



**REQUEST FOR PROPOSAL
No. RFP NO. JD175917P**

Beaver Bus Drivers, Maintenance and Vehicle Storage

PROPOSAL DUE DATE AND TIME

June 30th, 2015 (4:00 PM, PT)

SUBMITTAL LOCATION

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

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

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date June 8th, 2015
- Deadline for Requests for Clarification or Change June 23rd, 2015 (4:00 pm, PT)
- Proposal Due Date and Time June 30th, 2015 (4:00 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: Joshua Dodson
Title: Procurement Contracts Officer
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for the provision of shuttle bus drivers, maintenance and storage of OSU Beaver Bus shuttle vehicles. OSU will provide vehicles identified in Attachment A to be used in performance of Beaver Bus Services. OSU may replace these vehicles, add to these vehicles, or reduce the number of vehicles available to CONTRACTOR to perform Beaver Bus Services at its discretion.

2.02 BACKGROUND

OSU Parking Services, a unit of the Transportation Services Department, provides management of university parking assets and transportation from perimeter parking lots to the campus core via the Beaver Bus.

The current contract that provides these services is about to expire. In anticipation of that expiration OSU is soliciting for a new services contract to ensure continuation of these services.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SAMPLE CONTRACT / LIST OF VEHICLES

3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A

3.02 LIST OF VEHICLES

Quantity	Year	Manufacturer	Size
Two (2)	2000	Champion Challenger	23 feet
One (1)	2013	ARBOC Spirit of Mobility Low Floor	26-feet
One (1)	2013	ARBOC Spirit of Freedom Low Floor	26-feet

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.

- a. At least 3 years of experience providing similar services in a similar setting.
- b. Vehicle storage location must be within a 15-minute radius by car from the OSU Corvallis Campus.
- c. Vendor must have facilities available to provide required routine vehicle maintenance.
- d. Vendor must provide proof of all licensures, certifications or authorizations applicable to the provision of services requested in this RFP.
- e. Capability to provide ongoing training for current drivers' and mechanics' certifications, and safety training.
- f. Vendor must demonstrate an effective internal communications system that will provide drivers with route updates or other temporary changes.
- g. Vendor must have access to facilities for interior and exterior vehicle washing that can be utilized on a daily basis.

4.02 PREFERRED QUALIFICATIONS

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

- a. Experience collecting and compiling ridership data.
- b. Access to regular customer service training.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Proposers must submit the following information:

- Description of how the goods or services offered specifically satisfy the statement of work described in section 3.
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- A written fueling plan outside of Beaver Bus hours of operation.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Complete and itemized pricing of the goods or services requested.

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 OAR 580-061-130(5)(a).

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

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

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

- c. Second Stage Evaluation:
If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU’s best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	60
Proposer’s qualifications	10
Price of the goods or services	30
Total	100

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.

6.03 CONTRACT AWARD

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

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

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

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OAR 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OAR 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.05 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OUS procurement website. Proposers are advised to consult the OUS 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 in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM

office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or mis-deliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.13 PROPOSALS ARE OFFERS

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

7.14 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.16 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.19 PROPOSAL PREPARATION COST

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

7.20 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

This Contract is between Oregon State University for its [Parking Services] ("OSU"), and [CONTRACTOR's name] ("CONTRACTOR").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposals number JD175917P entitled Beaver Bus Drivers, Maintenance and Vehicle Storage 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 twelve (12) months after that date. OSU has the option to extend the term of this Contract for ten (10) additional twelve (12) month 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:

1. Beaver Bus Services, Schedules and Routes: CONTRACTOR shall provide Beaver Bus services in accordance with the schedules and routes specified by OSU. A current description of the primary routes for shuttle bus services can be viewed on the OSU website, and the current web address for shuttle bus services information, which is subject to change, is <http://parking.oregonstate.edu/shuttle>. CONTRACTOR shall ensure that it has sufficient staffing to meet the requirements of the Beaver Bus services schedule and routes specified by OSU.

OSU may change the schedule and routes when and how it deems necessary in its sole discretion. OSU shall notify CONTRACTOR of any changes to the schedule or routes and CONTRACTOR shall expedite any necessary modifications to driver and maintenance personnel work schedules to accommodate any such alterations.

CONTRACTOR shall not alter schedules or routes unless instructed to do so by the OSU CONTRACT ADMINISTRATOR (see Section H on page 20 for more details) and CONTRACTOR shall ensure that all persons providing Beaver Bus services under this Contract adhere to the current Beaver Bus services schedules and routes specified by OSU.

2. Additional Services: Upon request and when not already in use for primary Beaver Bus services, the OSU vehicles used for Beaver Bus services may be utilized for OSU campus activities or special events by OSU departments. Additional services must be authorized in writing by the CONTRACT ADMINISTRATOR prior to the performance of those services. Any services provided by the CONTRACTOR without written acceptance by the CONTRACT ADMINISTRATOR shall be performed at the CONTRACTOR's own risk. CONTRACTOR shall submit trip ticket vouchers and invoicing for these trips with the regular monthly invoice for primary Beaver Bus services.
3. Fuel: CONTRACTOR shall provide all fuel necessary to operate the vehicles for OSU Beaver Bus services. CONTRACTOR's fuel costs directly associated with the provision of Beaver Bus services, less federal and state taxes and other fees from which OSU is exempt are incorporated into the operating service cost hourly rate that OSU pays CONTRACTOR pursuant to paragraph 5 below.
4. Vehicle Warranty Maintenance: CONTRACTOR shall provide vehicle warranty maintenance service pursuant to vehicle warranty schedules applicable to the vehicles listed below and any other OSU vehicles CONTRACTOR operates to provide Beaver Bus services. Any work qualifying for reimbursement as warranty work shall be submitted by CONTRACTOR to the Original Equipment Manufacturer for payment, and all such sums received by CONTRACTOR shall be credited to OSU's account. Should CONTRACTOR fail to pursue warranty services when appropriate, CONTRACTOR shall be responsible for costs incurred for the provision of such services outside of the warranty.
5. Vehicles: OSU will provide vehicles to be used in performance of this service unless otherwise described herein. OSU may replace these vehicles at its discretion. A current list of vehicles to be provided by OSU for performance of this service is shown below.

Quantity	Year	Manufacturer	Size
Two (2)	2000	Champion Challenger	23 feet
One (1)	2013	ARBOC Spirit of Mobility Low Floor	26-feet
One (1)	2013	ARBOC Spirit of Freedom Low Floor	26-feet

6. Operating Service Cost: OSU shall pay CONTRACTOR (insert amount from pricing sheet) for every hour a vehicle is operated for Beaver Bus services, and such payment is in satisfaction of the labor,

cleaning, and fuel required for the Beaver Bus services under this Contract. CONTRACTOR shall provide sufficient drivers for the Beaver Bus services operation hours and routes decided by OSU.

7. Maintenance Service Cost: OSU shall pay CONTRACTOR (insert amount from pricing sheet) per hour for maintenance performed in accordance with paragraph 16 below, including lube, oil and filter service, not otherwise provided for under the relevant Vehicle Warranty Maintenance.
8. Fluids, Filters, and Parts Costs: OSU shall pay CONTRACTOR its actual costs for fluids, filters, and parts used to provide preventative maintenance. CONTRACTOR shall provide OSU with all necessary receipts or proof of purchase to establish its actual costs.
9. Response Time: CONTRACTOR shall respond onsite within 20 minutes of any vehicle or operating incident or accident, requiring additional vehicle dispatches or maintenance services.
10. Management of Shuttle Services: OSU reserves the exclusive right to manage the shuttle bus service schedules and routes.
11. Shuttle Bus Stops and Shelters: OSU shall establish and provide the bus stops or shelters it deems necessary.
12. Vehicle Storage and Maintenance: CONTRACTOR shall provide and maintain a secure, sheltered base for storage, operations and maintenance of the vehicles identified above, including any additions, reductions, or changes to the vehicles specified by OSU in its discretion, at CONTRACTOR's facilities currently located XXXXXXXX, or another location acceptable to OSU within a 15-minute radius by car from the OSU Corvallis Campus. CONTRACTOR shall be responsible for routine inspection and maintenance of vehicles used for Beaver Bus services and shall ensure that vehicles used to provide Beaver Bus services are at all times mechanically and structurally sound, safe, and reliable. CONTRACTOR shall provide facilities for storing and providing maintenance of OSU vehicles used for services. CONTRACTOR shall also provide necessary tools, and maintenance equipment for vehicles used for Beaver Bus services.

In addition to providing maintenance in accordance with applicable vehicle warranties, CONTRACTOR shall, upon expiration of the warranties, provide maintenance in accordance with the original equipment manufacturer's maintenance schedules on the vehicles used to provide Beaver Bus services during the term of this Contract, unless otherwise specified by OSU. Such maintenance shall include all vehicle components, including wheelchair lifts or access ramps. CONTRACTOR may propose amendments to modify the maintenance schedules, which must be submitted to OSU for approval prior to implementation. Maintenance outside original equipment manufacturer's maintenance schedules shall be provided only with the knowledge and approval of OSU, and OSU reserves the right to utilize maintenance facilities other than the CONTRACTOR's facilities, at its discretion for provision of such maintenance.

13. Operator Employment: CONTRACTOR shall employ, supervise, train, and manage all maintenance and operating personnel necessary to fulfill all of its obligations under this Contract. CONTRACTOR shall require employees performing OSU Beaver Bus services pursuant to this Contract to adhere to the operator qualifications specified in paragraph 13 below and to all other applicable terms and conditions of this Contract. CONTRACTOR shall ensure that its employees provide Beaver Bus services in a manner that is safe and welcoming to members of the OSU community. CONTRACTOR shall provide supervisory personnel, who shall be on duty during all hours of regular service. CONTRACTOR's supervisory personnel back-ups must also be available in case of emergency during non-regular operating hours. CONTRACTOR shall at all times be in compliance with all applicable OSU policies including, but not limited to Affirmative Action and Equal Employment Opportunity policies. To review these policies click on this link <http://oregonstate.edu/oei/affirmative-action>. CONTRACTOR shall also require employees to undergo alcohol and drug testing, and shall conduct such testing in accordance with applicable state and federal laws and regulations, including 49 CFR Part 40.

14. Operator Qualifications: CONTRACTOR shall establish, in collaboration with OSU, minimum driver qualifications and training program content. CONTRACTOR shall ensure that all CONTRACTORS' drivers providing Beaver Bus services receive a minimum of 28 hours of classroom training, including ADA and passenger assistance techniques and passenger safety and sensitivity; 12 hours of behind-the-wheel operator training; 8 hours CPR/first aid; route familiarization training; and hazardous driving conditions training prior to providing Beaver Bus services. CONTRACTOR shall also be responsible for meeting any other driver qualification requirements of CONTRACTOR's insurance carrier. Operating personnel shall perform services with an upbeat and cheerful attitude, positively representing OSU.
15. CONTRACTOR's Personnel and Agents: CONTRACTOR shall be responsible for the acts of its employees and agents while performing Services pursuant to the Contract. Accordingly, CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons or property. CONTRACTOR shall be responsible for all damages to persons or property on and off campus caused solely or partially by CONTRACTOR or any of its agents or employees. CONTRACTOR's employees shall conduct themselves in a professional manner and shall not use OSU's facilities for any activity or operation other than the operation of the Services as herein contained. OSU reserves the right to deny access to any individual. The following conduct is unacceptable for CONTRACTOR's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.

CONTRACTOR shall be responsible for the conduct of their employees, staff, vendors, volunteer workers, and other representatives including, without limitation, training and informing them that profanity, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators and customers is impermissible and will not be tolerated. Should OSU receive complaints about any behavior or conduct that reflects poorly upon OSU, it shall promptly notify the CONTRACTOR, and the CONTRACTOR shall agree to promptly resolve any such complaints, including, without limitation, removing or replacing any individual whose work or performance is the basis of the complaint if the problem is not promptly cured.

OSU Departmental Administrator reserves the right to request and have CONTRACTOR comply with personnel changes, to the extent permitted by applicable law. If at any time, any personnel are unsatisfactory to OSU Departmental Administrator, CONTRACTOR shall make a change in such personnel within ten (10) days of written notice from OSU Departmental Administrator. OSU Departmental Administrator must give appropriate reasons for requesting the personnel change that do not discriminate against any individuals based on race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. If the OSU Departmental Administrator or designee notifies CONTRACTOR in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the written consent of the OSU CONTRACT ADMINISTRATOR.

OSU reserves the right to require the immediate removal of any selected CONTRACTOR employee or subcontractor employee who OSU feels is inappropriately conducting himself/herself while performing the Services associated with the Contract.

16. Employees of CONTRACTOR: Personnel supplied by CONTRACTOR will be deemed employees of CONTRACTOR and will not for any purpose be considered employees or agents of OSU. CONTRACTOR assumes full responsibility for the actions of such personnel while performing the Services pursuant to the Contract, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by applicable federal, state, and local laws.

17. Uniforms and Appearance: CONTRACTOR shall ensure that employees maintain a professional appearance while performing the Services associated with this Contract. All employees providing any of the Services are to be uniformed personnel with name badges or other identification prominently displayed. CONTRACTOR will provide and maintain uniforms for employees (except management personnel) and require employees to be attired in uniforms at all times while performing the Services. Selection type, color, and style of uniforms, including specialty uniforms designated to fit the exact nature of the various operations, shall be at the approval of OSU Departmental Administrator. Additionally, the condition of the hygiene and appearance of employees is CONTRACTOR's sole responsibility notwithstanding the fact that the OSU Departmental Administrator shall have the right to comment on and where necessary, cause CONTRACTOR to ensure that all employees meet minimum hygiene and appearance standards.
18. Driver Handbook: CONTRACTOR shall develop, print, and maintain a driver handbook specifying current operation practices. After receiving OSU approval for the driver handbook, all drivers shall be required to familiarize themselves with the manual before they begin providing shuttle bus services. A copy of the manual shall remain in each OSU Beaver Bus at all times.
19. Records: CONTRACTOR shall maintain complete and accurate records concerning the operation and maintenance of the Beaver Bus services and maintenance. OSU and appropriate state and federal agencies shall have access to said records of CONTRACTOR at all reasonable times and places; and CONTRACTOR shall render all requested assistance to OSU, appropriate state and federal agencies, their officers, agents, and employees if and when OSU or said agencies desire to audit or inspect said books and records. CONTRACTOR shall provide to OSU a monthly report of its operation. CONTRACTOR shall collect and compile ridership data for Beaver Bus services and convey this information to OSU on a weekly basis.
20. Backup Vehicles: CONTRACTOR shall provide, as necessary, backup or standby vehicle(s) for use in the event of scheduled or nonscheduled maintenance or breakdown of the vehicles provided by OSU for Beaver Bus service.
 - a. Should CONTRACTOR fail to adequately maintain vehicles, CONTRACTOR shall assume responsibility for providing necessary transportation services using CONTRACTOR supplied backup vehicles. The backup vehicles that equivalently match the size and configuration of the OSU Beaver Buses.
 - b. In the event of wheelchair lift or access ramp failure due to inadequate maintenance or repairs, CONTRACTOR shall provide service to wheelchair passengers using CONTRACTOR's wheelchair lift-equipped backup vehicle. The backup vehicles include must equivalently match the size and configuration of the OSU Beaver Buses. CONTRACTOR shall maintain a spare parts inventory according to current industry practices.
21. Accidents & Damages: CONTRACTOR shall be responsible for all accidents and damages to OSU vehicles used to provide Beaver Bus services. In case of accident or any other damage to busses, CONTRACTOR shall notify OSU Office of Risk Management within 24 hours. Within three business days, CONTRACTOR will submit a written report to OSU Procurement, Contracts, and Materials Management (PCMM) and OSU Office of Risk Management regarding the incident and appropriate follow-up action that will be taken if applicable. Unless otherwise specified by OSU, all repairs to vehicles must be completed within 30 days following the accident or damage to the vehicles. In addition, CONTRACTOR will submit an insurance carrier generated quarterly loss report of all open and closed claims occurring within that quarter for accidents involving OSU vehicles. On an annual basis, CONTRACTOR shall submit an insurance carrier generated five year lost report of all open and closed claims. If CONTRACTOR manages any claims under a deductible, retention or self-insurance program, such claims shall be included in any reports as well.

22. Vehicle Cleaning: CONTRACTOR shall sweep and wipe off horizontal surfaces in the interior of the vehicles used to provide services under this Contract daily prior to service. CONTRACTOR shall thoroughly clean the vehicle interiors, including vacuuming surfaces and seats, and floor mopping, a minimum of twice each month. CONTRACTOR shall wash the exterior of each vehicle a minimum of twice weekly when in use. CONTRACTOR shall keep current bus route handouts stocked in all buses for all scheduled services. Any modification to this cleaning schedule must be approved by OSU.
23. Vehicle Communications: CONTRACTOR shall provide a location for the base radio station to be utilized in maintaining contact with Beaver Bus vehicles. CONTRACTOR shall monitor the radio and maintain radio contact with Beaver Bus vehicles during all Beaver Bus services operation hours.

B. KEY PERSONS.

CONTRACTOR and OSU agree that individuals be specified respectively as Key Persons. The CONTRACTOR's Key Persons are those whose special qualifications and involvement in CONTRACTOR's performance of these Contracted services form the basis of agreement between the parties and allow for discussion concerning the performance of this Contract in any part. OSU's Key Persons is an individual through whom CONTRACTOR shall provide to OSU the expertise, experience, judgment, and personal attention required to perform these contracted services ("Key Person"). Each of the following is a Key Person under this Contract:

OSU Parking Manager plus 1 designee [List name and title and identify the specific services each Key Person is required to perform under this Contract.]

Manager of services CONTRACTOR plus 1 designee - List name and title and identify the specific services each Key Person is required to perform under this Contract.]

Neither CONTRACTOR nor any Key Person of CONTRACTOR shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, CONTRACTOR shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If CONTRACTOR requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

C. 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.

D. 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:

The total amount available for payment to CONTRACTOR and for authorized reimbursement to CONTRACTOR is \$[insert total amount of contract].

A. METHOD OF PAYMENT FOR SERVICES.

OSU shall pay CONTRACTOR \$[insert hourly rate] per hour up to but not in excess of \$[insert maximum amount] for operation of the Beaver Bus System. OSU shall pay the Contract \$[insert hourly rate] per hour up to but not in excess of \$[insert maximum amount] for maintenance of the Beaver Bus System. OSU shall pay CONTRACTOR \$[insert hourly rate] per hour up to but not in excess of \$[insert maximum amount] for operation of the Beaver Bus System related to special event requests.

B. BASIS OF PAYMENT FOR SERVICES.

OSU shall pay CONTRACTOR monthly progress payments upon OSU's approval of CONTRACTOR's invoice submitted to OSU for completed services, but only after OSU has determined that CONTRACTOR has completed, and OSU has accepted the completed services.

C. INVOICES AND PAYMENT TO CONTRACTOR.

CONTRACTOR shall send clear, concise, and accurately printed invoices to OSU for services completed and accepted by OSU. CONTRACTOR shall include in each invoice:

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

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

OSU shall pay CONTRACTOR for services performed at the prices and rates specified herein. CONTRACTOR shall look solely to OSU for payment of all amounts OSU owes to CONTRACTOR. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, CONTRACTOR may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

D. PRICE ESCALATION.

CONTRACTOR shall keep the pricing the same throughout the initial term of the Contract. CONTRACTOR may negotiate pricing for subsequent extension terms after the initial term. CONTRACTOR shall submit in writing any proposed increase in pricing to OSU for consideration at least sixty (60) days prior to the expiration of the Contract. CONTRACTOR must provide documentation in support of the request. Price increases accepted by OSU will remain the same for the entirety of the extended term.

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 \$5 Million per occurrence and \$5 Million 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.

B. AUTOMOBILE LIABILITY INSURANCE.

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance. Coverage shall include liability for Owned, Non-owned and Hired automobiles. Coverage shall not exclude passengers. Coverage limits shall not be less than \$5,000,000 combined single limit per occurrence.

The CONTRACTOR may obtain the \$5,000,000 required in the General Liability and Automobile Liability policy by purchasing an umbrella or excess policy. If limits are not met in the primary insurance policies, the umbrella or excess policy must provide coverage on a "follow-form" basis, subject to the same provisions as the underlying policies. combining the Automobile Liability Insurance with the General Liability Insurance.

C. PRIMARY COVERAGE.

Insurance carried by CONTRACTOR under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

D. WORKERS' COMPENSATION.

The CONTRACTOR, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the CONTRACTOR shall furnish Certificate(s) of Insurance to the OSU CONTRACT ADMINISTRATOR prior to commencement of the work. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. The Certificate(s) will specify all of the parties who are Additional Insureds and shall note the contract number and service description on the certificate of insurance. Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. CONTRACTOR shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. OSU reserves the right to request a complete copy of the policy(s) at any time.

F. 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, defend and hold harmless OSU and its officers, board members, employees, agents and other representatives against liabilities, claims, damages, expenses, or losses, to include but not limited to, those related to bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part by: (i) resulting CONTRACTOR's negligence, wrongful acts or willful misconduct, 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. It is the specific intention that the CONTRACTOR shall, in all instances, expect for claims arising solely from the negligent or willful acts or omissions of OSU, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. OSU shall provide reasonably prompt notice and assistance of any claim.
- c. CONTRACTOR's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

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. Equal Employment Opportunity – CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. 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.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – CONTRACTORS who apply or bid for a contract of more than \$100,000 shall file a 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 shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (CONTRACTOR or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. CONTRACTOR or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and CONTRACTORS declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, CONTRACTOR hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises CONTRACTOR that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all Oregon Occupational Safety and Health Administration (OR-OSHA) 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 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 will be required to have a permit to park on campus. Appropriate parking permits may be obtained through OSU 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 including all vehicles used for Beaver Bus service.

J. WEBSITE ACCESSIBILITY.

If CONTRACTOR is designing or developing web page(s) for OSU under this Contract, CONTRACTOR shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

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 and: OSU Departmental Administrator
OSU PCMM
ATTN: JD175917P CONTRACT ADMINISTRATOR
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: joshua.dodson@oregonstate.edu

CONTRACTOR CONTRACT ADMINISTRATOR

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

I. OSU NAME AND TRADEMARK.

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

J. RECYCLED PRODUCTS.

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

K. SALES AND USE TAXES.

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

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, 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. PERMISSIVE COOPERATIVE PROCUREMENTS.

CONTRACTOR agrees to make prices offered under this Contract available to other 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 in ink 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.
- C. Pursuant to OSU Standard 580-061-0030 CONTRACTOR has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

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: _____

[Remainder of this page left intentionally blank]

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone: (____) _____

Title: _____ Fax: (____) _____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

EXHIBIT D PRICING

Service Provided	Unit Price	Unit of Measure
Operating Service Cost	_____	per hour
Maintenance Service Cost	_____	per hour

*Optional Pricing**

Off-Schedule Service Cost**	_____	per hour
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*As mentioned in Section 2.A.2 'Additional Services' on page 10 of this RFP. OSU may request additional services from the vendor for special events. If the vendor has different pricing for work outside of the regular operation schedule please indicate that hourly rate in the *Optional Pricing* section above. If the rate is the same as the Operating Service Cost please put N/A in the *Optional Pricing* section.

**Off-Schedule Service Cost is only for service of the Shuttle Buses. Maintenance Cost should be all-inclusive for on and off schedule service provided under this contract.