



**INVITATION TO BID  
No. JF160934B**

**PHONE SYSTEM UPGRADES**

**BID DUE DATE AND TIME:**  
October 1, 2012 (2:00 PM, PST)

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 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS:

- Invitation to Bid Issue Date.....September 17, 2012
- Deadline for Request for Clarification or Change.....September 21, 2012 (4:00 pm, PST)
- Bid Due Date and Time.....October 1, 2012 (2:00 pm, PST)

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

### 1.02 PRE-BID CONFERENCE:

A Pre-Bid Conference will not be held.

### 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 Invitation to Bid. Address all concerns or questions regarding this Invitation to Bid to the Administrative Contact identified below:

### 1.04 ADMINISTRATIVE CONTACT:

Name: James Figgins  
Title: Purchasing Analyst III  
Telephone: 541-737-6995  
Fax: 541-737-2170  
E-Mail: James.figgins@oregonstate.edu

### 1.05 DEFINITIONS:

As used in this Invitation to Bid, 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 Invitation to Bid.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Invitation to Bid.
- c. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
- d. "Bidder" means an entity that submits a Bid in response to an Invitation to Bid.
- e. "Bid Due Date and Time" means the date and time specified in the Invitation to Bid as the deadline for submitting Bids.
- f. "Invitation to Bid" (ITB) means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are 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 Bid that has substantially complied in all material respects with the criteria outlined in the Invitation to Bid.
- 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 Bidders to submit Bids for providing equipment and software to upgrade phone systems at the

following institutions; Hatfield Marine Science Center, Oregon state University, Oregon State University – Cascade Campus, and Pittock.

#### 2.02 BACKGROUND:

OSU presently uses these services and wishes to upgrade its' equipment as stated in Exhibit D, Statement of Work & Specifications and shown in Exhibit E, Phone Architectures.

#### 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 SPECIFICATIONS / STATEMENT OF WORK**

#### 3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications below.

- a. As specified in Exhibit D – Statement of Work & Specifications.
- b. As shown in Exhibit E – Phone Architectures.

#### 3.02 TERMS AND CONDITIONS:

OSU's terms and conditions governing the purchase resulting from this ITB are included at Exhibit A.

### **4.0 BIDDER QUALIFICATIONS**

#### 4.01 MINIMUM QUALIFICATIONS:

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

- a. Bidder must be an Avaya Platinum certified business partner.

### **5.0 REQUIRED SUBMITTALS**

#### 5.01 QUANTITY OF BID:

Submit one (1) original Bid and three (3) duplicate copies. Mark original Bid as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Bids should contain the submittals listed in this section below:

## 5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this Invitation to Bid. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required and optional specifications described in section 3.
  - Bidder must list which hardware items are new and which hardware items are refurbished.
  - Bidder must list the warranty period for each piece of equipment
- Detailed information about how the Bidder meets the minimum qualifications detailed in section 4.
  - The bidder must provide a letter validating they are an Avaya Platinum certified business partner.
- Complete and itemized pricing of the goods and software installation services requested.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.

## **6.0 EVALUATION AND AWARD**

### 6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the Invitation to Bid, Exhibits and Addenda. OSU may engage in any of the processes identified in the applicable Oregon Administrative Rules to determine Contract award.

### 6.02 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Bidder 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 Bid, interviews, references, OSU or any other source. 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 BIDDERS**

### 7.01 APPLICABLE STATUTES AND RULES:

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

### 7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

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

are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

#### 7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the Invitation to Bid 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 Bidder's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Invitation to Bid 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 ITB Number and Title.

#### 7.04 ADDENDA:

Only documents issued as Written Addenda by PaCS serve to change the Invitation to Bid in any way. No other direction received by the Bidder, written or verbal, serves to change the Invitation to Bid. PaCS will notify potential Bidders through publication of the Addenda on the OUS procurement website. If you have received an Invitation to Bid you should consult the OUS procurement website, prior to Bid submittal, to assure that you have not missed any Addenda. Bidders are not required to return Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by the Addendum into their Bid. Failure to do so may, in effect, make the Bid non-Responsive, which may cause the Bid to be rejected.

#### 7.05 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 Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid.

#### 7.06 PUBLIC RECORD:

Upon completion of the Invitation to Bid process, information in your Bid 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 Bid contains what the Bidder considers a "trade secret" the Bidder 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.

#### 7.07 SUBMISSION:

Bids must be submitted in a sealed envelope and be delivered to the submittal location listed on the Invitation to Bid cover sheet no later than the Bid Due Date and Time. Bidder must specify on the outside of the envelope the Invitation to Bid number, the Invitation to Bid title and the Bid Due Date and Time. **E-MAIL OR FACSIMILE BIDS WILL NOT BE ACCEPTED.**

#### 7.08 MODIFICATION:

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

#### 7.09 WITHDRAWALS:

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

#### 7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. OSU may not accept or consider late Bids, modifications, or withdrawals except as permitted in OAR 580-061-0120.

#### 7.11 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids will be announced. No other information regarding the content of the Bids will be available.

#### 7.12 BIDS ARE OFFERS:

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

#### 7.13 CONTINGENT BIDS:

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

#### 7.14 RIGHT TO REJECT:

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

#### 7.15 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.

#### 7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Invitation to Bid, 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 Invitation to Bid, Exhibits, and Addenda.

#### 7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the PaCS Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the protest period, the file will be available by making a Public Records Request to OSU.

#### 7.18 BID PREPARATION COST:

OSU is not liable for costs incurred by the Bidder during the Invitation to Bid process.

#### 7.19 BID CANCELLATION:

If an Invitation to Bid is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of OSU's permanent Bid file.

7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Bidder 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 Invitation to Bid number and title. The rules governing protests are at OAR 580-061-0145.

## EXHIBIT A TERMS AND CONDITIONS

These Standard Terms and Conditions for Goods shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

### 1. DEFINITIONS:

As used in this Contract, the terms set forth below are defined as follows:

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
  - i. The Solicitation Document and its Attachments and Addenda, if any; and
  - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of goods pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

### 2. ACCESS TO RECORDS:

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.

### 3. AFFIRMATIVE ACTION:

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.

### 4. 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.

### 5. 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.

### 6. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the 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) Sections 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.

### 7. CONFIDENTIALITY:

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



#### **8. DELIVERY:**

All deliveries are F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the Solicitation Documents or on the face of the Purchase Order issued by OSU. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.

#### **9. EXPORT CONTROL:**

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

#### **10. 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.

#### **11. GOVERNMENT EMPLOYMENT STATUS:**

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

#### **12. INDEMNITY, 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.

#### **13. INSPECTIONS:**

Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

#### **14. INSURANCE:**

Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than four million dollars (\$4,000,000) aggregate, unless otherwise specified in writing by OSU. 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. If requested, Contractor shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration commiserate with the statute of limitations for tort claims in Oregon.

#### **15. INVOICES:**

Contractor shall send invoices to OSU for goods and services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:

- a. The Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

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

#### **16. NECESSARY COMPONENTS:**

Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

#### **17. NON-COMPLIANCE:**

If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

**18. NOTICE:**

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and delivered to the other party via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

**19. 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.

**20. 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 picked up from OSU's Office of Transit & Parking Services.

**21. RECYCLABLE PRODUCTS:**

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

**22. RETIREMENT SYSTEM STATUS:**

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.

**23. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:**

goods 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.

**24. 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.

**25. 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.

**26. STANDARD COMPONENTS:**

Unless specified, Contractor shall provide goods with all components and accessories that the manufacturer lists as "standard" for goods.

**27. 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.

**28. TAX COMPLIANCE CERTIFICATION:**

Contractor certifies under penalty of perjury 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.

**29. 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 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.

**30. 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.

**31. WAIVER:**

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**32. WARRANTIES:**

Unless specified, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for goods and carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.

**33. 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.

**34. MERGER:**

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**EXHIBIT B  
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder 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 Bidder and that Bidder 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 Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid; and
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Bid.

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

If Bidder is awarded a contract from this Invitation to Bid, Bidder 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: \_\_\_\_\_

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

---

**REFERENCE 2**

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

---

**REFERENCE 3**

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

---

**EXHIBIT D**  
**STATEMENT OF WORK & SPECIFICATIONS**

**Locations**

This specification details campus specific requirements for an overall OUS series of common systems. This specific specification applies only to the following locations

<b>Location</b>	<b>Sold-To</b>	<b>RFA SID</b>
Hatfield Marine Science Center (HMSC)	3034261	148440
Oregon State University (OSU)	3034479	26718
Oregon State University – Cascades Campus (OSU-CC)	5040583	26718 MID: 2
Pittock	5110152	113282

All references to locations other than those listed above are merely there to assist the vendor in their understanding of how this upgrade will work on an OUS-wide scale.

**Configurations**

**HMSC**

**Current Configuration**

- Summary
  - Single S8300C running Communication Manager 5.2.1
  - 2 G450 media gateways
- Detail (email [inoc@ous.edu](mailto:inoc@ous.edu) for configuration detail package)

**Post Upgrade Configuration**

- Single S8300D running the latest version of Aura Communication Manager

**OIT (Informational – Do not bid)**

**Current Configuration**

- Summary
  - Dual S8730's running Communication Manager 5.2.1
  - One stack of IPSI connected G650 carriers
- Detail (email [inoc@ous.edu](mailto:inoc@ous.edu) for configuration detail package)

**Post Upgrade Configuration**

Dual S8800's running the latest release of Communication Manager – Evolution

**OSU**

**Current Configuration**

- Summary
  - Dual S8730's running Communication Manager 5.2.1
    - One stacks of IPSI connected G650 carriers
    - Nine IPSI connected MCC cabinets
    - One G700 gateway with S8300C LSP

- One G450 gateway
- CMS r14
  - 5 ACDs
    - OHSU – 1000 agents
    - OSU – 100 agents
    - PSU – 300 agents
    - SOU – 50 agents
    - UO – 200 agents
- Avaya Integrated Management 5.2
  - Fault and Performance Manager (Virtualized)
  - Multi-site Administration (Virtualized)
  - Software Update Manager (currently decommissioned)
  - VoIP Monitoring Manager (currently decommissioned)
  - Converged Network Analyzer (currently decommissioned)
  - VAL Manager (client installed at EOU, OIT, OSU, SOU, UO)
  - Site Administration (client installed at EOU, OIT, OSU, SOU, UO)
- SAL gateway
- Detail (email [inoc@ous.edu](mailto:inoc@ous.edu) for configuration detail package)

### Post Upgrade Configuration

- Dual S8800's running the latest release of Communication Manager – Evolution
  - S8300D LSP in media gateway 1
- S8800 running the latest release of Session Manager and System Manager.
  - Geo-redundant with system at SOU
- CMS r14 (leaving 'old' system in place)
  - 2 ACDs (OHSU – 1000 agents, PSU – 300 agents)
- CMS Latest version
  - 3 ACDs (OSU – 100 agents, SOU – 50 agents, UO – 200 agents)
  - 15 CMS Supervisor logins (OSU – 5, SOU – 2, UO - 8)
- AIM (and/or similar Avaya system) latest version
- 2 SAL gateways

### OSU-CC

See OSU references to media gateway 1 LSP

### Pittcock

#### Current Configuration

- Summary
  - Single S8300C running Communication Manager 5.2.1, Session Manager, and IA770
  - 1 G450 media gateway
- Detail (email [inoc@ous.edu](mailto:inoc@ous.edu) for configuration detail package)

#### Post Upgrade Configuration

- Single S8300D running the latest version of Aura Communication Manager with voice mail

### SOU (Informational – Do not bid)

#### Current Configuration

- Summary
  - Dual S8730's running Communication Manager 5.2.1

- Two stacks of IPSI connected G650s
- Session Manager 5.2 on an S8500C
- Detail (email [inoc@ous.edu](mailto:inoc@ous.edu) for configuration detail package)

#### **Post Upgrade Configuration**

- Dual S8800's running the latest release of Communication Manager – Evolution
- S8800 running the latest release of Session Manager and System Manager.
  - Geo-redundant with system at OSU

## **Scope of Work/Bid Requirements**

### **FOR ALL LOCATIONS**

Unless otherwise stated in the sections for each specific location, the following items in this section will apply to all locations and systems.

#### **Bidder Certification Requirements**

Bidder must be an Avaya Platinum certified business partner.

#### **Shipping Costs**

All shipping costs are FOB equipment locations, prepaid and allowed. Costs must be contained in the bid.

#### **Hardware and Licensing Invoices**

Winning bidder's invoices for hardware and licensing must arrive at the customer's as soon as possible.

#### **Requirements for Hardware**

- Bid response must clearly indicate which hardware items are new (never used) and which hardware items are refurbished.
- Bid response must clearly indicate which hardware items are covered by a warranty, the length of the warranty, and the warranty terms.
- All hardware items shipped to the customer site that are recommended to be replaced by an Avaya Product Correction Notice shall be replaced by the winning bidder at no cost to the customer.

#### **Enterprise Software Licensing Program**

All locations currently participate in the Enterprise Software Licensing Program (ESLP), a special Avaya program that provides upgrade protection, through a contract that expires September 27, 2012. These upgrades will be governed, in part, by this ESLP contract. In order to maintain compliance with ESLP contract parameters, you will need to coordinate with the following Avaya contact:

Brant Schooler  
 Account Mgr, OR/WA  
 503.858.3601  
[baschooler@avaya.com](mailto:baschooler@avaya.com)

#### **Licenses**

Through a long series of errors, not all locations have received all license entitlements due them that were supposed to be included with previous versions of Communication Manager. The winning bidder must make current all licensing



entitlements due for all versions of Communication Manager through to the most current release of Aura Communication Manager 6.X

As an example, EC500 license counts should match station license counts. In some locations, they do not. The winning bidder will be responsible for finding all lacking entitlements and bringing them current.

### **Avaya System Records**

In order for us to obtain proper maintenance and support from Avaya for our systems under current and going forward contracts, it is imperative that Avaya's records are properly updated. The winning bidder will be responsible for ensuring that, post-upgrade, Avaya has properly documented all new hardware, software, and licensing related to the upgrade.

### **System Installation Certification**

Should Avaya require that system installations are certified by appropriate personnel, vendor will make sure all installations are certified for support from Avaya. In an effort to remain environmentally conscious, as much as is possible, vendor should utilize new technologies rather than on-site visits to perform certifications (for instance, remote access, emailed videos and pictures, etc.).

### **Copies of Electronic Information**

The winning bidder will be responsible for ensuring customer has access to electronic copies of all software, firmware, license files, and system installation, administration, and maintenance documentation. With the exception of license and authentication files, this can be done by either providing actual electronic copies, or providing access to electronic copies that are easily downloadable. Should the winning bidder decide to provide *some* of this access through either Avaya's (or other 3rd party) web/licensing infrastructure (i.e. <http://support.avaya.com>) then, for 90 days after upgrade, should we find it difficult to access the above designated information, the winning bidder will be responsible for assisting us to gain access.

The winning bidder will provide emailed copies of any license and/or authentication files that are necessary during the installation process to the following email address: [inoc@ous.edu](mailto:inoc@ous.edu) The intended purpose of the license and/or authentication file that is emailed must be stated in the body of the email (for instance: Avaya Aura Communication Manager 6.2 License File).

### **Hardware Installation**

All hardware installation will be done by the customer.

### **Software Installation**

Vendors should bid the following options for each system.

1. Customer installs and configures all software without vendor assistance
2. Customer installs and configures all software while vendor is available, via telephone and email, for questions.
3. Customer installs system to a 'base' level that allows remote vendor access, then, vendor installs remaining software from a remote location. For instance, for Communication Manager the customer would install System Platform and provide remote access for the vendor to install Communication Manager. Vendor would then install and configure Communication Manager.

Translations and other customer data will be migrated to the upgraded systems by the customer.

### **System Cut-over**

- Customer will perform cut-overs, and vendor will be on-call during the cut-overs for remote emergency assistance.
- Cut-overs will happen sometime between 6pm and 6am Pacific time (overnight/out of business hours).

## **HMSC**

Upgrade of existing S8300C to S8300D running the latest version of Communication Manager

## **OIT (Informational – Do not bid)**

Upgrade of existing S8730 servers to S8800 servers running the latest version of Communication Manager

## **OSU**

- Upgrade of existing S8730 servers to S8800 servers running the latest version of Communication Manager
  - Upgrade of existing media gateway 1 LSP at OSU-CC from S8300C to S8300D
- Upgrade existing CMS to latest version
  - Please quote only the following options for software installation
    1. Vendor ships hardware to one of their own (corporate/technical) offices installs system to a 'base' level that allows remote vendor access, then ships the hardware to OSU for 'rack and stack'. Vendor would then perform all remaining software installation, configuration, data migration, and system cut-over, utilizing OSU personnel as their “hands on” personnel during the entire process.
    2. Customer installs hardware. Vendor performs on-site software installation, configuration, data migration, and system cut-over.
  - Please quote, per ACD, the cost to migrate customer data for ACDs (OSU, SOU, UO).
  - New system should only be licensed for (OSU, SOU, UO)
  - Current CMS system will stay on-site and under OSU ownership and continue to function for ACDs (OHSU, PSU).
- Installation of a new SAL gateway that supports (as is applicable) all systems included in this ITB as well as the following systems:
  - Modular Messaging at OIT
  - Modular Messaging at OSU
- Upgrade existing Avaya Integrated Management (AIM) system(s) to latest release(s) or equivalent systems (equivalent system should be quoted if AIM has an official Avaya migration path). Keep in mind that, as much as is practical, management systems will reside on virtualized Linux instances running on already existing hardware at OSU.
  - The following AIM packages are installed at OSU
    - Fault and Performance Manager
    - Multi-site Administration
    - VAL Manager
    - Site Administration
    - Software Update Manager
  - The AIM packages support all Avaya systems diagrammed in this ITB
- Installation of a new Session Manager with System Manager running on a single S8800 server with a geo-redundant server residing at SOU. This will support all Avaya PBXs in this ITB

## **OSU-CC**

See OSU media gateway 1

## **Pittcock**

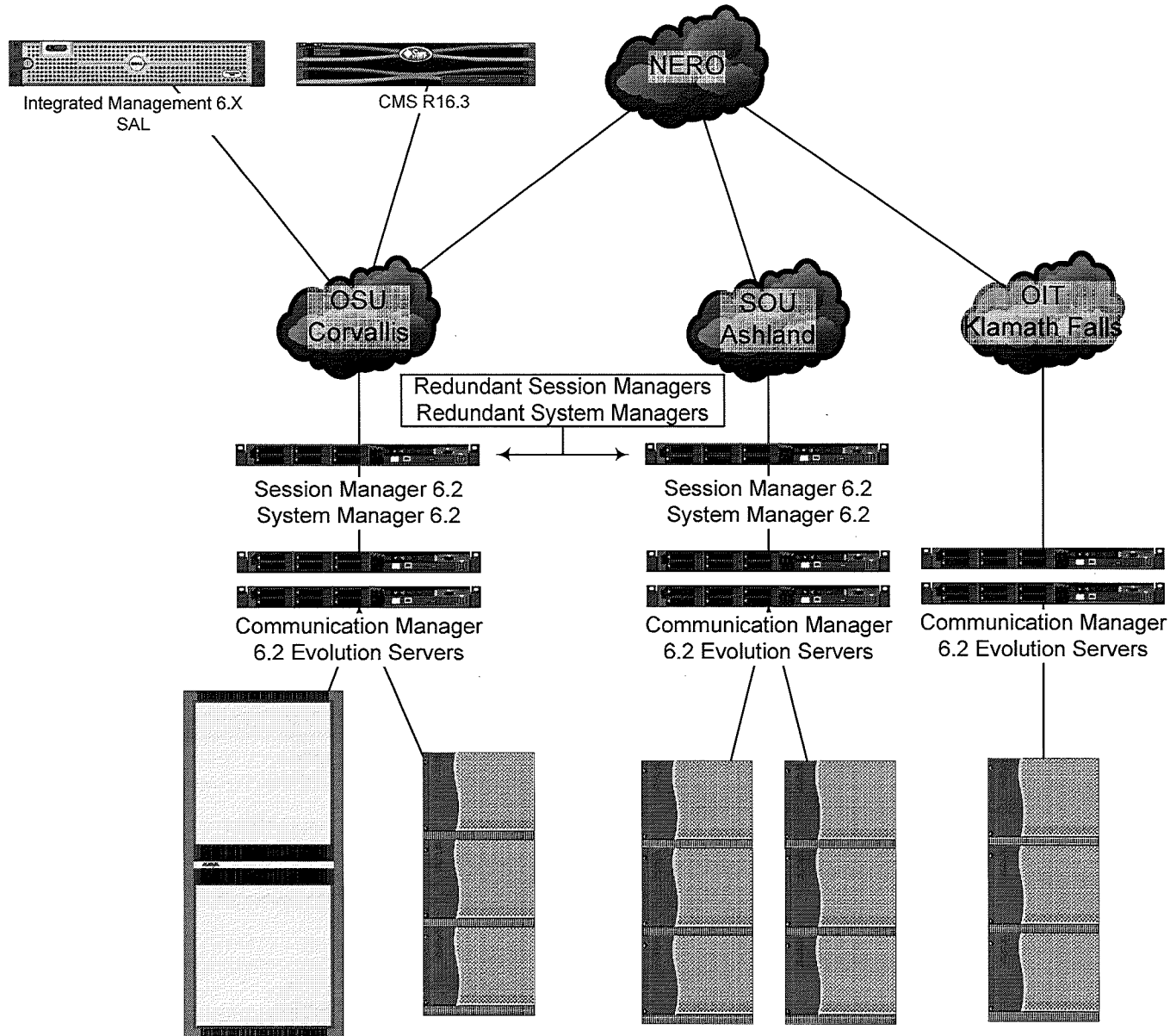
Upgrade of existing S8300C to S8300D running the latest version of Communication Manager with voice mail

## **SOU (Informational – Do not bid)**

- Upgrade of existing S8730 servers to S8800 servers running the latest version of Communication Manager
- Installation of a new Session Manager with System Manager running on an single S8800 server with a geo-redundant server residing at OSU. This will support all Avaya PBXs in this ITB

# OUS Aura 6 Architecture

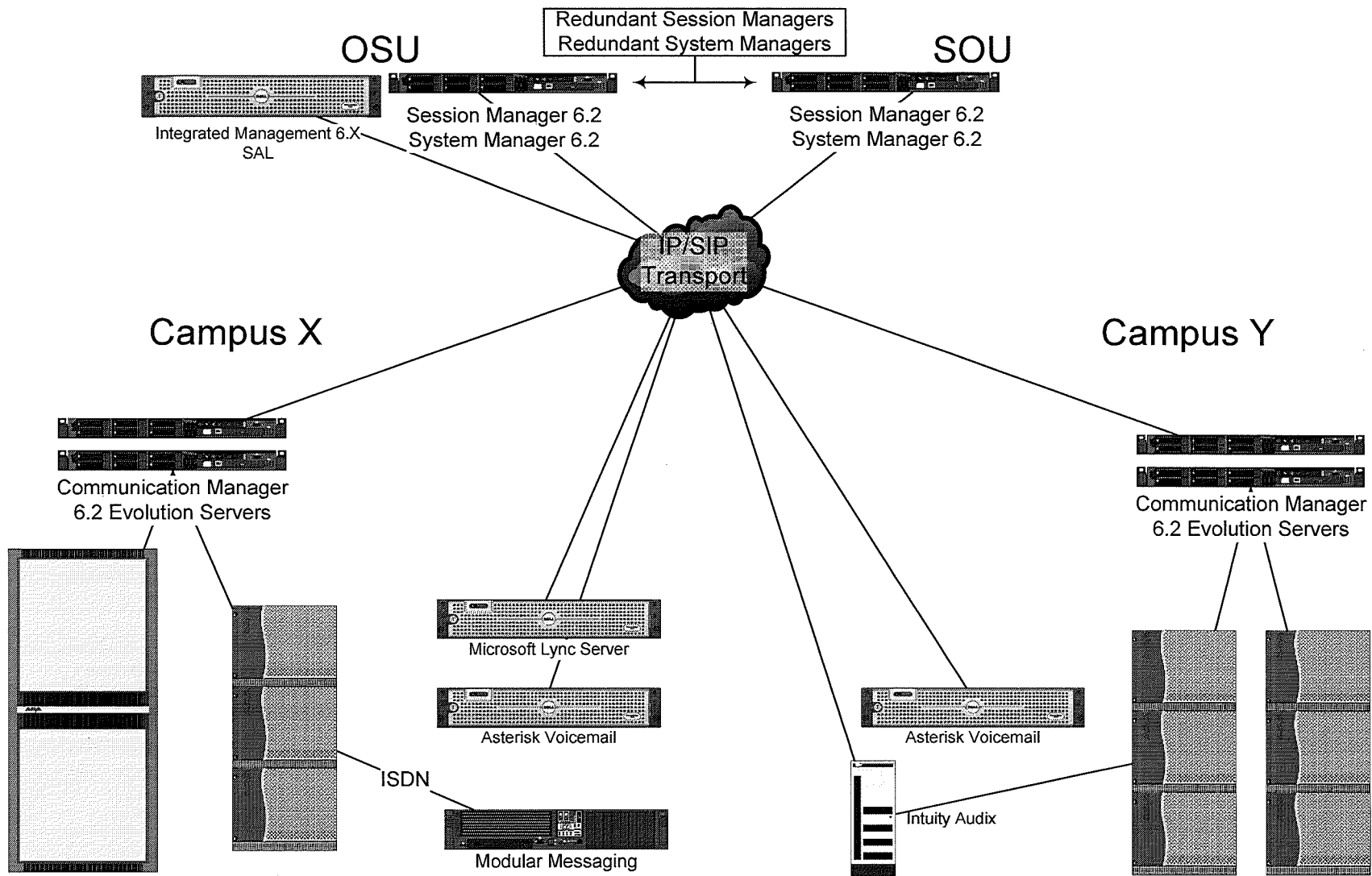
\*High level view of new servers and/or services  
\*Does not include all servers and services



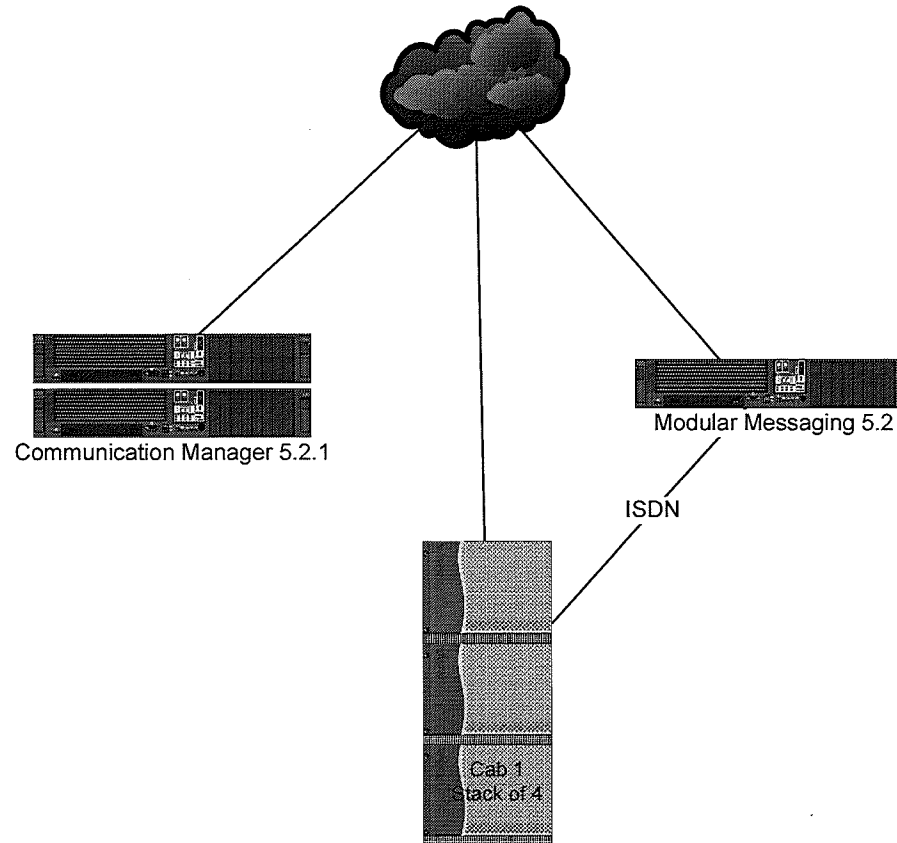
# General Overall Architecture

\*Generic depiction of the varied nature of the OUS network

\*Does not include all servers and services



# Current OIT Configuration

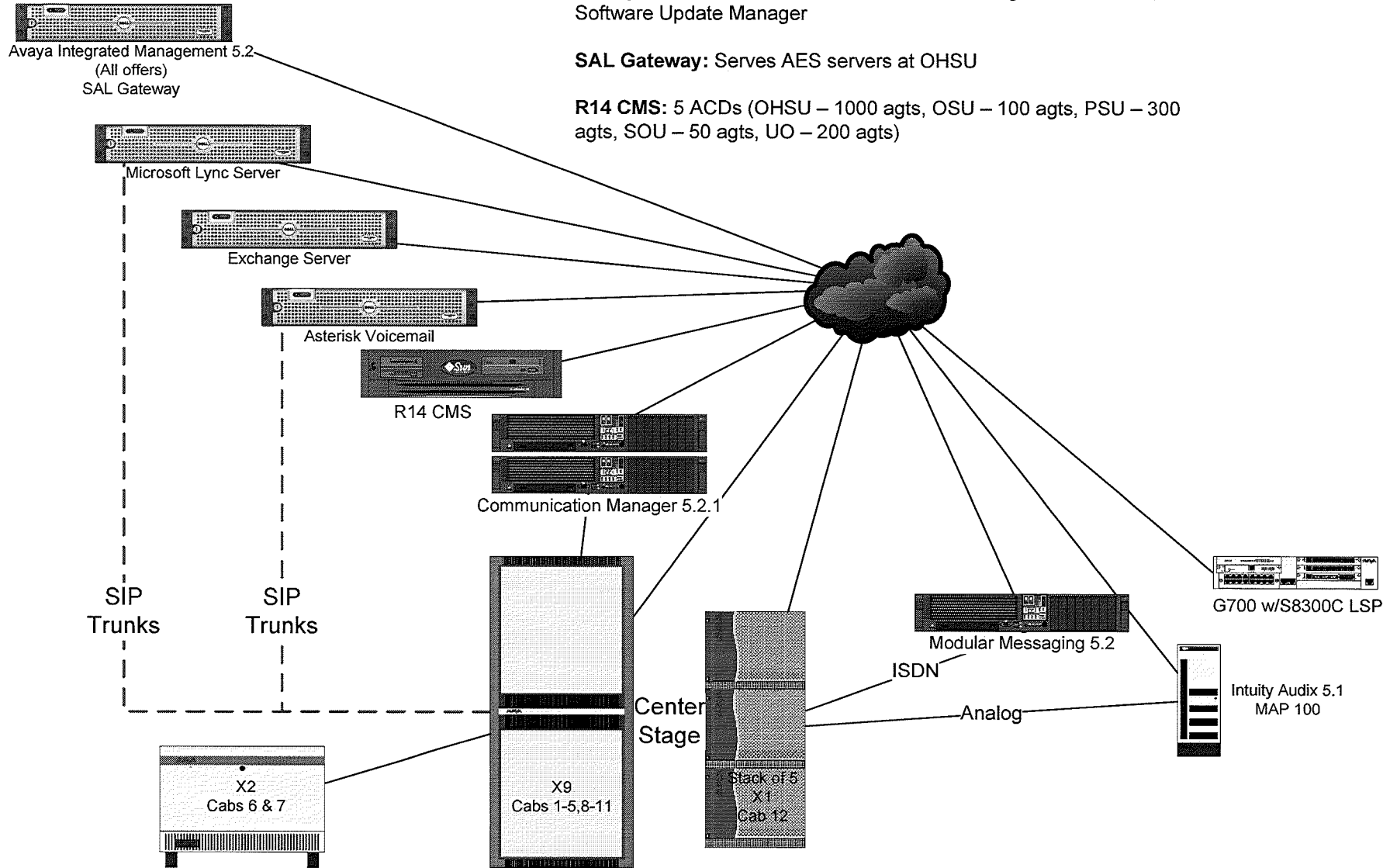


# Current OSU Configuration

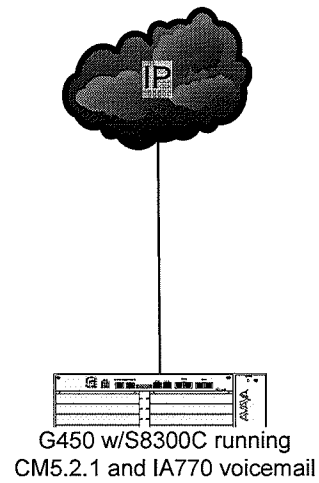
**AIM 5.2:** Serves ten (10) CM5.2.1 Systems (EOU, HMSC, OHSU, OIT, OSU, Pittock, PSU, SOU, UO, WOU). Fault Manager, Performance Manager, Multisite Administration, Network Management Console, Software Update Manager

**SAL Gateway:** Serves AES servers at OHSU

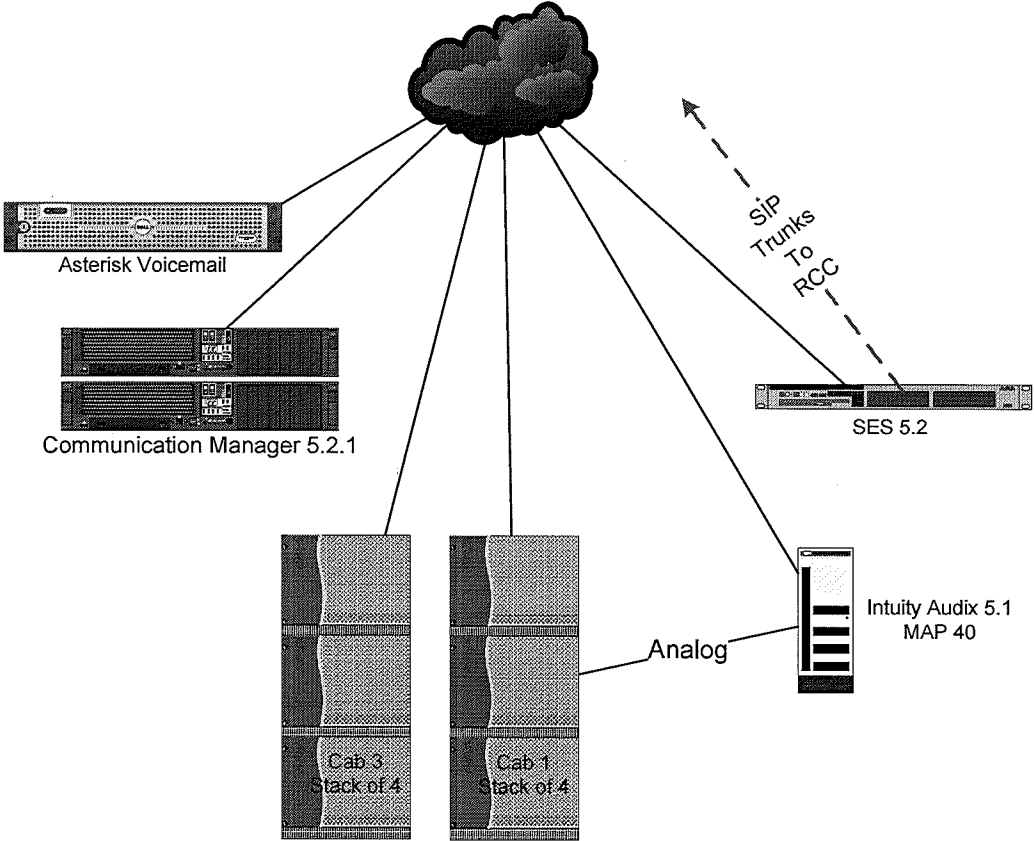
**R14 CMS:** 5 ACDs (OHSU – 1000 agts, OSU – 100 agts, PSU – 300 agts, SOU – 50 agts, UO – 200 agts)



# Current Pittock Configuration



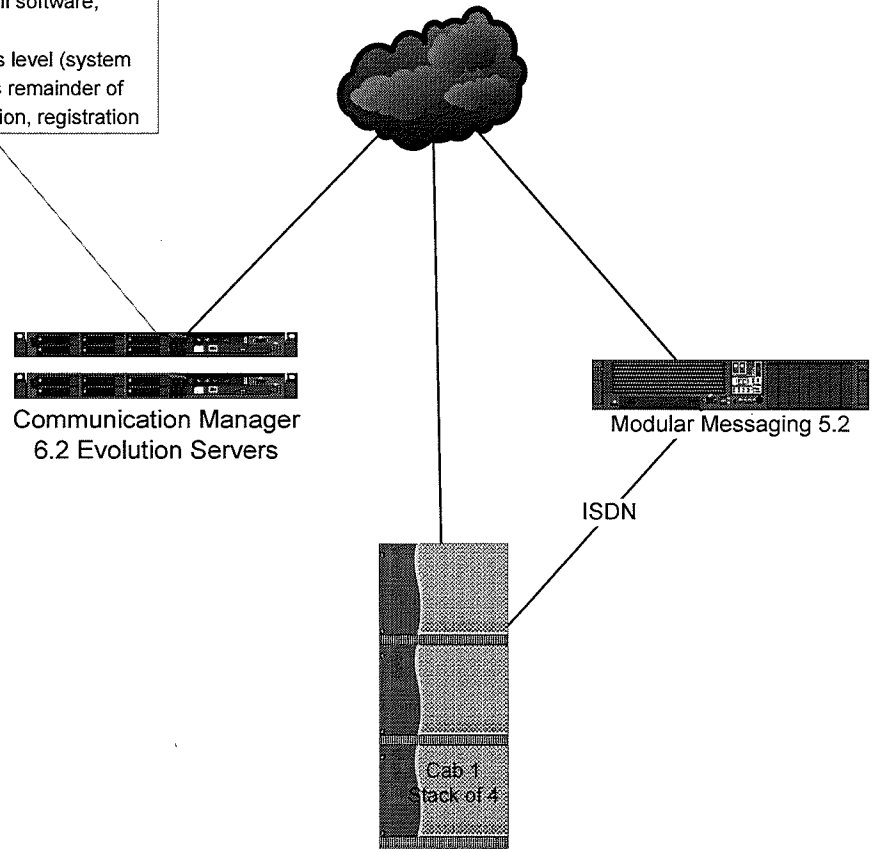
# Current SOU Configuration





# OIT Post-Upgrade Configuration

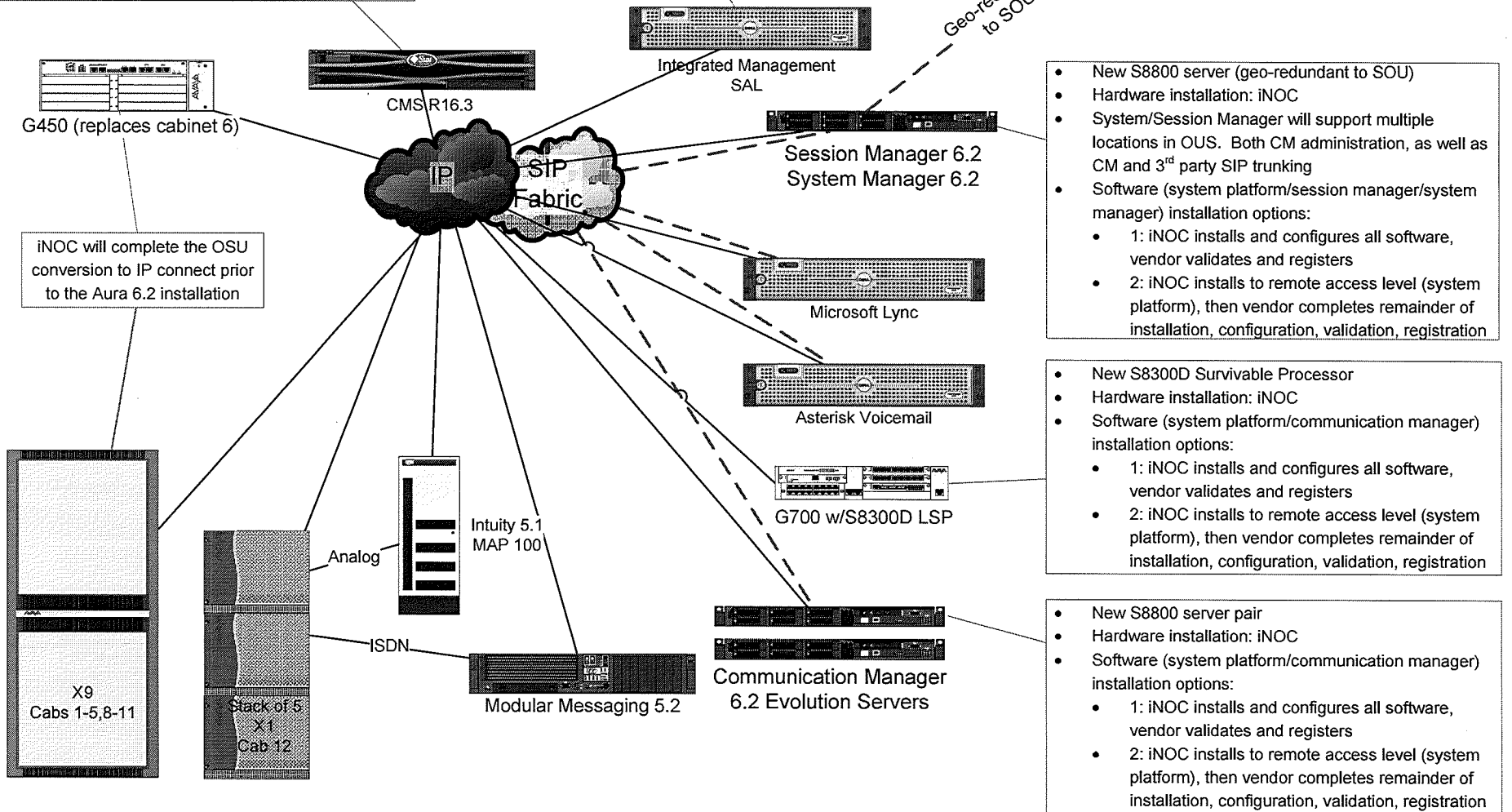
- New S8800 server pair
- Hardware installation: iNOC
- Software (system platform/communication manager) installation options:
  - 1: iNOC installs and configures all software, vendor validates and registers
  - 2: iNOC installs to remote access level (system platform), then vendor completes remainder of installation, configuration, validation, registration



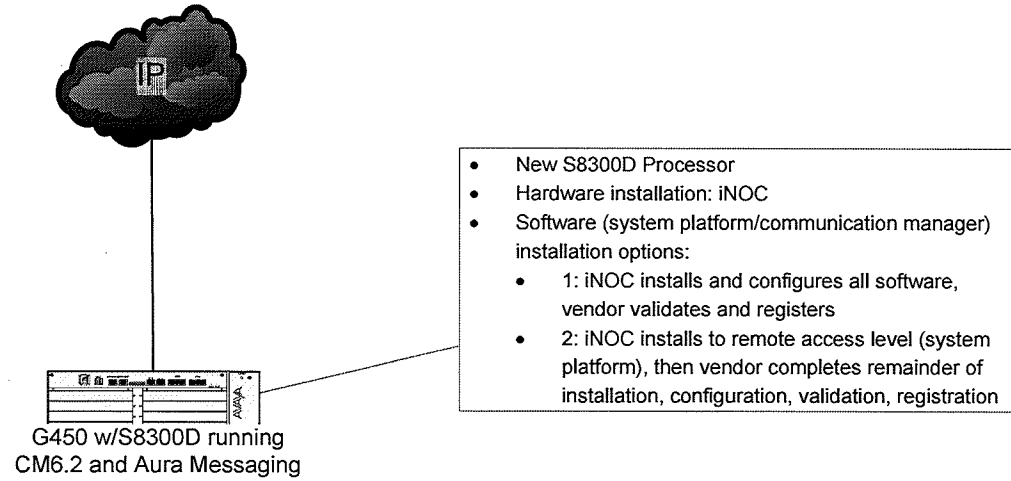
# OSU Post-Upgrade Configuration

- New server replaces existing Sun Blade.
- Existing Sun Blade server transferred (less associated ACD licenses) to OHSU
- Configuration options:
  - 1: 3 ACDs (OSU-100agts, SOU-50agts, UO-200agts)
  - 2: 4 ACDs (OSU-100agts, PSU-300agts, SOU-50agts, UO-200agts)
- Installation and configuration performed by vendor (remote after iNOC base system install)
  - Optional ACD data and customized report migration according to options listed above

- Existing Server
- Upgrade to latest version of SAL (iNOC)
- Upgrade to latest version of Integrated Management (Fault, Performance, MSA, NMC, SUM, etc)
- Configure to support all systems (iNOC)
- Vendor validation and registration



# Pittock Post-Upgrade Configuration



# SOU Post-Upgrade Configuration

