



**REQUEST FOR PROPOSAL
No. TB154061**

CHILD CARE SERVICES

PROPOSAL DUE DATE AND TIME:

July 29, 2011 (2:00 PM, PDT)

OSU Procurement and Contract Services Offices are open from 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.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

- Request for Proposal Issue Date July 5, 2011
- Pre-Proposal Conference July 13, 2011 (2:00 pm, PDT)
- Deadline for Request for Clarification or Change July 20, 2011 (2:00 pm, PDT)
- Proposal Due Date and Time July 29, 2011 (2:00 pm, PDT)

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 voluntary Pre-Proposal Conference will be held on July 13, 2011, 2:00 PM PDT at the Oregon State University Childcare and Family Resources office, B-009D Kerr Administration Building. If you are unable to attend in person but wish to participate via conference call please call (541) 737-8044 prior to July 12, 2011 in order to make arrangements. A site visit for each of the facilities will be conducted at the end of the Pre-Proposal Conference.

1.03 ISSUING OFFICE:

The Procurement and Contract Services (PaCS) 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: Tamara Bronson
Title: Procurement Supervisor
Telephone: (541) 737-8044
Fax: (541) 737-2170
E-Mail: tamara.bronson@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. "Attachments" 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 inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals for the provision of Child Care Services at two locations to serve OSU students, faculty and staff. OSU may award to one Contractor for both locations or award to separate Contractors for each location. Proposers may submit Proposals for one or both locations.

2.02 BACKGROUND:

OSU currently has two Child Care Centers ("Centers") on the OSU Corvallis campus to fill the need for OSU students, faculty and staff parents, by providing quality child care services. The University has a significant population of older students, single parents, and faculty and staff with young children, so demand for child care is expected to remain strong. Both Centers are currently operated by private Contractors that perform the day-to-day management, serving children from 6 weeks through kindergarten. The current Contracts expire on August 31, 2011 and this RFP is to solicit for Contractors to perform management of the Centers for the next five years.

The two Centers are the 11th and Adams location and the 35th and Jefferson location. The 11th and Adams location is a full-day NAEYC accredited Child Care Center with 144 full time spaces for infants through preschool, plus a full day private kindergarten. It also offers half-time, flex-time and full-time rates. The 35th and Jefferson location is a full-day NAEYC accredited Child Care Center with 52 spaces for children ages six weeks thru pre-kindergarten.

OSU owns the facilities from which the Contractor's operate the Centers. The facility at the 11th and Adams location has 10 classrooms and space for a full-time equivalent enrollment capacity of approximately 144 children. The facility at the 35th and Jefferson location has 4 classrooms and space for a full-time equivalent enrollment capacity of approximately 52 children. The facilities are in full compliance with state certification, Corvallis City Building Codes and Health Department requirements.

The goal of the Centers is to provide moderately priced care for infants, toddlers, and preschool children. Provided care emphasizes appropriate child growth and development. This care also meets the minimum standards for state, county and city health and safety. While the primary focus of the Centers and this RFP is basic child care, the Contractor will have the opportunity to provide additional programs that exceed the minimum, on an "added fee" basis.

To aid OSU students in paying for child care, OSU's Childcare and Family Resources offers a student fee funded child care subsidy that can pay for up to 50% of a student parents total child care bill each term. Applications are accepted at the start of each academic term and subsidy amounts are based on financial need. Applications are available at the Childcare and Family Resources office, B-009D Kerr Administration building, at each of the 2 Centers and on-line.

To aid OSU faculty and staff in paying for child care, OSU Child Care Friend Raisers (CCFR) have established an Endowment Fund to provide an award to subsidize the cost of child care for OSU employees with financial need. Applications are due the first part of Fall term and are awards are paid January through December. Applications are available at the Childcare and Family Resources office, B-009D Kerr Administration building, at each of the 2 Centers and on-line.

2.03 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and 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 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 STATEMENT OF WORK

3.01 CONTRACT:

A Contract containing the statement of work for Child Care Services and the terms and conditions for the Contract that will result from this Request for Proposal is included at Attachment A. Provisions numbered 2-4 of the Contract deal specifically with statement of work. The other provisions in Attachment A are standard terms and conditions that will apply to the resulting Contract and should be considered by Proposer to determine rate and fee structure and whether Proposer can meet the requirements of a Responsive, Responsible Contractor.

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. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- a. Proposer has at least ten (10) years experience in providing Child Care Services or Proposer's principal executives have at least ten (10) years experience.
- b. Proposer has been awarded one or more similar contracts to provide Child Care Services onsite at a company, institution, non-profit or other organization.

4.02 PREFERRED QUALIFICATIONS:

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

- a. Proposer has been awarded similar contracts to provide Child Care Services to an institution of higher education.
- b. Proposer has experience operating a Child Care Center in the State of Oregon.
- c. Proposer augments childcare subsidy amounts through additional funding or reduced tuition.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and seven (7) duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

5.02 REQUIRED SUBMITTALS:

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposals should include the following information and be prepared, tabbed and submitted in the order given below:

a. Cover Letter:

Cover letter containing the name of the Center(s) your firm is proposing to provide service for and a executive summary of the salient features of your firm's Proposal, including capabilities, experience, conclusions and recommendations.

b. Proposer Qualifications:

Proposal documents detailing how the Proposer meets the Qualifications outlined in Section IV above including, at a minimum, the following:

- i. Proposer should describe their experience in providing child care services, including experience with providing these services to other universities.
- ii. Company Information including, but not limited to, the following:
 - The total number of employees
 - Year business started
 - State of incorporation
 - Location of headquarters
 - Owners
 - Project manager resume
 - Key staff, and areas of responsibility on this project
 - Key staff resumes
- iii. Proposers shall describe any and all pending litigation, charges or complaints relating to your company or the provision of child care services by any of the individuals you propose to provide services to OSU..

c. Contract Requirements:

Proposer shall include detailed information explaining how their Proposal meets the specific requirements identified in sections 2-4 of the Contract contained in Attachment A to this RFP. Specifically, Contractor should at a minimum address the following:

- i. Item 2.A. Level of Operation and Number of Children: Proposer must provide information on the proposed level of operation, the number of children that will be served and how Proposer will incorporate full and part time enrollment. Define full and part time enrollment if Proposer's definition varies from that in the Contract.
- ii. Item 2.B. Operating Calendar: Proposers must submit a plan for operating the Center on the schedule described in section 2.B of the Contract and during term breaks, holidays, and during the summer when enrollment levels and staffing requirements may be reduced.

Proposer must provide its vacation policy for OSU students, faculty, staff, and community. This should cover policy regarding school breaks, family vacations, and summer break.

Proposer should mention if their Proposal includes an operating schedule that adds extra hours on some recurring basis during the week or month. Examples are: open until 9:30 p.m. on Thursdays for parent's night out or evening child care for parents who have evening classes, and evening child care during finals week (Monday through Thursday) three times a year.

- iii. Item 2.C. Priority Enrollment Structure: Proposers must submit in their Proposals a wait list policy, any related fees and their enrollment process.

- iv. Item 2.D. Curriculum: Proposers must demonstrate the capability to design, implement, administer, and evaluate a high quality developmental child care curriculum without religious or political information dissemination.

Proposers are required to submit sample curriculum plans for full-time and part-time children, ages 6 weeks through kindergarten age. The sample curriculum plans should encourage children to be actively involved in the learning process, to experience a variety of developmentally appropriate activities and materials, and to pursue their own interests in the context of life in the community and the world.

Proposer should also indicate if any special programs or field trips are a part of the curriculum. Describe the costs of the special programs or field trips and how availability is made possible for those with financial need.

- v. Item 2.E. Nutrition: Proposers must provide a sample monthly menu that meets the USDA Food Program requirements, and includes at least one serving of fresh, not canned or frozen, fruit or vegetable each day.
- vi. Item 2.F. NAEYC Accreditation: Proposers are required to submit a plan for obtaining and adhering to the NAEYC goals, and shall state any previous experience with this process and proven record of obtaining NAEYC accreditation. The submitted plan will be reviewed for adequacy in meeting NAEYC requirements.
- vii. Item 2.G. Public Relations and Parental Involvement: Proposers must submit a plan of public relations and parental involvement for the purpose of achieving understanding and knowledge of the child care operation among the parents of Center's enrollees and potential enrollees. Samples of proposed, or currently utilized, documentation of this type will help define the Proposer's ability to fulfill this program. Also, describe how the parents will be encouraged to interact with the teachers and children.
- viii. Item 2.H. Communication: Proposers must submit in their Proposals how they plan to meet the Communication requirements listed in the Contract.
- ix. Item 2.I. Accounting: Proposer shall submit a plan describing how they will meet the accounting requirements in the Contract.
- x. Item 2.J. Conduct of Services: The Proposer must submit evidence of maintaining standards of operation, care, and management of the best quality available. Proposer should indicate the degree of prior experience with child care operations and the adequacy of financial resources available to the Proposer. The Proposer must demonstrate its educational and administrative capabilities by providing all pertinent applicable educational credentials and resumes of experience.
- xi. Item 2.K. Security: The Proposer must submit a security policy and procedure plan that clearly demonstrates the utmost precaution for the safety and security of all children enrolled in the Centers while on the premises or while arriving or departing.
- xii. Item 2.L. Staff Salaries and Benefits: Proposers must submit the details of their proposed salary and benefits structure for all positions. Proposer will also submit a comparison between Proposer's salary and benefits structure and at least two (2) other Child Care Centers within Corvallis providing similar programs and services.
- xiii. Item 2.M. Staff Salaries Training: Proposers must submit a plan for conducting periodic training.

xiv. Item 3. Rate and Fee Structure: Proposers shall provide a rate and fee structure for the first year of operation using the Attachment D, Rate and Fee Structure. Proposers shall provide a detailed rate and fee schedule which includes the tuition rates, registration fees, late pick-up fees, late payment fees, field trip and special class fees, and any other miscellaneous fees.

Proposer will also submit a comparison between Proposer's rates and fees and at least two (2) other Child Care Centers in Corvallis providing similar programs and services.

Proposer should also submit information about Proposer's access to agencies, organizations, or groups that can provide subsidies to parents for child care costs, if available.

xv. Item 4.D. Contractor Maintenance and Costs: Proposers shall submit a maintenance plan describing how they will meet the Contracts maintenance requirements for the facility. Plans should reflect a proactive stance on routine inspection of the facility; identification, follow-up and correction of problems; awareness of safety related maintenance; a sanitary environment for the children; and a professional appearance.

xvi. Item 4.F. Furnishing, Equipment and Supplies: Proposer shall provide a list of equipment they will furnish to operate the Centers and describe the adequacy and appropriateness of provided equipment to provide a safe and enriching experience for children as they pursue a variety of activities throughout the day.

- d. Attachment B, Certifications, fully completed.
- e. Attachment C, References, fully completed.
- f. Attachment D, Rate and Fee Structure, completed as indicated in item c.xiv. above.

6.0 EVALUATION AND AWARD

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 or are incomplete 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 in section 6.03. Scores will be used to determine Proposer's 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 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.

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 in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

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 NEGOTIATIONS:

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. 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 determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample Contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal sufficiency review or execution of the Contract.

6.03 EVALUATION CRITERIA:

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

<u>Evaluation Criteria:</u>	<u>Points:</u>
Proposer Minimum and Preferred Qualifications	250
Contract Requirements as broken out in the following areas:	250
- Level of Operation and Number of Children	10

- Operating Calendar	10	
- Priority Enrollment Structure	25	
- Curriculum	25	
- Nutrition	20	
- NAEYC Accreditation	25	
- Public Relations and Parental Involvement	8	
- Communications	10	
- Accounting	7	
- Conduct of Services	10	
- Security	10	
- Staff Salaries and Benefits	25	
- Staff Training	20	
- Rate and Fee Structure*	25	
- Contractor Maintenance and Costs	10	
- Furnishing, Equipment and Supplies	10	
TOTAL POSSIBLE POINTS		500

*Points for the Fee Structure will be awarded based on the lowest total cost. The Proposer who proposes the lowest cost to OSU will receive the maximum amount of points. Proposers whose cost is higher than the lowest will receive a fewer number of price points based on a percentage in relationship to the lowest cost Fee Structure.

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 further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. 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.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES:

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

7.02 REQUEST 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 should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.03 ADDENDA:

Only documents issued as Written Addenda by PaCS 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. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you should consult the OUS procurement website, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda

with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.04 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 Attachments and Addenda to the Request for Proposal.

7.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal 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.

7.06 SUBMISSION:

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

7.07 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.

7.08 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.

7.09 LATE SUBMITTALS:

Proposals and Written notices of modification or withdrawal must be received 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.

7.10 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.

7.11 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 Attachments, 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.

7.12 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 Attachments, or Addenda.

7.13 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Attachments, 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.

7.14 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.

7.15 LEGAL SUFFICIENCY REVIEW:

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

7.16 PROPOSAL RESULTS:

A notice of intent to award containing the Proposal results will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS 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.

7.17 PROPOSAL PREPARATION COST:

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

7.18 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.

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Proposer who feels adversely affected or aggrieved may submit a protest within seven (7) calendar 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.

ATTACHMENT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

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OREGON STATE UNIVERSITY

CONTRACT FOR THE PURCHASE OF
CHILD CARE SERVICES

[11TH and ADAMS][35TH and JEFFERSON] LOCATION
CONTRACT NO. [CONTRACT NO.]

This 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 Office of the Dean of Student Life ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number TB154061 entitled Child Care Services and 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 September 1, 2011 and expires on August 31, 2012. This Contract may be renewed, upon mutual agreement of the parties through written amendment, for four (4) additional one year terms based on the current terms and conditions provided that the total Contract Term does not extend beyond August 31, 2016, or as otherwise allowed by law.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. 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 sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished.

This Contract may also be terminated by OSU 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. The parties agree that this 10-day breach cure period will not apply where OSU determines that the Contract must be immediately terminated to protect the safety or well-being of the children placed in Contractor's care. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default, 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 reduce 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:

This Statement of Work is for the provision of Child Care Services at the [11th and Adams] [35th and Jefferson] Child Care Center ("Center") with a site address of [1262 SW Adams, Corvallis, Oregon] [3731 SW Jefferson Way, Corvallis, Oregon]. *[The appropriate location and site address will be selected above depending on the facility or facilities awarded to the Contractor.]*

Contractor is responsible for providing Child Care Services consistent with the provisions of this Contract and all ancillary services, functions or responsibilities related to the services referred to in this Contract that are normal, customary and incidental to the provision of such services or that are subtasks of such services, functions and responsibilities set forth herein, and are reasonably required for the proper performance and provision of such services, functions and responsibilities, whether they are documented or not, including relationship and Contract management.

A. LEVEL OF OPERATION AND NUMBER OF CHILDREN:

Contractor must operate a full-day Child Care Center at the address indicated above, serving children from 6 weeks through kindergarten age, for a full-time equivalent enrollment capacity of [144 children at the 11th and Adams location] [52 children at the 35th and Jefferson location]. The Center will serve children enrolled in full-time and part-time programs. *[The appropriate capacity and location will be selected above depending on the facility or facilities awarded to the Contractor.]*

B. OPERATING CALENDAR:

Contractor will operate the Center year-round with open hours from 7:00 a.m. until 6:00 p.m., Monday through Friday.

The Center will be open from 7:00 a.m. until 6:00 p.m. Contractor will provide and serve lunch, morning and afternoon snacks each day. The Center will run on a daily schedule that is developmentally appropriate for all children. The Contractor will develop weekly curriculum schedules that include self-selected, as well as teacher-guided activities. Afternoon sessions will be less structured. The afternoon will include a rest time with the opportunity for a nap (younger children may also be given the opportunity for a morning nap).

- i. Full-time care is defined as 30-45 hours per week.
- ii. Part-time care is defined as 10-30 hours per week.

The Center must be open per listed operating schedule unless OSU officially closes due to weather or other hazardous conditions that severely restrict access to campus or the Center. The Center must follow OSU's schedule for holiday closures.

C. PRIORITY ENROLLMENT STRUCTURE:

OSU students, faculty and staff will be given priority for admission of their children to the Center. Contractor will uphold the following priority enrollment structure established for the child care centers at OSU:

- Children enrolled prior to July 1 will not lose their places in the child care centers at OSU;
- OSU students will have first priority for openings;
- OSU faculty and staff will have second priority for openings;
- Siblings of currently enrolled children of OSU students, faculty and staff will be given priority before enrollment is opened to children of the general public; and
- Vacancies will then be filled from the waitlist with the priorities identified above applied to individuals on the waitlist.

The Contractor must be clear in its communication to parents regarding their waitlist status, the availability of space and confirmation of placement. Contractor must provide notification of waitlist status or confirmation of placement in writing. Contractor may notify parents of the availability of space in the most expedient manner possible followed up with written confirmation of placement.

The Center shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, or disability in regard to staffing or the admission of children for care.

D. CURRICULUM:

Contractor must design, implement, administer, and evaluate a high quality developmental child care curriculum. Religious or political information dissemination is not allowed.

Contractor is required to submit curriculum plan changes for full-time and part-time children, ages 6 weeks through kindergarten age to OSU for approval prior to implementation.

For field trips requiring vehicle transportation: OSU's transportation policy requires that school buses are used for transportation during field trips. Transportation by van will not be allowed.

E. NUTRITION:

Contractor must provide a menu that meets the USDA Food Program requirements, and includes at least one serving of fresh, not canned or frozen, fruit or vegetable each day.

F. NAEYC ACCREDITATION:

If Contractor does not already have accreditation through the National Association for the Education of Young Children (NAEYC), Contractor must initiate, immediately after Contract execution, and continuously follow standards leading to NAEYC accreditation at the Center. Contractor shall apply for this accreditation within one year of the effective date of the Contract. After Contractor obtains NAEYC accreditation, Contractor must continue to follow NAEYC standards and maintain the accreditation throughout the duration of this Contract and any subsequent renewals. The receipt and maintenance of this accreditation is a condition of this Contract.

G. PUBLIC RELATIONS AND PARENTAL INVOLVEMENT:

Contractor must create and maintain a plan of public relations and parental involvement for the purpose of achieving understanding and knowledge of the child care operation among the parents of Center's enrollees and potential enrollees. Contractor should identify opportunities where OSU and Contractor may work cooperatively on public relations and parental involvement and notify OSU of those opportunities.

- i. RECRUITMENT/EDUCATION: A recruitment and education effort in the range of ½% to 1% of gross revenues will be conducted by the Contractor. The program shall be directed to educate parents, the campus and greater community. The program must consist of at least the following:

- Parent Handbook (to provide an overview of the Child Care Program);
- Information about the Childcare and Family Resources office;
- Monthly Newsletters;
- Quarterly meetings with the OSU liaison for child care at OSU;
- Posters;
- Announcements in appropriate Campus/City media;
- Recruiting letters to potential clientele;
- Local Website at Child Care Center; and
- Email address at Child Care Center.

- ii. PARENTAL INVOLVEMENT: Contractor will develop and maintain a program that will inform and involve parents including, at a minimum, the following:

- Orientation for new families to include parental involvement opportunities and the type of information parents can expect to receive from the Contractor on an ongoing basis;
- Verbal and written accounts of their child's activities and progress;
- Parental observation and participation at the Center;
- Parenting information displays and library resources with access for parents; and
- Procedures to facilitate the transition by the child to the Center environment with arrival and departure time as the family's choice.

H. COMMUNICATION:

- i. QUARTERLY REVIEWS: It is mandatory that Quarterly Reviews be conducted between representatives of the Contractor and the OSU Childcare and Family Resources (CFR) office. These reviews will be scheduled by the CFR office and the director of the Child Care Center. The reviews will include, but are not limited to, discussion of what aspects of the Contract are going well, parental

suggestions received in the last quarter, as well as any necessary improvements, staff turnover, and child turnover.

- ii. ANNUAL REPORT: Contractor will report at least once per year to the OSU Student/Parent Advisory Board regarding the operation of the Center. A written report shall be at least a one page summary with an assessment of the contract year, including but not limited to an enrollment overview, staff development training, accidents or injuries, survey and assessment results, and any complaints.
- iii. FAMILY LIST: On October 1 and April 1, Contractor will provide OSU with a list of all families enrolled at the Center and a separate list of all the families on the wait list. These lists will include the parents' first and last name(s), e-mail addresses, whether they are an OSU student, faculty or staff or community member, and the first name, age and/or age group (infant/toddler/pre-k, etc.) of their children. Contractor must provide the OSU Childcare and Family Resources office with the names of families who exit from the Center within 1 week of the family leaving.
- iv. GRIEVANCES: Contractor must have a procedure in place to address grievances and this procedure must provide an opportunity for parents to escalate situations to OSU if they deem them to be unresolved by the Contractor. Contractor will report to OSU any grievances within the time specified below based on the type of grievance:
 - a. Major Grievance: Call OSU as soon as possible.
 - i. Any incident that requires emergency personnel presence;
 - ii. Any allegations of abuse toward a child; or
 - iii. Any other incident that the Center deems to be a major complaint.
 - b. Moderate Grievance: Call OSU within same business week.
 - i. A parent threatens to pull child out of Center;
 - ii. A family is placed on "warning"; or
 - iii. Any other incident that the Center deems to be a moderate complaint.
 - c. Minor Grievance: To be addressed at quarterly meeting with OSU.
 - i. Non-emergent complaints from families not meeting the definitions above (i.e., minor complaints regarding meals, facility, curriculum, staff)

I. ACCOUNTING:

- i. Contractor is responsible for collecting all rates and fees for providing the services and assumes full liability for all expenses to cover the operating costs for the Center, unless otherwise noted within this Contract. Contractor is responsible for paying all of Contractor's costs for labor, supplies, food, beverages and overhead. Services rendered and associated costs borne by the Contractor shall include but are not limited to the following:
 - a. Day-to-day management of the Center;
 - b. Food purchase, preparation and service, as prescribed by the USDA

- Food Program;
 - c. Personnel costs of Contractor's employees, including Social Security costs, salaries and wages, payroll costs, workers compensation, health insurance, and personnel development and training expenses;
 - d. Laundry, paper, disposable products, detergents and other kitchen and office supplies;
 - e. Maintaining first-aid equipment and supplies;
 - f. All expendable classroom supplies (e.g. paper, paints, crayons, clay), books and curriculum materials;
 - g. Public relations costs;
 - h. Accreditation process fees;
 - i. Necessary permits and licenses;
 - j. All financial accounting responsibility;
 - k. Reports as required by OSU, OCCD, and possibly USDA:
 - 1) OSU - annual report and financial statement; end-of-term report - enrollment and topics of concern
 - 2) Oregon Child Care Division (OCCD) - annual inspection
 - 3) USDA - monthly menu and accounting of those eating meals
 - l. Telephone - OSU Telecommunications will bill Contractor for telephone use; and
 - m. Insurance.
- ii. Contractor shall cooperate with administrative needs or requests by OSU in connection with the payment of any rates or fees covered by a subsidy program administered by OSU.
 - iii. At the end of each academic term the Contractor shall prepare and submit to OSU a report showing the number of children served, identifying the classification of the children served as children of OSU students, faculty, staff or members of the public and the rates or fees charged.
 - iv. Contractor will provide OSU with an independent auditor's report and financial statements for Contractor's immediately preceding fiscal year by November 1st of each year during the term of this Contract. Contractor will submit these records to OSU's Contract Administrator with copy to OSU's Departmental Administrator as identified in Section 6.J of this Contract.
 - v. Contractor will collect and remit taxes on rates and fees generated to appropriate taxing authorities. Contractor will be responsible for any and all applicable taxes.
- J. CONDUCT OF SERVICES:
- Contractor shall become fully acquainted with the conditions to be found at OSU including, but not limited to, the legal and tax requirements, the costs and circumstances involved in operating a Child Care Center in the state of Oregon. This responsibility will also include the requirements of local health, OSHA and State of Oregon certification standards.

Contractor shall comply with applicable laws, ordinances, regulations and rules of

Federal, State, and Local authorities relating to operating a Child Care Center.

K. SECURITY:

Contractor must maintain a security policy and procedure plan that OSU believes clearly demonstrates the utmost precaution for the safety and security of all children enrolled in the Center while on the premises or while arriving or departing.

L. STAFF SALARIES AND BENEFITS:

Salaries and benefits of staff at all levels must be commensurate with or exceed salaries of comparable Child Care Centers within Corvallis.

M. STAFF TRAINING:

The Contractor must conduct periodic training that meets state certification standards for operation of a Child Care Center.

3. RATE AND FEE STRUCTURE:

Contractor's only form of payment and reimbursement under this Contract will be through the established rates and fees collected from the child care clients. Contractor's approved rate and fee structure is attached to this Contract as Exhibit A.

There will be no increase to the rates and fees during the initial term of the Contract. Rates and fees will remain the same for subsequent renewal terms, unless there is an approved cost increase in connection with the provision of Services hereunder. In that circumstance, Contractor may request approval from OSU to make appropriate increases to the affected rate or fee in Exhibit A attached hereto, provided that Contractor gives OSU at least sixty (60) days notice before a renewal term when such rate or fee increase would go into effect. Any such rate or fee increase must be supported by reasonable documentation, receipts, or such other information as OSU may reasonably request to verify the amount of any such rate or fee increase. Rate or fee increases will be negotiated between the Contractor, OSU's Contract Administrator and OSU's Departmental Administrator with final consent of OSU's Student/Parent Advisory Board prior to the renewal term. Any such increase will be documented in the amendment renewing the term of the Contract.

4. FACILITY:

A. DESCRIPTION OF PHYSICAL FACILITY:

OSU will provide the facility for operation of the Center. [The 35th and Jefferson Street facility consists of 4 classrooms and an outside, fenced, play area, see Exhibit B for the floor plan.] [The 11th and Adams Street facility consists of 10 classrooms and an outside, fenced, play area, see Exhibit B for the floor plan.] [The appropriate location will be selected above depending on the facility or facilities awarded to the Contractor.]

B. FACILITY USE FEE:

For use of the facility at the 11th and Adams location, Contractor shall pay to OSU an annual Facility Use Fee of \$12,500 no later than January 1st for the upcoming period January 1st through December 31st. A prorated Facility Use Fee will be due upon

Contract execution for the time period from Contract execution through December 31st of the year of execution, if Contractor has not already paid the Facility Use Fee. Contractor's payment should be made payable to Oregon State University and delivered or mailed to Childcare and Family Resources, B009 Kerr Administration, Corvallis, OR 97331. Collection and annual payment to OSU of this fee will be the responsibility of the Contractor.

For use of the facility at the 35th and Jefferson location, Contractor shall pay to OSU an annual Facility Use Fee of \$4,600 no later than January 1st for the upcoming period of January 1st through December 31st. A prorated Facility Use Fee will be due upon Contract execution for the time period from Contract execution through December 31st of the year of execution, if Contractor has not already paid the Facility Use Fee. Contractor's payment should be made payable to Oregon State University and delivered or mailed to OSU Real Property, 644 SW 13th Street, Corvallis, OR 97333. Collection and annual payment to OSU of this fee will be the responsibility of the Contractor.

[The appropriate clause will be selected above depending on the facility or facilities awarded to the Contractor.]

There will be no increase to the Facility Use Fee during the initial term of the Contract. The Facility Use Fee will remain the same for subsequent renewal terms, unless OSU experiences or anticipates that its own costs have or will increase in connection with the provision of the Facility. OSU will provide notice of any increases in the Facility Use Fees at least one hundred twenty (120) days before a renewal term when such Facility Use Fee increases would go into effect. Any such increase will be documented in the amendment renewing the term of the Contract.

C. SERVICES AND UTILITIES:

OSU will arrange for the utilities and services listed below to be furnished to the facility and will pay for said utilities and services:

- Water
- Sewer
- Electricity
- Gas and Fuel Oil
- Trash Removal
- Janitorial Services as detailed in Exhibit C
- Landscape Maintenance

D. CONTRACTOR MAINTENANCE AND COSTS:

Contractor will be responsible for providing all program-related cleaning and maintenance not specifically covered by OSU. Contractor must keep the facility in clean and sanitary condition. Contractor is responsible for providing any cleaning supplies required by Contractor for program-related cleaning.

E. FACILITY CHANGES AND IMPROVEMENTS:

Contractor will be responsible for the cost of any structural changes to the facility, with the exception of the following: OSU will be responsible for the cost of any

structural changes mandated by general laws, including without limitation, the Americans with Disabilities Act or environmental protection laws, unless such changes are required because of Contractor's specific use.

Contractor will not make structural changes to the facility without the express written consent of OSU. Contractor will make requests for structural changes to the facility to OSU's Contract Administrator, and the request must include sufficient details and related costs for OSU to adequately understand the desired changes.

F. FURNISHING, EQUIPMENT AND SUPPLIES:

Contractor may place nonpermanent fixtures, partitions, personal property, and the like in the facility and may make nonstructural improvements and nonstructural alterations to the facility at its own expense. Contractor will retain ownership of all nonpermanent fixtures, partitions and personal property placed in the facility by Contractor. Contractor will provide and replace any equipment, furniture, toys and minor appliances required to operate the Center.

OSU will provide and replace major appliances, permanent facility fixtures and flooring that require replacement due to normal wear and tear. Major appliances, permanent facility fixtures and flooring shall be repaired and replaced at Contractor's sole cost and expense when due to Contractor's negligent or willful misuse that results in premature wear or deterioration of the appliances, facility fixtures or flooring.

G. CONTROL OF KEYS:

Contractor is responsible for control of keys obtained from OSU. The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of the lost, misplaced or stolen keys. OSU will be responsible for replacement or repair of lock cylinders that are not functioning properly through no willful or negligent action of Contractor.

H. INSPECTION OF FACILITY: Designated OSU Administrators and members of the OSU Student/Parent Advisory Board have the right to inspect the Center at any time, with or without advance notice to Contractor.

5. INSURANCE AND INDEMNIFICATION:

A. LIABILITY INSURANCE.

During the term of this Contract, Contractor shall maintain in force at its own expense Comprehensive Auto Liability Insurance, General Liability Insurance, and Directors and Officers Liability Insurance, to cover injury, death, errors, omissions or negligent acts related to the goods or services provided under this Contract. Contractual, product and completed operations liability combined single limit per occurrence shall not be less than \$5,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$5,000,000, when applicable. General Liability Insurance coverage shall include an endorsement extending coverage for Abuse and Molestation without exclusion. Contractor shall ensure that insurance policies are issued by an

insurance carrier 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. Contractor shall ensure that OSU and OSU's employees and agents are included as additional insureds in said insurance policy.

B. 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.

C. PROPERTY INSURANCE.

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

D. PRIMARY COVERAGE.

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

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, upon request. In such case, Contractor shall ensure that the Certificate(s) specifies all additional insureds (or loss payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

F. NOTICE OF CANCELLATION OR CHANGE.

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator.

G. INDEMNITY AND RESPONSIBILITY FOR DAMAGES.

- a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any

claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.

- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

6. GENERAL TERMS AND CONDITIONS:

A. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain books, records, documents, and other evidence and 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. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. 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.

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 anytime. Contractor shall bear the full cost of such independent third-party audit.

B. ASSIGNMENT/SUBCONTRACT/SUCCESSORS.

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written

approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

C. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. 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 the paragraph above, 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.

D. COMPLIANCE WITH APPLICABLE LAW.

The parties shall at all times comply with all 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. 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) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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.

E. CONFIDENTIALITY.

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

F. 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.

G. FORCE MAJEURE.

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

H. GOVERNMENT EMPLOYMENT STATUS:

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

I. 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.

J. NOTICE.

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

OSU Contract Administrator
Tamara J. Bronson, CPPO
Procurement Supervisor
Procurement and Contract Services
644 SW 13th Street
Corvallis, Oregon 97333
(541) 737-8044
(541) 737-2170
tamara.bronson@oregonstate.edu

and: OSU Departmental Administrator
Stephanie Duckett
Director
Childcare and Family Resources
B009-D Kerr Admin Building
Corvallis, OR 97331-1330
(541) 737-4906
(541) 737-6157
stephanie.duckett@oregonstate.edu

CONTRACTOR Contract Administrator

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

K. 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.

L. OSU NAME AND TRADEMARK.

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

M. PARKING.

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

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

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any purchases pursuant to this Contract by a public agency other than OSU are directly between the Contractor and the public agency and the obligations and rights of OSU under this Contract, except for the Administrative Fee (which shall be paid to OSU and not to the other public agency), are that of 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.

O. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

P. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed.

Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

Q. 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.

R. SEVERABILITY.

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

S. SEXUAL HARASSMENT.

The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

T. 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.

U. 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.

V. WAIVER.

The waiver by either party of any breach of this Contract by the other party shall not waive subsequent breaches of the same or different kind. The failure of either party to enforce any rights under this Contract in a particular instance shall not operate as a waiver of said party's right to enforce the same or different rights in subsequent instances.

W. ENTIRE CONTRACT.

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. No amendment, consent, or waiver of terms of this Contract shall bind either party unless 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.

7. 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 OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;
- D. The undersigned hereby certifies under penalty of perjury that 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 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

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

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

EXHIBIT A
RATE AND FEE STRUCTURE

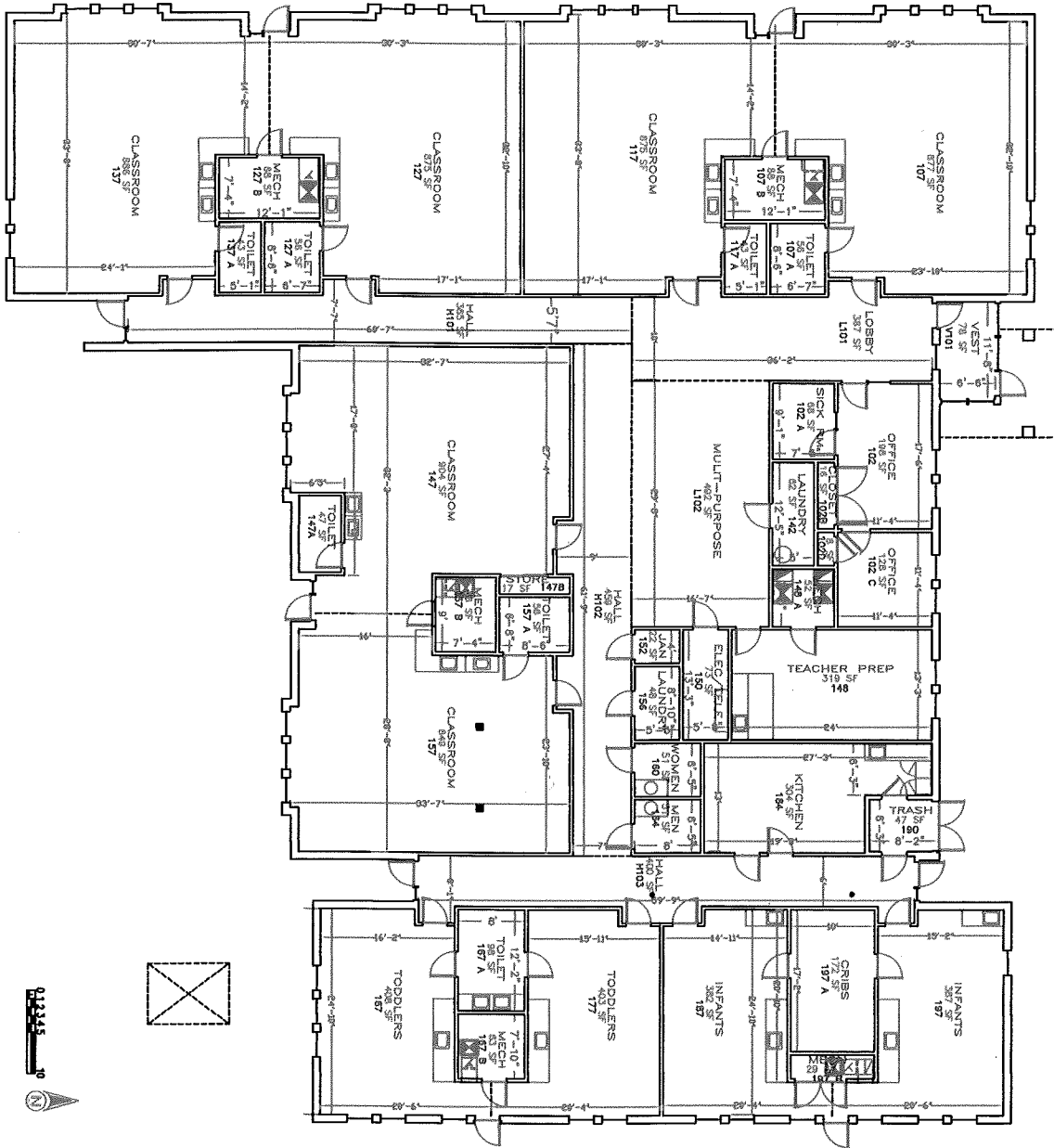
[Contractor's rate and fee structure will be added after award and before Contract execution.]

EXHIBIT B
FACILITY FLOOR PLAN

[The appropriate facility floor plan will be selected depending on the facility awarded to the Contractor.]

[Remainder of this page left intentionally blank]

Exhibit B Facility Floor Plan 11th and Adams



X X

0188-1



ADAMS HALL
606 S.W. 15th STREET
CORVALLIS, OREGON
97331-2001
(503) 737-4421

OREGON
STATE
UNIVERSITY

CHILD
CARE
CENTER

FIRST
FLOOR

SCALE: 1/8" = 1'-0"

SQ. FT. AREAS
BUILDING NO. 0188
GROSS AREA 17,542
NET USABLE AREA 11,000
NET UNUSABLE AREA 6,542

SHEET NO. 1
DATE: APRIL 93
BY: BFL/AL

Exhibit B
Facility Floor Plan
35th and Jefferson

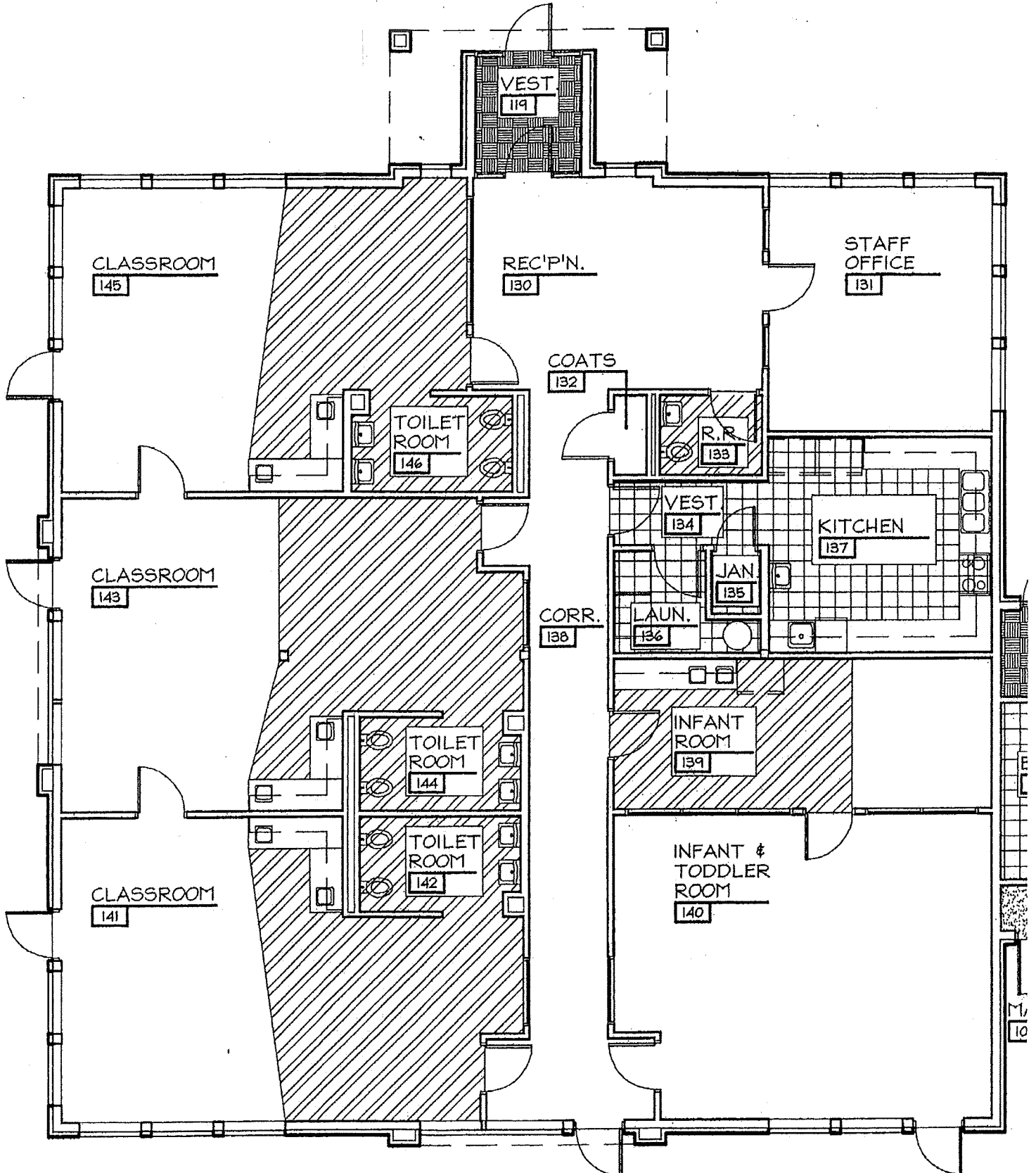


EXHIBIT C
OSU PROVIDED JANITORIAL SERVICES
[11TH and ADAMS][35th and Jefferson]

[The location will be selected depending on the facility awarded to the Contractor.]

OSU provides the janitorial service tasks listed below at the [11th and Adams][35th and Jefferson] location. The Office areas are a Service Level 1 indicating that the applicable tasks for the type of area are performed one day per week. The Classrooms, Hallways, Lobbies, Vestibules and Restrooms are a Service Level 5 indicating that the applicable tasks for the type of area are performed five days per week. OSU is responsible for filling dispensers with hand soap, paper towels, toilet paper and replacing burned out light bulbs.

ALL AREAS

- Remove Trash – Building Interiors
- Dust Mop and/or Sweep/Vacuum Non-Carpeted Floors
- Wet Mop – Debris/Spot Free
- Clean Drinking Fountains
- Vacuum Carpets – Debris Free
- Change Burned-out Lights
- Report Maintenance Items
- Secure All Areas Post Cleaning – Only Responsible for area that were cleaned that night

BUILDING ENTRANCES

- Clean Interior Entrance Mats – Debris Free
- Spot Clean Entrance Door Glass – Both Sides
- Building Security – Exterior Locking and Unlocking per OSP Schedule

CLASSROOMS

- Restore Furniture to Standard Arrangement
- Clean Chalkboards/Whiteboards

KITCHEN/BREAKROOMS

- Clean Tables, Counters, and Sinks as Available – Do Not Move Any Items

RESTROOM/LOCKEROOM/SHOWERS

- Clean Mirrors
- Refill Paper Products Dispensers
- Refill Soap Dispensers
- Clean and Disinfect Sinks
- Clean and Disinfect Toilets and Urinals

- De-scale Toilets and Urinals – As Needed
- Spot Clean Walls, Partitions, Doors, Remove Graffiti
- Clean Floor Drain
- Mop and Disinfect Floor
- Clean and Disinfect All Touch-Points
- Dust Locker Tops and Other Surfaces
- Mop/Disinfect Runners

5 DAYS A WEEK

- Stairs – Debris/Spot Free

WEEKLY TASKS

- Spot Clean Tables, Student Seats, Desks – Classrooms Only
- Vacuum Pool(s)
- Empty Ashtrays and Receptacles
- Sweep 10' Outside from Main Entrance Including Steps

MONTHLY TASKS

- Dust Common Area/Classrooms – 6' and Below (Permanent Fixtures Only)
- Locker Rooms/Showers – Scrub/Power Wash Shower Walls, Ceiling and Floor
- Scrub Pool Deck(s)

ANNUAL TASKS

- Hard Surfaces Scrub/Buf ¹

AS REQUESTED TASKS

- Carpet Spot Removal (2' Radius or Less) ²

¹ Hard surfaces are on a 5 year hard surface floor care plan and will be stripped and refinished according to that plan. Requests for stripping or refinishing outside of the 5 year plan will be at Contractor's sole expense.

² Carpet cleaning of the entire floor IS NOT part of the OSU provided janitorial services. Contractor is responsible for all costs associated with carpet cleaning of the entire floor.

**ATTACHMENT B
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to 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 Attachments 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

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

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

ATTACHMENT 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: _____	

ATTACHMENT D RATE AND FEE STRUCTURE
--

Full-Time Monthly Tuition (weekly x 4.33)

	Student Rate	Faculty Rate	Community Rate
Infant (to 12 months)			
Toddlers (12-24 month)			
Two's			
Preschool (3-4 year)			
Kindergarten			

Half-Time Monthly Tuition (weekly x 4.33)

	Student Rate	Faculty Rate	Community Rate
Infant (to 12 months)			
Toddlers (12-24 month)			
Two's			
Preschool (3-4 year)			
Kindergarten			

Part -Time Monthly Tuition (weekly x 4.33)

	Student Rate	Faculty Rate	Community Rate
Infant (to 12 months)			
Toddlers (12-24 month)			
Two's			
Preschool (3-4 year)			
Kindergarten			

Any additional details regarding Tuition offerings should be included in the text, and/or an attachment in similar format to previous page.

	Student Rate	Faculty Rate	Community Rate
Fee Schedule			
Registration Fee			
Late Payment of Tuition Fee			
Late Pick-up Fee			
Bad Check Fee			
Other Fees; list			