



**REQUEST FOR QUALIFICATIONS  
No. DL158974Qu**

**FOOTBALL TICKET SCANNING**

**QUALIFIED POOL**

For the time period:  
July 1, 2012 – June 30, 2017

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement and Contract Services (PaCS)  
644 SW 13th Street  
Corvallis, Oregon 97333  
(541) 737- 4261

## **1.0 INTRODUCTION**

### 1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Qualified Pool of Contractors for the ticket scanning function at Oregon State University (OSU) home football games. The ticket scanning function has been performed in the past by a variety of groups as a fundraising opportunity. This has been a benefit for both the University and the community. In an effort to continue this practice and open up opportunities for as many groups as possible, the University is establishing this Qualified Pool to use on a non-exclusive as needed basis. Prospective contractors are invited to submit their qualifications for inclusion in this Qualified Pool.

### 1.02 Background:

OSU supports approximately 500 student-athletes in 17 sports with the OSU Corvallis campus hosting many athletic competitions. Hosting these athletic competitions requires a tremendous amount of effort and support to ensure attendees receive great customer service in a safe and clean environment. This Qualified Pool supports the home football games ticket scanning function at the entrance gates prior to the start of games through half time.

## **2.0 SCOPE OF WORK AND REQUIRED QUALIFICATIONS**

### 2.01 Scope of Work.

Contractors selected from the Qualified Pool to perform services will be issued a separate contract. The Scope of Work and Requirements are included in the Sample Contract for the Purchase of Services at Attachment A.

### 2.02 Required Qualifications.

Due to the scope of work and the nature of this contract the minimum required qualifications are acceptance and compliance with the certifications contained in Attachment B.

### 2.03 Qualified Pool Time Period.

The Qualified Pool will be open for the period July 1, 2012 – June 30, 2017. At any point during this time period, potential Contractors who wish to participate in the Qualified Pool may submit their qualifications and will be notified upon acceptance into the pool. Once accepted into the Qualified Pool, the participant does not need to reapply during the time period the pool is open unless rejected from the pool.

### 2.04 Contract Issuance.

Oregon State University will issue contracts to those participants in the Qualified Pool that best meet the requirements of the job. Performing work without a fully executed Contract may result in non-payment of work performed, or termination of an impending contract.

## **3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION**

### 3.01 Required Submittals:

In order to be considered as a participant in this Qualified Pool, potential contractors must submit the Submittal Form at Attachment B.

### 3.02 Submittal Location:

Completed Submittal Forms may be mailed, e-mailed or faxed to the following:

Oregon State University  
Procurement and Contract Services  
Attn: Debora Lauer  
644 SW 13<sup>th</sup> Street  
Corvallis, Oregon 97333

Fax: (541) 737-2170  
Telephone: (541) 737-7343  
E-mail: Debora.Lauer@oregonstate.edu

### 3.03 Review

Procurement and Contract Services shall review prospective Contractors submittals to determine if the qualifications set forth in the Request for Qualifications have been met. If the prospective Contractor meets the qualifications, Procurement and Contract Services will send a letter of acceptance as a participant into the Qualified Pool.

If the prospective Contractor does not meet the qualifications, Procurement and Contract Services will send a letter of rejection including the grounds for rejection and a statement of the appeal rights and deadlines pursuant to OAR 580-061-0130.

Acceptance into the Qualified Pool does not entitle the participant to the award of a Contract.

### 3.04 Selection of Contractors from Qualified Pools.

OSU departments may use a Qualified Pool to make direct appointments, obtain quotes or conduct interviews depending on the nature and requirements of the Qualified Pool.

### 3.05 Termination.

Procurement and Contract Services may discontinue or terminate a Qualified Pool at any time by giving notice to all participants in the Qualified Pool.

## **4.0 INSTRUCTIONS**

### 4.01 Provisions and Requirements:

This Request for Qualifications and resulting contract(s) are subject to the provisions and requirements of the applicable Oregon Revised Statutes, the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

### 4.02 Right to Reject:

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

### 4.03 Change or Modification/Addenda:

Any change or modification will be in the form of addenda. Only documents issued as addenda by the OSU Procurement and Contract Services (PaCS) Department serve to change the RFQu in any way. No other direction received written or verbal, serves to change the RFQu. Note: if you have received an RFQu you should consult the OSU Procurement and Contract Services Department to assure that you have not missed any addenda announcements. Addenda are not required to be returned, however, prospective participants are responsible to make themselves aware of, obtain and incorporate any changes made in any addenda issued. Failure to do so may cause the submittal to be rejected.

4.04 Preparation and Submission:

Submittals shall be prepared in ink and shall be signed by an authorized representative.

4.05 Withdrawal:

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

4.06 Agreement to Requirements, Terms and Conditions:

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

4.07 Preparation Costs:

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

4.08 Investigation of References:

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

4.09 Notice to Proceed:

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

**ATTACHMENT A  
SAMPLE CONTRACT**

The following Contract is applicable to this Request for Qualification.

*[Remainder of this page left intentionally blank]*

## **CONTRACT FOR THE PURCHASE OF SERVICES FOOTBALL TICKET SCANNING**

This contract for the purchase of services ("Contract") is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Department of Athletics ("OSU"), and **CONTRACTOR** ("Contractor"). This Contract is effective on the date it has been signed by all parties and all required OSU approvals have been obtained. This Contract expires on June 30, 2013 and may be renewed for four (4) additional one (1) year periods through written amendment signed by both parties. Contractor agrees to perform, and OSU agrees to pay for, the Statement of Services in section 1.0 (the "Services").

### **1.0 STATEMENT OF SERVICES**

#### 1.01 Required Services.

Provide staff to support ticket scanning operations at seven home football games in Reser Stadium. After guests have passed through event security, Contractor's staff will greet guest, scan ticket and advise guests to retain ticket and get their hand stamped by OSU Athletics Guest Services for re-entry purposes. When guests re-enter, staff will scan ticket and view the hand stamp.

At no time shall Contractor perform event security duties, such as conducting bag checks or permit guest entry prior to passing through event security. Home football games are currently scheduled as follows:

<b>Day</b>	<b>Date</b>	<b>Opponent</b>	<b>Start Time</b>
Saturday	September 1 <sup>st</sup>	Nicholls State	TBA
Saturday	September 8 <sup>th</sup>	Wisconsin	TBA
Saturday	October 6 <sup>th</sup>	Washington State	TBA
Saturday	October 20 <sup>th</sup>	Utah	TBA
Saturday	November 3 <sup>rd</sup>	Arizona State	TBA
Saturday	November 17 <sup>th</sup>	California	TBA
Saturday	November 24 <sup>th</sup>	Oregon	TBA

#### 1.02 Gate Assignments.

Reser Stadium has seven gates alphabetically designated A through H. Contractor will be assigned to a gate(s) on game day based on the number of staff available.

#### 1.03 Hours and Reporting.

Contractor's staff (including supervisors) must arrive 3.5 or 2.5 hours prior to game start time depending on gate assignment and may depart after the 3rd quarter begins. Contractor must insure that all staff record the time they begin and end by logging those times on a sign-in/sign-out sheet. Sign in/sign out sheets must be turned in to OSU for payment.

#### 1.04 Staff Age.

Contractor's staff must be at least 18 years or older.

#### 1.05 Staff Lists.

At least 72 hours prior to the scheduled game, Contractor must submit a list containing the names of qualified staff available to work at the upcoming game.

#### 1.06 Staff Dress & Identification.

Contractor's staff will be expected to dress in black pants, white shirts and black shoes. A red vest will be provided by OSU Athletic Guest Services at the time of gate assignment. In inclement weather staff may wear their personal coats but the vest provided by the University should be worn as the outermost level of clothing. Name tags will be printed and provided by OSU Guest Services based on submitted staffing lists. During breaks Contractor's staff should remove their vest and name tag which identifies them as a ticket taker.

#### 1.07 Conduct.

Contractor's staff will conduct themselves in a professional manner while interacting with guests including:

- Smiling and making eye to eye contact
- Providing a verbal welcome
- Remaining visible and present
- Maintaining an approachable demeanor
- Assertively seeking out ticket holders to maximize line efficiency
- Displaying a professional image and pride in their job at all times
- Showing appreciation to exiting guests

#### 1.08 Supervisors.

Contractor must, at minimum, assign one supervisor to each gate. Supervisors are responsible for communicating with OSU Athletics Guest Services.

#### 1.09 Training and Orientation.

Contractor's supervisors and staff must attend an initial OSU training and orientation session prior to the first home football game. After which, Contractor will be responsible for providing training and orientation to staff who do not receive the initial OSU training and orientation.

During the training and orientation, Contractor's supervisors and staff will be taken to the gates and given a tour of Reser Stadium to insure staff familiar with the locations of restrooms, medical stations, phones, ATMs, and concessions in their area.

During the training and orientation session each attendee receives a packet containing the following information:

- Dress and Personal Appearance
- Guest Services Tips
- Sample of Tickets
- How to deal with guest without tickets, or selling of tickets on stadium property
- Emergency procedures
- Radio Communication Training (Supervisors Only)
- Directions to seating areas inside the stadium for guests
- Behavior during breaks, and areas for their breaks

Contractor is responsible for insuring that each staff member has read and understands the information prior to working on location.

Additionally, staff will receive a customized "brief sheet" prior to each game.

#### 1.10 Unsatisfactory Personnel.

Contractor shall remove personnel unsatisfactory to OSU immediately upon notification by OSU.

### 1.11 Security/Background Checks.

Contractor shall conduct criminal background checks (Oregon at a minimum, and National for staff that formerly lived outside of the State of Oregon within the last 8 years) on each current and prospective staff with satisfactory results prior to performing required Services or placement at OSU. Disqualifying crimes will include 1) felony convictions of any kind within the last 8 years, 2) all crimes involving weapons of any kind ever committed, and 3) all person to person crimes ever committed. The costs for criminal background checks shall be the responsibility of the Contractor.

### 1.12 Communication Equipment.

OSU Athletics Guest Services will provide Contractor's supervisors with communication equipment before the start of the game. All communication equipment must be returned after service is completed for the day. Any damages or loss of equipment due to the negligence of Contractor will be the responsibility of Contractor.

### 1.13 Emergency Situations.

In the event of an emergency, Contractor should contact OSU Athletics Guest Services for assistance. Emergency contact procedure is covered in the initial OSU orientation and training.

### 1.14 Contractor Parking.

Parking is not provided for the Contractor.

## **2.0 COMPENSATION**

### 2.01 Method of Payment for Services.

OSU shall pay Contractor \$8.80 per hour / per staff member up to but not in excess of \$960 per game. Contractor shall not receive gratuities, tickets, etc. for performing required Services.

### 2.02 Basis of Payment for Services.

OSU shall pay Contractor based on completed staff sign-in/sign-out sheets submitted to OSU Department of Athletics, but only after OSU has determined that Contractor has completed, and OSU has accepted the completed Services.

### 2.03 General Payment Provisions.

OSU shall pay Contractor for Services performed and Goods delivered at the rates and prices specified in this Contract. Payment will be made twice during the season.

First payment will be made after the third game and the last payment will be made at completion of the season.

Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Contractor shall not be compensated by any agency other than OSU for Services performed.

### 2.04 Funds Available and Authorized: Payments.

Contractor understands and agrees that OSU's payment of amounts under this Contract is contingent on OSU receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow OSU, in the exercise of its reasonable administrative discretion, to make payments under this Contract.



### **3.0 GENERAL TERMS AND CONDITIONS**

#### **3.01 Other Representations and Warranties.**

Contractor represents and further warrants that:

- 3.011 Contractor has the authority to enter into and perform in accordance with this Contract and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms.
- 3.012 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.
- 3.013 Contractor is and shall be, at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform Services.

#### **3.02 Compliance with Applicable Laws and Standards.**

Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time. Contractor will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

#### **3.03 Time is of the Essence.**

Contractor agrees that time is of the essence in the performance of this Contract.

#### **3.04 Force Majeure.**

Neither OSU nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. OSU may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

#### **3.05 Independent Contractor Status; Responsibility for Taxes and Withholding.**

- 3.051 Contractor and its staff shall perform all Services as an independent contractor. Although OSU may (a) determine and modify the delivery schedule for Services to be performed and (b) evaluate the quality of the completed performance, OSU cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any Services required under this Contract. Contractor certifies, represents and warrants that Contractor is an independent contractor of OSU under all applicable state and federal law. Contractor is not an "officer", "employee", or "agent" of OSU as those terms are used in ORS 30.265.
- 3.052 If Contractor is currently performing work for state or the federal government, Contractor by signature to this Contract represents and warrants: Contractor's performance of this Contract creates no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's performance of this Contract.

- 3.053 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract, and OSU will not withhold from compensation or payments to Contractor any amount(s) to cover Contractor's federal or state tax obligations unless Contractor is subject to backup withholding. Contractor and its staff is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.

### 3.06 Indemnification.

Contractor shall save, hold harmless, and indemnify OSU, its officers, directors, agents and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever ("claims") resulting from, arising out of, or relating to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

### 3.07 Events of Breach.

3.071 Contractor breaches this Contract if:

- a. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after OSU delivers notice of breach to Contractor or a longer period as OSU may specify in the notice; or
- c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform its obligations under this Contract within the time specified or any extension of that time, and Contractor fails to cure the breach within fourteen (14) calendar days after OSU delivers notice of breach to Contractor or a longer period as OSU may specify in the notice.

3.072. OSU breaches this Contract if:

- a. OSU fails to pay Contractor any amount pursuant to the terms of this Contract, and OSU fails to cure its failure to pay within fourteen (14) calendar days after Contractor delivers notice of breach to OSU or a longer period as Contractor may specify in the notice; or
- b. OSU commits any material breach of any covenant, warranty, or obligation under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and OSU fails to cure the breach within fourteen (14) calendar days after Contractor delivers notice of breach to OSU or a longer period as Contractor may specify in the notice.

### 3.08 Remedies.

3.081 If Contractor is in breach, then in addition to the remedies afforded elsewhere in this Contract, OSU shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages. OSU may, at OSU's option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

- a. Termination of this Contract;
- b. Withholding payment of all amounts for Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed

- inadequately or defectively;
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
- d. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor in an amount equal to OSU's setoff right, without penalty.

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. If it is determined for any reason that Contractor was not in breach, the rights and obligations of the parties shall be the same as if this Contract was terminated.

3.082 If OSU terminates this Contract for convenience, or if OSU is in breach and whether or not Contractor elects to exercise its right to terminate this Contract, Contractor's sole remedy is one of the following, as applicable:

- a. For Services compensable on an hourly basis, a claim against OSU for unpaid hours worked for Services completed and accepted by OSU less any claims OSU has against Contractor.
- b. If previous amounts paid to Contractor for Services exceed the amount due to Contractor, Contractor shall pay the excess amount to OSU immediately upon written demand.

### 3.09 Termination.

3.091 This Contract may be terminated at any time by mutual written consent of the parties.

3.092 OSU:

- a. OSU may, at its sole discretion, terminate this Contract for its convenience upon 30 days written notice by OSU to Contractor.
- b. OSU may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as OSU may establish in the notice, upon the occurrence of any of the following events:
  - i. OSU fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services;
  - ii. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Services by OSU under this Contract is prohibited, or OSU is prohibited from paying for Services from the planned funding source; or
  - iii. Contractor is in breach pursuant to this Contract.

Contractor shall stop performance under this Contract as directed by OSU in any written notice of termination delivered to Contractor.

3.093 Contractor:

- a. Contractor may terminate this Contract immediately upon written notice to OSU, or at a later date as Contractor may establish in the notice, if OSU is in breach pursuant to this Contract.

### 3.10 Governing Law, Venue, and Consent to Jurisdiction.

This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Proceeding") between OSU and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of State for Marion County; provided, however, if a Proceeding must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively

within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of these courts and waives any objection to venue in these courts and any claim that the forum is an inconvenient forum. Nothing in these provisions shall be construed as a waiver of OSU's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or jurisdiction based thereon.

### 3.11 Subcontracts; Assignment; Successors.

- 3.111 Subcontracts. Contractor shall not enter into any subcontracts for any of Services required under this Contract without OSU's prior written consent. In addition to any other provisions OSU may require, Contractor shall include in any permitted subcontract provisions to ensure that OSU will receive the benefit of subcontractor's performance as if the subcontractor were Contractor. OSU's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 3.112 Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without OSU's prior written consent. OSU's written consent does not relieve Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered Contractor's agent.
- 3.113 The provisions of this Contract are binding upon, and inure to the benefit the parties and their respective successors and permitted assigns, if any.

### 3.12 Third Party Beneficiaries.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. OSU is an intended beneficiary of the terms of this Contract.

### 3.13 Severability.

If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

### 3.14 Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

### 3.15 Integration and Merger.

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract.

### 3.16 Amendments; Waiver.

This Contract may be amended to the extent permitted by applicable statutes and administrative rules and as the amendment scope and process may be further described in section 1, Statement of Services. No waiver, consent, or amendment of terms of this Contract shall bind either party

unless in writing and signed by OSU and Contractor, and all necessary approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of OSU to enforce any provision of this Contract shall not constitute a waiver by OSU of that or any other provision.

## **4.0 INSURANCE**

### 4.01 General Liability Insurance.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, General Liability Insurance. General Liability shall include contractual, product, and completed operations liability with limits not less than \$1,000,000, combined single limit. OSU their officers, employees and agents shall be included as additional insured in said insurance policy.

### 4.02 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.

### 4.03 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.

### 4.04 Certificates of Insurance.

As evidence of the insurance coverage required by this Contract and prior to performing Services under the Contract, the Contractor shall furnish certificate of insurance to OSU Athletics Department at Oregon State University, 201 Gill Coliseum, Corvallis, Oregon 97331. The certificate will specify all of the parties who are listed as additional insured (or loss payees). Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

### 4.05 Notice of Cancellation or Change:

There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU Procurement and Contract Services Department. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to OSU.

## **5.0 NOTICES**

Except as otherwise expressly provided by law or requested in this Contract, any and all notices or other communications required or permitted by this Contract or by law to be served on or given to either party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as shown.

OSU Department of Athletics and:  
Kathy Brier  
Director Athletic Event Ops/Guest Svcs.  
Oregon State University  
201 Gill Coliseum  
Corvallis, Oregon 97331  
E-mail: [kathy.brier@oregonstate.edu](mailto:kathy.brier@oregonstate.edu)  
Phone: (541) 737-8785  
Fax: (541) 737-1790

Contractor  
[CONTACT NAME]  
[CONTACT TITLE]  
[CONTRACTOR NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
E-mail: [E-MAIL]  
Phone: [PHONE NUMBER]  
Fax: [FAX NUMBER]

## 6.0 CERTIFICATIONS AND SIGNATURE.

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
- b. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620; and
- c. 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); and
- d. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract.

### CONTRACTOR

\_\_\_\_\_  
Name: XXXX  
Title: XXXX

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

### OSU

\_\_\_\_\_  
Debora Lauer  
Procurement Analyst

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

\_\_\_\_\_  
Mark Spencer  
Associate Athletic Director

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

ATTACHMENT B  
CERTIFICATIONS

**FOOTBALL TICKET TAKERS QUALIFIED POOL**

Each Entity must read and comply with the following certifications. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned will comply with the following:

**I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

**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).

**III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with the Request for Qualifications, Attachments and Addenda; and
2. Are an authorized representative of the Entity with authority to bind the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection from the Qualified Pool or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Qualifications, Attachments, and Addenda; and
4. Will provide/furnish federal employee identification number or OSU vendor identification number.

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

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

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

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

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

Fax: (\_\_\_\_) \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN ID# or OSU ID#: \_\_\_\_\_

City, State Zip \_\_\_\_\_

Business Designation (check one):

- Corporation     Partnership     Sole Proprietorship     Non-Profit     Limited Liability Company