OSU
Oregon State
UNIVERSITY

REQUEST FOR PROPOSAL
No. DLN165410P

Business Intelligence Reporting Software Solution

PROPOSAL DUE DATE AND TIME:
August 15, 2013 (3:00 PM, PT)

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 11, 2013
▪ Deadline for Request for Clarification or Change .... July 29, 2013 (5:00 pm, PT)
▪ Proposal Due Date and Time .... August 15, 2013 (3:00 pm, PT)

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

1.02   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:

1.03   ADMINISTRATIVE CONTACT:
Name:	Deanne Lahaie-Noll
Title:	Contract Officer
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1.04   DEFINITIONS:
As used in this Request for Proposal, the terms set forth below are defined as follows:
   a.   "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
   b.   "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
   c.   "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
   d.   "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
   e.   "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
   f.   "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
   g.   "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
   h.   "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
   i.   "Written or Writing" means letters, characters, and symbols 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 a Business Intelligence Reporting solution. Oregon State University is seeking to create a next-generation Business Intelligence solution. The solution will leverage "best of breed" systems for deployment of enterprise reporting, dashboards, report level security management, mobile functionality, and robust self-service non-technical query and ad-hoc reporting tools. The solution will provide for the data analysis and operational reporting needs of academic and administrative users.

OSU's Cooperative Open Reporting Environment (CORE) initiative includes development of a Business Intelligence Center for both University-wide enterprise reporting and self-service end-user-developed operational reports and queries. Acquiring a next-generation business intelligence solution is fundamental to the success of the CORE initiative. Specifically, OSU is searching for a Business Intelligence solution that will replace the existing Livelink EMC/Hummingbird BI Query self–service ad-hoc query and reporting tool.

2.02   BACKGROUND:

Oregon State University has had a functioning data warehouse since approximately 1995. Recently a decision was made to implement Ellucian's Operational Data Store (ODS) and Enterprise Data Warehouse (EDW) systems to update and replace the existing home grown data warehouse. OSU has used Livelink EMC/ Hummingbird BI Query as a self-service query and reporting tool. This tool no longer fits the need as a sophisticated reporting and analysis tool for users or for creating dashboards and scorecards.

The new reporting tool will be widely used throughout OSU. Users will include Deans, Department Heads and Executive Level Managers who may want dashboard reports with drill down capability to end users running day-to-day operational reports. There will be users who run centrally developed reports; those who run reports and develop their own ad–hoc queries regularly; those who develop detailed reports for their departments and groups; and a central administration and report development group. The Business Intelligence software solution must be able to address each set of users.

We estimate the user base will consist of the following
- 6 – 12 staff members forming a centralized core support team, responsible for development of general access reports, centrally created dashboards based on University-wide key performance indicators (KPIs), security management, and integration of the data warehouse / ODS with other systems.
- 60-100 department based report developers who will develop reports for their departments and customers.
- 300-400 ad-hoc query / self-service reporting users who will run one-time queries, custom analysis reports, and data extracts. We estimate there will be about 100 concurrent users.
- 2,000 – 2,500 users who will access the centrally developed and maintained reports as well as department based reports.

Project specific goals include providing:
- Standard ODBC/JDBC and SQL interfaces for visualization/reporting tools.
- A single location for functional and technical metadata descriptions.
- A common location for implementation of business rules.
- Ability to connect disparate data sources outside of the Banner Enterprise Resource Planning (ERP) and Oracle Data Warehouse.
- Data driven security functionality to control access to sensitive information.
- An ad hoc tool for users to develop data queries, save and share these with others in a common library.
- Robust scheduling and distribution process for information/reports.
- Analytical and predictive analysis tools.
- Dashboard capabilities for service delivery.
- Mobile access to business intelligence functionality.

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, 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 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0	SPECIFICATIONS

3.01   REQUIRED SPECIFICATIONS:
In order to qualify as a Responsive Proposer, the Proposal needs to meet the required specifications below. After verification that the required specifications have been met, OSU will award points based on the qualities of the specifications offered by the Proposer.

Please explain how the proposed solution meets the following Required Specifications.
A. General
   A.1. Provide a brief overview describing the proposed solution, including the hardware, software and service components required.

If the proposed solution is a hosted or cloud based solution, please respond to the following questions.
B. Technical
   B.1. Redundancy and Availability
      B.1.1.   Describe the solution's system redundancy and uptime availability.

   B.2. Disaster Recovery and Backup
      B.2.1.   Describe the solution's disaster recovery plans.
      B.2.2.   Describe the solution's backup practices.

   B.3. Data Security
      B.3.1.   Describe the solution's data security protocols or practices, for both data in transit and data at rest taking into account the following:
         B.3.1.1.   No portion of the data or service may be stored outside of the United States.
         B.3.1.2.   Upon execution of Contract pursuant to this solicitation, the selected Proposer will need to provide the facility or warehouse physical location where data will be stored, including the environment and all security strategies; retention policies and procedures; on-going access and return of the data to OSU and the process for transition upon termination.

B.4. Data Privacy
    B.4.1. Describe the solution's ability to comply with the following:
        B.4.1.1.   The selected Proposer will treat all data that it receives from OSU, or is otherwise exposed to within OSU data systems, with the highest degree of confidentiality and in compliance with all applicable federal and state laws and regulations and OSU polices. Selected Proposer shall employ commercial best practices for ensuring the security of OSU electronic and paper data accessed, used, maintained, or disposed of in the course of the selected Proposer's performance under any Contract pursuant to this solicitation. The selected Proposer shall only use such data for the purpose of fulfilling its duties pursuant to the Contract and shall not further disclose such data to any third party without the prior written consent of OSU or as otherwise required by law and shall not allow any data mining by any party other than OSU

    B.4.2. Describe the ability of the solution to provide sufficient administrative, physical and technical data security measures to meet the requirements under the specific federal and state laws, as applicable to data types the selected Proposer may be exposed to, including but not limited to:
        B.4.2.1.   The Family Education Rights and Privacy Act (FERPA) requirements. (Please see http://oregonstate.edu/registrar/privacy-records for OSU's responsibility under Oregon law for FERPA compliance.)
        B.4.2.2.   The Health Insurance Portability and Accountability Act (HIPAA) requirements. (Please see http://studenthealth.oregonstate.edu/patientstudent-confidentiality for OSU's responsibility under Oregon law for HIPPA compliance.)

If the proposed solution is an on-site solution, please respond to the following questions.

C. Technical
  C.1. Debugging
    C.1.1. Describe the solution's elements supporting system and / or application debugging.

  C.2. Error Management
    C.2.1. Describe the solution's capability to detect, propagate and report on errors.

  C.3. System Management
    C.3.1. Describe the solution's installation and operation requirements. OSU installs and maintains software and information technology systems. Typically there will be two or three environments (testing / development and production instances).
    C.3.2. Describe the operating system, supported releases, utilities and other requirements needed to operate the solution.
    C.3.3. Describe how the solution supports redundancy such as load balancing.
    C.3.4. Describe the proposed solution's hardware requirements.
    C.3.5. Describe the proposed solution's services that facilitate management of the system, including scheduling, monitoring, troubleshooting, software updates, and connectivity.
    C.3.6. OSU has a true Oracle Real Application Cluster (RAC) environment. Describe the solution's ability to run under a RAC environment. Are there special considerations or setup required for this OSU environment?

All respondents must describe how the proposed solution meets the following Required Specifications under items D through I.

D. Technical

    D.1. Auditing

        D.1.1. Describe the solution's ability to create system performance and user audit reports from audit trail data.

        D.1.2. Describe the solution's ability to generate use logs and reports.

        D.1.3. Describe the solution's ability to generate error logs.

    D.2. Information Exchange

        D.2.1. Describe the ability of the solution to connect to multiple systems and data sources.

    D.3. System Management

        D.3.1. Describe any solution features that require installation of software on user desktop computers, if applicable.

        D.3.2. Describe the largest database used by the solution's customer base.

        D.3.3. Describe the largest number of tables, views, reports, and users installed or created in the solution's customer base.

        D.3.4. Describe how the solution supports multiple instances (development, test, production). Explain the migration process from one instance to the next.

E. Security

    E.1. CAS or Shibboleth compliance

        E.1.1. Describe how the proposed solution uses CAS, Shibboleth, SAML, or LDAP authentication.

        E.1.2. Access to the solution must be over encrypted channels (HTTPS, for example). Describe how the solution meets this requirement.

    E.2. Security Management

        E.2.1. Describe the solution's services to protect access to certain resources or information.

        E.2.2. Describe the solution's single sign-on capability.

        E.2.3. Describe the solution's ability to secure individual reports as well as folder-level security.

        E.2.4. Describe the solution's ability to facilitate role-based security.

F. Reporting Interface

    F.1. Online Help

        F.1.1. Describe the solution's online help capability.

    F.2. Report Delivery

        F.2.1. Describe the standard reporting and analysis tools.

        F.2.2. Describe the solution's report delivery function, including web browser-based access to reports.

        F.2.3. Describe the solution's ability to deliver reports through multiple methods, including email, network directory, and printer.

        F.2.4. Describe the solution's ability to provide multiple result types, such as text files, HTML, XML, PDF, database tables, Microsoft Excel and other spreadsheets. List all report output formats supported by the solution.

    F.3. Report Library

        F.3.1. Describe the solution's report library, including browsing and search capabilities.

        F.3.2. Describe the solution's ability to allow users to save reports and queries and share these with other users both within their department and throughout OSU.

F.4. Report Environment
    F.4.1. Describe the report development environment. Include screenshots or other visual
        representations of the interface provided.
    F.4.2. Describe the ease of creating dashboards and scorecards.
    F.4.3. Describe the ability to create a variety of graphs, charts, and visual aids.
        F.4.3.1.   How many graphs, charts, and other visual aids are included with the solution?
        F.4.3.2.   List the ones included with the solution.
    F.4.4.   Describe the ability to alter report sorts and filters easily, without requiring the source data
        (interactive reporting).
    F.4.5. Describe the ability to create report templates and incorporate them in other reports.

F.5. Self Service Reporting and Analysis
    F.5.1. Describe the solution's self-service data analysis and reporting tools for non-technical users.
    F.5.2. Describe the solution's self-service data analysis and reporting tools for technical users.

F.6. Scheduling
    F.6.1. Describe the solution's ability to provide time- and event-based scheduling.
    F.6.2. Describe the solution's ability to email reports automatically.

G. Training
    G.1. Describe the training included with the solution
    G.2. Describe additional training available for technical system administrators, security administrators,
        report administrators, report authors and query users.
    G.3. Estimate the normal training scheduled for each identified user group (both included with the solution
        and separately purchased).
    G.4. OSU would like to use a "train the trainer" approach for self-service training. Describe how Proposer's
        services can accommodate this approach.
    G.5. Describe and list any training materials included as well as any optional materials.

H. Support
    H.1. Describe the solution's support and troubleshooting process, including timelines.
    H.2. Describe the levels of service typically available during development, implementation and post-
        deployment.
    H.3. Describe the post implementation support offerings available for the solution including but not limited to
        the items listed below. Provide associated costs (if applicable) in the pricing section in *5.02 Required
        Submittals.*
        H.3.1. Maintenance Support
            H.3.1.1.   Telephone and/or call center support
            H.3.1.2.   Technical support to troubleshoot problems
            H.3.1.3.   On-site services
        H.3.2. Include any other support services, provided or available. Should be H.4.

I. Licensing
    I.1. Describe the solution's ability to provide services for tracking, acquiring, installing and monitoring
        license usage, if the licensing structure requires.
    I.2. Describe the solution's licensing structure. OSU anticipates having the following groups and numbers
        of users. The licensing structure must accommodate all user types listed.
- 6-12 administrators, including system, security, and technical administrators,
- 60-100 department-based report developers,
- 300-400 ad-hoc/ self-service query users, with approximately 100 concurrent users,
- 2,000-2,500 report consumers who will access reports from various media, including mobile devices

J. Other
    J.1. Usability
        J.1.1. Describe OSU's ability to apply OSU-specific design elements (branding) to the system interface.

    J.2. Describe the expected implementation timeline for the solution. If there are alternative implementation approaches, please list these with the related expected timelines.

    J.3. Provide a description of all warranties associated with the proposed solution.

3.02   PREFERRED SPECIFICATIONS:

OSU will award additional points for proposed solutions which meet the preferred specifications below.

Please explain how the proposed solution will meet the following Preferred Specifications.
A. General
    A.1. Discuss how the proposed solution meets American's with Disabilities Act (ADA) compliance. Please see http://oregonstate.edu/accessibility/ITpolicy for OSU's Policy on Information Technology Accessibility.

B. Technical
    B.1. Describe the solution's integration with Ellucian's Banner ERP Product.
    B.2. Describe the solution's integration with Ellucian's ODS and EDW products.
    B.3. Describe the solution's ability to work with unstructured or semi-structured data, including Hadoop data sources.

    B.4. Describe the solution's ability to provide audit trails of the following:
        B.4.1. System execution,
        B.4.2. Reports accessed or viewed,
        B.4.3. Parameters chosen,
        B.4.4. IP address,
        B.4.5. User credentials.

    B.5. Is the audit trail data stored in text logs or a database? Please describe.
        B.5.1. Describe the ability and ease of creating audit trail reports.
        B.5.2. Describe the ability to extract the audit trail data and log files for analysis outside of the solution.

    B.6. Describe the application and/or developer toolsets included with the system, if any.
        B.6.1. What unique programming requirements are there?
        B.6.2. What tools are available to customize the software, if any?
        B.6.3. If such toolsets are available at an additional cost, please include the cost in the pricing section *5.02 Required Submittals* as a separate line item.

    B.7. System Management
        B.7.1. Describe the web service and Application Programming Interfaces (API) capabilities.
        B.7.2. Describe the solution's scripting capabilities for automation of all system aspects.
        B.7.3. Describe efforts to tune the solution for efficient use of system and database resources.

C. Security
    C.1. Data Security
        C.1.1. Describe how the solution will handle either or both of the following:
            C.1.1.1.   A single username in the database and user access control is controlled by the solution tools. Administrative rights for granting access are controlled by the solution and administrative tools to grant user access are also part of the solution tools.
            C.1.1.2.   Each user has a personal database username and queries are made using the personal username.   User access control to objects is controlled by the database and granting user access to objects is done via the database roles.
        C.1.2. Describe how the solution handles external LDAP groups for security management.

D. Information Exchange
    D.1. Describe the ability of the solution to connect to multiple systems and data sources, including:
        D.1.1. Text files, spreadsheets, and XML files,
        D.1.2. Database, including Oracle and SQL Server, using Open Database Connectivity (ODBC) or Java Database Connectivity (JDBC),
        D.1.3. Cloud-based, such as Salesforce and LinkedIn.
        D.1.4. OLAP engines, such as SQL Server Analysis Services

E. Integration
    E.1. OSU uses Ellucian's Luminis 5 portal, which is based on the Liferay portal software, using Tomcat and the Spring framework. Describe the solution's ability to integrate with Luminis 5.
    E.2. Portlets in Luminis 5 are built using the JSR-286 portlet standard. Does the solution provide a portlet for Luminis 5?
    E.3. Describe the product's ability to call external API's for use with other products, such as Perceptive Software's Nolij.
    E.4. If the solution requires engineering, customizing, or services for connectivity with OSU systems, clearly identify who is responsible for the work elements necessary to achieve successful system integration. If the Proposer is responsible, make sure all work elements are defined within the proposal including associated costs. Provide associated costs (if applicable) in the pricing section in *5.02 Required Submittals.*

F. Reporting Interface
    F.1. Report Library
        F.1.1. Describe any reports included with the solution.
        F.1.2. Describe the metadata included with the solution.
        F.1.3. Since we have unique terms, describe the ability to edit and modify the metadata, including adding additional terms, fields, and systems' data.

    F.2. Self Service Reporting and Analysis
        F.2.1. Describe the solution's ability to create predictive models.
        F.2.2. Describe the solution's capability to do trend and what-if analysis for self-service reporting users.
        F.2.3. Describe the solution's ability for self-service users to share or publish reports and dashboards.
        F.2.4. Describe the solution's ability to perform ad-hoc analysis in multiple dimensions.
        F.2.5. Describe the solution's ability to store a library of reusable objects, such as calculations, parameters, etc.
        F.2.6. Describe the solution's ability to generate user friendly error messaging.
        F.2.7. Does the solution interface with Microsoft Office? Describe the integration.
            F.2.7.1.   Describe the ability to embed queries in a Microsoft Office document, spreadsheet, or presentation and refresh the query.

F.2.7.2. Describe the authentication or security required for refreshing the data from within the Microsoft Office document.

F.2.8. Describe the platforms and browsers supported by the solution for report viewers.

F.2.9. Describe the solution's ability for users to create calculated fields in ad hoc queries and reports.

F.2.10. Describe the solution's ability for users to create filters, sorts, and groupings in ad hoc queries and reports.

F.3. Database Structures

F.3.1. Describe how the solution works with different database structures such as OLAP cubes, relational databases, and dimensionally-modeled databases.

F.4. Help and Support

F.4.1. In addition to the online help capability and support information above, describe other help features, including support provided (cost and no-cost options), and user forums.

F.5. Report Delivery

F.5.1. Describe the solution's ability to burst reports and send to designated users automatically through email or other means.

F.5.2. Describe the solution's ability to provide interactive reports on mobile devices.
    F.5.2.1. List the mobile devices supported by your solution.
    F.5.2.2. Is the solution mobile aware, or does it run without device awareness (standard web portal). Explain.
    F.5.2.3. Do reports require modifications to the design to be displayed fully on the mobile device? Explain how reports for mobile devices are designed, if different from standard desktop report design.

F.5.3. Describe the solution's ability to integrate in OSU portals, web pages and applications as an interactive report.
    F.5.3.1. At a minimum, reports should be displayed as a PDF or static output.

F.5.4. Describe the solution's ability to pass report parameters within a URL when using web browser-based viewing.

F.5.5. Describe the solution's ability to provide streaming of the report's initial page without waiting for all pages of a report to be calculated.

F.5.6. Describe the solution's ability to have conditional formatting in a report, such as highlighting of exceptions.

F.6. Report Environment

F.6.1. Describe the solution's ability and ease of users to add their own custom SQL.
    F.6.1.1. Is this feature limited to specific user types? List which ones.

F.6.2. Describe the solution's analysis capabilities in the reporting solution, including the ability to do calculations on result sets, pivoting, drilldown and drill through, sorting, and conditional logic.
    F.6.2.1. Describe the ability to drilldown / drill through from one chart or graph to another as well as from a chart or graph to the underlying detail data.

F.6.3. Describe the solution's ability to provide parameter-driven capabilities including cascading pick lists.

F.6.4. Describe the solution's ability to obtain the user credentials within the report environment to allow for security features.

F.6.5. Describe the solution's ability to filter data on reports depending on who runs the report.

F.6.6. Describe the solution's ability for users to create their own dashboards by adding charts, graphs, and report links to their dashboard page.
    F.6.6.1. Can users create their own dashboard and scorecards? Describe.
    F.6.6.2. Can users easily switch a chart from one type of chart to another? Explain.
    F.6.6.3. Can the users zoom into and out of as well as pan across charts / graphs? Explain.

F.6.7. Describe the solution's ability to allow flexible report definitions, including:
    F.6.7.1. Provide exact formatting control for both display and print,
    F.6.7.2. Adding graphs, charts, tables and other components on the same page,
    F.6.7.3. Adding headers, footers, logos, etc.,
    F.6.7.4. Allowing sub-reports.
F.6.8. Describe the solution's ability for "pixel-perfect" layouts, including logos, special formatting, and colors.
F.6.9. Describe the ability for users to cancel reports and queries during execution or run time.
F.6.10. Describe the user ad-hoc query operators included, such as: and, or, Boolean, between, ranges, includes, contains.

G. Training
    G.1. Describe what training or experience is recommended or required for Oregon State University staff to support the implementation and maintenance of the solution.

H. Licensing
    H.1. OSU prefers a site- or processor-based license for report consumers. Please indicate how the pricing structure would accommodate this.

I. Other
    I.1. Localization
        I.1.1. Describe the solution's ability to support multiple human languages.
        I.1.2. List the human languages included with the solution.

    I.2. Data Modeling
        I.2.1. Describe the solution's data modeling tools.

    I.3. Upgrades and Enhancements
        I.3.1. Describe the frequency of future upgrades for the solution.
        I.3.2. Describe any planned solution enhancements, including the expected timeline for release.

    I.4 Performance
        I.4.1 Describe the solution's performance configuration parameters or options.
        I.4.2 Describe the messaging or notices to users when it appears a query or report will exceed a designated system limit (for example, a query running longer than a specified time).

3.03   TERMS AND CONDITIONS:
OSU's terms and conditions governing the purchase resulting from this RFP are included at Exhibit A. OSU will negotiate the resulting Contract to be consistent with the chosen solution.

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 must set forth the qualification of the Proposer to perform the Contract, including providing a firm resume, as well as a description of the resources available to Proposer to perform the project including the number and types of employees in the firm, how long the firm has been in business and number of years' experience with Business Intelligence software. Proposer will verify that the Proposer has any and all licenses (including but not limited to, software license) necessary for the work contemplated under this RFP, as applicable.

b. Proposer will list names, titles, and qualifications of key personnel who will be assigned to this project. Include concise business biographies or resumes of the key personnel who will be doing the work described in the proposal. This information must include their areas of expertise, and their experience with projects of similar scope and nature.

c. Proposals must include a description of the Proposer's experience performing projects similar in type and magnitude to the subject of this RFP. Proposer's description must include a minimum of three examples demonstrating the above experience. Proposers must also include work samples of similar projects (e.g. photographs, literature, schematics, report samples, etc). Also include how many customers are using the proposed solution in a production environment and how many customers have the same or similar user base.

4.02   PREFERRED QUALIFICATIONS:

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

a. Describe Proposer's experience in working with higher education institutions.
b. Describe Proposer's experience working with Ellucian's Banner products.
c. Describe Proposer's experience working with Ellucian's Operational Data Store (ODS) and Enterprise Data Warehouse (EDW).

5.0   REQUIRED SUBMITTALS

5.01   QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and 6 (six) 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.

Proposers should submit the following information:

- Description of how the goods or services offered specifically meet the required and preferred specifications described in section 3.
- Detailed information about how the Proposer meets the minimum and preferred qualifications detailed in section 4.
- Complete and itemized pricing of the goods or services required for the proposed solution. Specifically detail what is included in the solution pricing and also address the following items:
  - o If the proposed solution requires additional software, components or services to meet the required or preferred specifications, please include the costs for all products and services.
  - o If the proposed solution requires third-party software packages, describe the software and indicate who is responsible for purchasing and maintaining licenses for this software.
  - o If the proposed solution requires engineering, customization, or services for connectivity with OSU systems, detail responsible party and if proposer is responsible, detail associated costs.
  - o Detail what is included in the solution maintenance pricing and address:
    - Whether the first year maintenance is included in the solution pricing or is an additional cost.
    - Ongoing maintenance costs as a separate line item.
    - Expected escalation rates for maintenance.
  - o Identify training included in the solution pricing and optional training as different line items.

- o If the solution is a cloud based / hosted solution, indicate what services are included in the pricing structure as well as yearly subscription costs
  - Include the expected escalation rates for hosting services.
- o If the solution has a developer toolkit available at an extra cost, include the cost as a separate line item.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed. References are for whom similar projects have been completed by the Proposer.

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 up 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.

Evaluation Criteria:	Points:
Proposal relative to the required Specifications	20
Proposal relative to the preferred Specifications	20
Proposers qualifications relative to the minimum qualifications	15
Proposers qualifications relative to the preferred qualifications	10
Price of the goods or services	25
References	10
Total	**100**

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

7.12   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 Exhibits, 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, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.14   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, Exhibits, 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.

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┌─────────────────────────────────────────────┐
│                  EXHIBIT A                    │
│             TERMS AND CONDITIONS              │
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DEFINITIONS: As used in this Contract, the terms set forth below are defined as follows:

   i. "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
   ii. "Contractor" means a person or organization with whom OSU has contracted for the provision of goods or services pursuant to this Contract;
   iii. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
   iv. "OAR" means the Oregon Administrative Rules;
   v. "ORS" means the Oregon Revised Statutes;
   vi. "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
   vii. "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;
   viii. Software terms:

      i. Programming Methodology. Collaboration with OSU. In connection with the services to be performed under this Contract, and unless and to the extent otherwise directed by OSU, Contractor will employ iterative and incremental programming methodology as described in 3.a ("Programming Methodology"). Contractor further acknowledges that OSU's present intention is to participate in the design and development of the Deliverables with an initial goal of participation by OSU and Contractor employees. Accordingly, Contractor will use its best efforts to support this goal. Notwithstanding anything that may be to the contrary in this Contract, however, and notwithstanding that OSU may participate in the software development contemplated hereunder in accordance with the Programming Methodology: (i) OSU will have no affirmative obligation to perform any software programming in connection with the subject matter of this Contract; and (ii) no performance by OSU of any software programming will be a condition precedent to Contractor's obligation to perform the services. Notwithstanding the generality of the foregoing, in the interest of saving time or for any other reason, OSU may, from time to time, and at any time, direct Contractor to conduct all software programming without the active participation of OSU.

      ii. Documentation. Contractor acknowledges that providing high-quality documentation in connection with the Deliverables is an essential component of the services to be provided under this Contract. Accordingly, the Parties will cooperate in good faith to determine a standard of quality and formatting for the documentation (the "Documentation Standard"). All documentation created by Contractor under this Contract will conform to the Documentation Standard. In any event, the Documentation will meet or exceed known industry standards for software programming documentation.

      iii. Status Reports. During the course of performing the services, and until the final Deliverable to be delivered under this Contract has been delivered to OSU, Contractor will provide status reports to OSU no less often than once each week. At a minimum, each such status report will state the following: (i) progress made since the last status report submitted to OSU; (ii) any barriers to the continued progress of the project; (iii) any reasonable measures OSU could take to speed or otherwise improve Contractor's ability to perform the services.

ACCEPTANCE OF SERVICES: Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the services and cancel the Contract in whole or in part.

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.

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.

APPLICABLE LAW, JURISDICTION AND VENUE: 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.
   a. 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.
   b. 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.

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.

COMPLIANCE WITH APPLICABLE LAW: Contractor 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) 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) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115, (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628, (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

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

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.

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.

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.

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

INDEMNITY, RESPONSIBILITY FOR DAMAGES: 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.

    a. 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.

    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.

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.

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.

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.

INVOICES AND PAYMENT TO CONTRACTOR: 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 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).

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

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.

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.

ORIGINAL WORKS: All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this Contract, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OSU. OSU and Contractor agree that such original works of authorship are "work made for hire" of which OSU is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," Contractor hereby irrevocably assigns to OSU any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OSU's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OSU. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor intellectual property, or is a compilation that includes Contractor intellectual property, Contractor hereby grants to OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf. In the event that Work Product created by Contractor under this Contract is a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Contractor shall secure on OSU's behalf and in the name of OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the third party intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf.

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.

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.

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

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 reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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.

SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION: Goods and 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.

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.

SEXUAL HARASSMENT: The State Board of Higher Education has adopted polices 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.

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

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.

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.

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.

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.

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.

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.

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.

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

SECTION IV.   PERMISSIVE COOPERATIVE PROCUREMENTS
If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)
☐ agrees
☐ disagrees
to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature:_____   Date:_____

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

Title:_____   Fax:(_____)_____

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

Company:_____

Address, City, State, Zip:_____

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

Business Designation (check one):
☐ Corporation   ☐ Partnership   ☐ LLC   ☐ Sole Proprietorship   ☐ Non-Profit
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: _____