account registration to ensure users meet all applicable legal minimum age requirements prior to activating an account. Proposers should describe the method used to verify age (e.g., ID verification, payment verification, or equivalent process).

All equipment deployed, installed, or operated under any resulting agreement must be UL certified (or certified by an equivalent nationally recognized testing laboratory), as applicable, and must remain so certified for the duration of the contract term. Such equipment must at all times comply with all applicable federal, state, and local laws and regulations, including those relating to health, life safety, environmental health and safety (EHS), and fire and building codes, as well as the University's then-current safety, EHS, and operational policies and standards.

### **C. Operations and Maintenance**

The Proposer shall be responsible for the day-to-day operations and maintenance of the shared micromobility program on the OSU campus and any approved surrounding service areas. Proposers should describe how they will provide the following:

#### **1. Facilities:**

The Proposer shall be responsible for securing, leasing, and maintaining a local facility for battery charging, vehicle maintenance, and administrative functions. OSU will not provide space for these purposes.

The facility must be located within a 10-mile radius of the OSU Corvallis campus, to support timely operations, including rebalancing and response to service requests.

#### **2. Routine Vehicle Maintenance:**

The Proposer shall be responsible for performing routine maintenance and safety inspections to ensure safe and reliable operation of all vehicles.

Proposers should describe their proposed maintenance program, including:

- The schedule for routine maintenance and safety checksThe expected useful life of the fleet
- An estimated replacement timeline for vehicles
- Approach to recycling and disposal of retired vehicles and batteries
- Safety protocols related to battery handling, charging, storage, and maintenance

### 3. Routine rebalancing:

The Proposer shall be responsible for rebalancing vehicles to maintain appropriate distribution across service areas and designated parking locations.

Proposers should describe their strategy for rebalancing vehicles in a manner that prevents overcrowding at designated bike racks while meeting demand across campus and approved service areas.

### 4. Geofence-Controlled Parking and Service Areas

The Proposer shall be responsible for implementing and managing geofenced service areas, parking controls, and operational zones in accordance with OSU requirements and applicable regulations.

Proposers should provide a plan describing how service areas and designated parking locations will be established, mapped, and adjusted. The plan should outline the Proposer's capabilities and recommended processes for implementing and managing the following program elements:

- Geofenced service area outside of which shared electric vehicle motor-assisted capabilities will not function.
- Geofenced dismount zones and reduced speed zones on campus and in the surrounding community.
- Designated parking areas on the OSU campus limited to existing bike racks or other signed areas that preserve pedestrian access, ADA-required clearances, public safety, and the maintenance and operation of OSU facilities, as approved at the sole discretion of OSU. Proposers may recommend additional on-campus parking locations for OSU review and approval.
- Off-campus service areas and parking, including a process for proposing and obtaining OSU approval for service area changes outside the campus boundary.
- Temporary modifications to service area, speed limits, and parking for special events or construction.
- Processes to collaboratively review and address operational needs, including vendor-initiated recommendations and OSU-directed adjustments.

Vendor's operations should not adversely affect right-of-way, pedestrian movement, public safety, or access to facilities in compliance with the Americans with Disabilities Act.

#### **D. Engagement with Third Party Private Property Owners**

Shared micromobility parking in Corvallis is currently only permitted at designated locations on private property. The successful proposer shall be responsible for outreach and communications with any private property partners external to OSU.

The Proposer shall establish and manage designated parking areas at participating private properties outside of the OSU campus. The Proposer shall obtain a written agreement with each participating property owner prior to the establishment of any new parking areas or propose an alternative approach for securing authorization for use of private property, subject to OSU review and approval.

Proposers should describe their approach to securing designated parking locations on private property, including how written agreements or alternative authorization methods will be obtained, and maintaining effective working relationships with participating property owners, including how those locations will be established and managed at participating off-campus locations.

#### **E. Customer Service and Incident Response**

Proposers should describe their approach and plan for engaging and providing support for customers, including but not limited to the following elements:

##### **1. Rider Education**

- Education and information online and in the application for new and potential customers regarding how to utilize the system.
- Initial and periodic information provided to riders regarding safety, legal responsibilities such as minimum age and helmet use, and required parking behavior. Include description of any proposed plans to provision or distribute helmets to the OSU community.
- A copy of the proposed end user terms and conditions to access the program.
- Proposed service hours for customer service support for user questions regarding system use, payment, malfunctioning equipment, etc.
- Proactive engagement with riders who misuse or mispark shared vehicles.
- Participation in on-campus outreach.

## 2. Incident Response

- Convenient and accessible methods for the public to report misparked vehicles or other issues.
- Estimated response times to reports of misparked vehicles.
- Response times for vehicles parked in violation of the ADA or otherwise obstructing walkways, in accordance with required response protocols.
- Coordination with OSU Public Safety and law enforcement, including cooperation in response to emergencies, safety, crime, vandalism, or trespass-related incidents involving vendor vehicles. The Proposer must, to the extent permitted by law, provide timely access to relevant data, records, and system information to support investigation.
- The Proposer must be capable of responding to reported improperly parked vehicles within the following timeframes:
  - ADA violations or obstruction of accessible paths: within 1 hour of notification
  - Other improperly parked vehicles: within 2 hours between 8:00 AM – 8:00 PM and within 6 hours overnight.

### **F. Staffing and Contacts:**

The Proposer shall provide a staffing plan describing the expected staffing levels and key roles and responsibilities for personnel assigned to operate the shared micromobility system at OSU.

All operational staff assigned to the OSU program must be W-2 employees. This is a minimum requirement of this solicitation.

### **G. Sustainability and Equity**

OSU seeks to provide a universal shared micromobility service that is accessible to everyone, while also operating with sound environmental principles.

Proposer should demonstrate how their proposed model of operations for Oregon State University will achieve the following goals:

- Reduce drive-alone trips.
- Serve low-income users.
- Mitigate waste streams from retired vehicles and batteries.
- Maintain or expand access to personal bike parking and on-street bicycle facilities.
- Serve users without smartphones.
- Serve users with disabilities including offering digitally accessible web and app functions.

- Meet or exceed compliance with applicable accessibility requirements including but not limited to the Americans with Disabilities Act.

Proposals may include examples of metrics or practices from other similar markets that are also being proposed for the OSU program.

## **H. Data Management, Privacy, and Security**

Proposers are encouraged to include the following information regarding what types of data will be made available to the university or the public, and how that information will be shared:

### 1. Data Sharing and Reporting

- Describe what ridership data will be made available, what method will be used to share data with OSU, and with what frequency the data will be available.
- Describe a proposed mechanism for tracking and reporting incidents of misparking and other known user violations, including the location of incidents, the number of incidents, and the number of implicated users involved. Include any methods to be employed to correct patterns of misbehavior at particular locations or by individuals.
- Describe approach to tracking safety incidents such as collisions. Include types of information collected and how such data will be made available to OSU.

### 2. Data Privacy and Security

The Proposer shall ensure that all data collection, use, storage, and reporting:

- Comply with applicable federal and state data privacy laws, including FERPA, as applicable.
- Do not involve the sale, sharing, or monetization of customer data.
- Follow industry best practices for protecting personal and financial data.
- Include encryption of data in transit and at rest.
- Provide documentation upon request.

### 3. Purchasing Card Industry Compliance

The Proposer must maintain compliance with the Payment Card Industry Data Security Standards (PCI-DSS) for all payment processing activities associated with the shared micromobility program.

## **I. Local Standards and Regulations**

The Proposer shall comply with all applicable university, federal, state, and local laws, including but not limited to:

- [University Standard 07-025 – Vehicle Use and Parking on University Property](#)
- Corvallis Municipal Code 5.03.100.040.02: Selling on public ways prohibited.
- Corvallis Municipal Code Section 8.17.030: Prohibition on Operating a Motor Assisted Vehicle Rental Business.
- Oregon micromobility, moped and mini motorcycle requirements include helmet requirements for motor-assisted scooters. More information is available through the Oregon Department of Transportation Americans with Disabilities Act (ADA)

Notably, city code dictates the service areas where shared motor assisted vehicles (as defined under Corvallis Municipal Code 8.17.010 e.g., shared e-bikes and e-scooters) may travel and park. Shared motor assisted vehicles are required under Corvallis Municipal Code Section 8.17.030 to start and end their trips at designated racks, or other designated parking areas. Corvallis Municipal Code 5.03.100.040.02, which prohibits vending in the Right-of-Way, limits these designated parking locations to private property, such as the OSU campus or other participating private properties. Proposer must be able to operate in compliance with these regulations.

## **2. SAMPLE CONTRACT:**

A sample contract containing contractual terms and conditions OSU must adhere to is included at Exhibit A.

## **3. MINIMUM QUALIFICATIONS:**

To qualify as a responsive proposer, the proposer needs to meet the minimum qualifications below.

- Proposer has at least three (3) years of experience operating a shared micromobility system on comparable university campuses.
- Proposer has demonstrated success operating a shared micromobility system using exclusively forced parking areas.

## IV. SUBMITTALS AND EVALUATION

### 1. REQUIRED SUBMITTALS:

It is the proposer’s sole responsibility to submit information in fulfillment of the requirements of this RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it may cause the proposal to be deemed non-responsive.

Proposers must submit the following information:

Submittal Document	Check-off
<p>Description of how the goods or services offered specifically satisfy the Scope of Work described in section III. Supporting documentation requested below should be included within or appended to that response.</p> <ul style="list-style-type: none"> <li>• CVs or resumes of personnel assigned to the proposed project team. All operational staff assigned to the OSU program must be W-2 employees.</li> <li>• Sample dashboards or screenshots showing how geofencing is managed and monitored.</li> <li>• A copy of the proposer’s end-user terms and conditions governing rider participation in the shared micromobility program.</li> <li>• UL Compliance Documentation showing that all vehicles and batteries meet applicable UL safety standards (e.g., UL 2849 for e-bike systems, UL 2271 for battery packs).</li> </ul>	<input type="checkbox"/>
<p>Detailed information about how the Proposer meets the Minimum Qualifications described in section III. Including:</p> <ul style="list-style-type: none"> <li>• Description of at least three (3) shared micromobility programs operated on a comparable university campus, including:               <ul style="list-style-type: none"> <li>○ Name of institution</li> <li>○ Duration of service (must demonstrate at least three (3) years of experience)</li> <li>○ Description of services provided.</li> <li>○ Approximate fleet size and/or usage metric</li> </ul> </li> <li>• Provide a description of the Proposer’s experience operating a shared micromobility system using exclusively designated parking areas or equivalent parking control mechanisms. The response should describe how parking compliance is enforced, the technology used to support parking controls (such as geofencing, lock-to technology, or photo validation), and examples from comparable deployments demonstrating the effectiveness of these controls.</li> </ul>	<input type="checkbox"/>

<ul style="list-style-type: none"> <li>Proposers must describe their business model and financial sustainability for operating shared micromobility programs. Include examples of comparable programs that have operated successfully over multiple years and describe how the proposer ensures long-term operational continuity.</li> </ul>	
Exhibit B, Certifications	<input type="checkbox"/>
Exhibit C, References	<input type="checkbox"/>
Exhibit D, Pricing – including completion of Exhibit D and a brief description of the proposer’s pricing structure and any assumptions or conditions associated with the proposed rates.	<input type="checkbox"/>
Exhibit E, PCI Compliance. Proposers must submit a copy of their most recent PCI SSC Self-Assessment Questionnaire, preferably signed by a Qualified Security Assessor.	<input type="checkbox"/>

**2. EVALUATION STAGES:**

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 do 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 03-010, Sec. 5.17.

b. First Stage Evaluation:

Those proposals determined to be responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine proposers within a competitive range. The competitive range will be made of proposers whose individual scores, when viewed together, form a group of the highest ranked proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the contract to the highest ranked proposer will be provided to all responsive proposers, or an award may be made directly

without notice of intent in those instances of a single responsive proposer.

c. **Second Stage Evaluation:**

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue an 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 RFP. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in 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 RFP.

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 RFP. Best and final proposals will be rescored 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.

### **3. 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 Scope of Work	50
Proposer Experience and Qualifications	20
<u>Price of the goods or services</u>	<u>30</u>
<b>Total</b>	<b>100</b>

a. Pricing Calculation:

Pricing will be evaluated based on the Typical Ride Cost calculated from pricing provided in Exhibit D – Pricing, with the lowest Typical Ride Cost receiving the maximum price points and all others scored proportionally using the formula in Exhibit D

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

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

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number P2026-021027LS entitled Shared Micromobility Program 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 on the date of last signature and expires on 6/30/2029. OSU has the option to extend the term of this Contract for three (3) additional one (1) year terms with option for seven (7) additional one-year renewals 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.

**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.

**B. 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: Shared Micromobility Program.

**B. ACCEPTANCE OF SERVICES.**

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

**C. BUSINESS REVIEWS.**

Contractor will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. 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. COMPENSATION:**

Contractor will collect user fees directly from riders for use of shared micromobility devices in accordance with the pricing structure proposed in Contractor's Proposal and accepted by OSU. No payments will be made by OSU to Contractor under this Contract.

**A. BASIS OF PAYMENT FOR SERVICES.**

Users shall pay Contractor for Services under this Agreement. OSU will not process or issue payments to Contractor under this Contract.

**B. EXPENSE REIMBURSEMENT.**

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

**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. 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.

**C. PRIMARY COVERAGE.**

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

**D. 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.

**E. 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.

**F. 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.

**G. 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. **COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.** Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>
- f. **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.
- g. **DOMESTIC PREFERENCE.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.
- h. **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).

- i. 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."
  - j. 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 to 192.478).
- 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. 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.
- I. 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.
- J. DIGITAL ACCESSIBILITY.  
If Contractor provides any technology, equipment or interconnected system or subsystem used in the automatic acquisition, creation, storage, conversion, duplication, manipulation, management, movement, control, display, switching, interchange, distribution, transmission, or reception of data or information including but not limited to: computers and ancillary equipment, firmware, and similar products; desktop, mobile, and cloud-based software applications; internet and intranet websites; search engines and databases; content delivered in digital form, including electronic books and electronic book-reading systems; learning management systems, classroom technology and multimedia, personal response systems (e.g., "clickers"), and equipment such as classroom podiums; information kiosks; copiers and fax machines; telecommunications products (such as telephones); and automated Teller Machines (ATMs) and similar transaction machines (collectively, "Information

Technology”), Contractor shall ensure that all Information Technology is accessible to all individuals with substantially equivalent ease of use, in compliance with OSU Policy 08-020 Digital Accessibility.

For web content, Contractor shall 1) deliver content in compliance with Web Content Accessibility Guidelines 2.1, Level AA or above (“WCAG”); and 2) provide OSU with an Accessibility Conformance Report detailing the content’s current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template. Contractor must ensure any installation, configuration, integration, updates, or maintenance provided on applicable products are completed in a way that does not reduce the original level of WCAG conformance.

Contractor will promptly communicate and work cooperatively with OSU in response to any questions OSU may have regarding the accessibility of Contractor’s Information Technology. If for any reason Contractor’s Information Technology, is determined non-compliant, Contractor shall: 1) provide immediate notification to OSU indicating what aspect(s) of the Information Technology is non-compliant; 2) provide a resolution plan and timeline to OSU for remedying non-compliant Information Technology within thirty (30) days of notice; and 3) indemnify and hold OSU harmless in the event of any claims related to accessibility non-compliance. Time is of the essence and resolution of non-compliant Information Technology must be addressed as a high priority. Failure to make satisfactory progress towards compliance, may constitute a breach of contract and be grounds for termination or non-renewal of the Contract.

## **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.

- F. 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.
- G. **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.
- H. **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.
- I. **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                      and:  
 OSU PCMM  
 ATTN: [Contract No.] Contract Administrator  
 644 SW 13<sup>th</sup> Street  
 Corvallis, OR 97333  
 Telephone: (541) 737-4261  
 Fax: (541) 737-2170  
 E-mail: [procurement@oregonstate.edu](mailto:procurement@oregonstate.edu)

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

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

J. 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's Vice President of University Relations and Marketing, which consent may be withheld in OSU's sole discretion.

K. 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.

L. 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.

M. FORCE MAJEURE.

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

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: \_\_\_\_\_

**EXHIBIT B  
CERTIFICATIONS**

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By signature below the undersigned certifies that they are authorized to act on behalf of the proposer and agrees and certifies that:

- the proposer, to the best of the undersigned's knowledge, is not in violation of any Oregon tax laws described in ORS 305.380(4);
- they have read, understands, and agrees to be bound by the RFP and all exhibits and addenda;
- 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
- they will furnish the designated item(s) and/or service(s) in accordance with the RFP and the contract.

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

**EXHIBIT C  
REFERENCES**

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**PROPOSER'S NAME:** \_\_\_\_\_

**REFERENCE 1**

Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Goods/Services Provided: \_\_\_\_\_

**REFERENCE 2**

Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Goods/Services Provided: \_\_\_\_\_

**REFERENCE 3**

Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Goods/Services Provided: \_\_\_\_\_

**REFERENCE 4**

Company Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Goods/Services Provided: \_\_\_\_\_

**EXHIBIT D  
PRICING**

Proposed pricing must represent the proposer's standard user pricing and must include all costs necessary to operate the proposed micromobility program. Proposers must provide pricing for both General Public users and Student users.

<b>Pricing Component</b>	<b>General Public Price</b>	<b>Student Price</b>
Unlock Fee (per ride)	\$	\$
Per-Minute Rate	\$	\$
Minimum Ride Charge (if applicable)	\$	\$

Pricing submitted must represent the proposer's standard pricing structure and may not rely on temporary promotions, introductory discounts, or limited time offers for evaluation purposes.

**Typical Ride Cost Calculation**

For evaluation purposes, OSU will calculate the Typical Ride Cost assuming a five (5) minute ride duration using the pricing submitted above.

Typical Ride Cost = Unlock Fee + (Per-Minute Rate × 5)

If a minimum ride charge applies, the greater of the calculated Typical Ride Cost or the minimum ride charge will be used.

**Pricing Evaluation (30 Points Total)**

Pricing will be evaluated separately for General Public pricing and Student pricing.

<b>Pricing Category</b>	<b>Points Available</b>
General Public Pricing	15
Student Pricing	15
<b>Total Pricing Points</b>	<b>30</b>

Scores will be calculated using the following formulas:

- General Public Pricing  
Score = (Lowest General Public Ride Cost ÷ Proposer General Public Ride Cost) × 15
- Student Pricing  
Score = (Lowest Student Ride Cost ÷ Proposer Student Ride Cost) × 15
- Total Pricing Score  
General Public Pricing Score + Student Pricing Score

## **EXHIBIT D Continued PRICING**

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Proposers must also briefly describe their pricing structure, including:

- Any conditions or limitations on pricing
- Any start-up costs or operational cost responsibilities
- Any discounted or tiered pricing offered (e.g., for students or low-income users)

**EXHIBIT E**  
**PCI SSC SELF-ASSESSMENT QUESTIONNAIRE**

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