



**REQUEST FOR PROPOSAL  
No. JF167626**

**CURRICULUM PROPOSAL SYSTEM  
& JOINT CATALOG SOLUTION**

**PROPOSAL DUE DATE AND TIME:**

January 17, 2014(3:00 PM, PT)

OSU's Procurement, Contracts, and Materials Management (PCMM) office is 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, Contracts, and Material Management (PCMM)  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

**1.0 GENERAL****1.01 SCHEDULE OF EVENTS**

- Issue Date ..... December 19, 2013
- Deadline for Requests for Clarification or Change ..... January 9, 2014 (3:00 pm, PT)
- Proposal Due Date and Time ..... January 17, 2014 (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 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will not be held.

**1.03 ISSUING OFFICE**

The Procurement, Contracts, and Material Management (PCMM) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

**1.04 ADMINISTRATIVE CONTACT**

Name: 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 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**

PCMM is seeking Responsive Responsible Proposers to submit Proposals for a hosted solution to provide a Curriculum Proposal System (CPS) and a Joint Online Catalog Solution. The initial contract period will be for three years with the option for annual renewals after that period, per the Contract.

**2.02 BACKGROUND**

The Office of the Registrar manages all student academic records, degree audits and clearance, awarding of diplomas, academic regulations, course scheduling, catalog and schedule of classes at OSU. The Office of the

Registrar coordinates with the Office of Academic Programs, Assessment & Accreditation (APAA) in all curriculum changes.

The services being solicited at this time are presently provided internally. The Office of the Registrar seeks information about possible expansion of services regarding the catalog and schedule of classes. The office encourages outside entities to participate in this solicitation as a way to fully understand what capabilities exist in this area and to ensure the best value is being received

### 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 Branch 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 STATEMENT OF WORK**

### 3.01 SAMPLE CONTRACT

A sample contract containing contractual terms and conditions is included at Exhibit A.

System requirements are listed under submittals below. These requirements, along with the proposer's responses will be incorporated into the contract as the Statement of Work, Attachment A.

## **4.0 PROPOSER QUALIFICATIONS**

### 4.01 MINIMUM QUALIFICATIONS

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

- a. Proposer **must** have successfully created a joint curriculum management and online catalog system for an institution of similar size.
- b. Proposer should provide a brief description of their organization and history including the development of joint curriculum proposal and catalog systems.

### 4.02 PREFERRED QUALIFICATIONS

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

- a. Provide at least three university clients in production to serve as reference customers.
- b. Documentation and/or company procedures demonstrating advance customer service levels, including training and responsiveness to client needs.

## **5.0 REQUIRED SUBMITTALS**

### 5.01 QUANTITY OF PROPOSAL

Submit one (1) original Proposal and six (6) 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. The more information you can provide about a feature, the better we can understand the functionality of your product and what distinguishes it from another product.

Proposers should submit the following information:

- Detailed information about how the Proposer meets the minimum qualifications detailed in section 4. At a minimum the Proposer should provide:
  - Provide list of institution(s), of similar size, that are successfully utilizing your curriculum and catalog services.
  - Provide a brief description of your organization history.
- Detailed information about how the Proposer meets the preferred qualifications detailed in section 4. At a minimum the Proposer should provide:
  - Indicate if any of the references provided are institutions of higher learning.
  - Provide your company’s procedures relating to customer service, training and responsiveness to clients’ needs.
- Technical Information-Responses (see item “a” below)
- Set-up and Maintenance-Responses (see item “b” below)
- Course Proposal System Functionality-Responses (see item “c” below)
- Catalog Functionality-Responses (see item “d” below)
- Other Functionalities and Features-Responses (see item “e” below)
- Schedule Expectations-Responses (see item “f” below)
- Exhibit B: Certifications, fully completed.
- Exhibit C: References from clients utilizing curriculum and catalog systems, fully completed.
- Exhibit D; Complete and itemized pricing of the goods or services requested, fully completed.

**a. Technical Specifications and Submittal Requirements**

Software Framework	The system <b>must</b> have an up-to-date, commonly used and supported software framework, be web-based, and be accessible via standard internet browsers, mobile web devices, and tablets.	<ol style="list-style-type: none"> <li>1. Describe the software framework used for the system and how it relates to the common and best practices for software of this type.</li> <li>2. Describe the web-based elements of the software, including compatibility (and incompatibilities) with browsers (list browser compatibilities and incompatibilities).</li> <li>3. Describe whether the system requires add-ons (e.g. Java, Adobe Flash) for people to use it. If so, which add-ons are required.</li> </ol>
Redundancy and Availability	The system <b>must</b> have a mechanism for redundancy and have a planned uptime availability of no less than 99.9% of a 24x7x365 period.	<ol style="list-style-type: none"> <li>1. Describe the solution’s system redundancy and uptime availability. Describe corporate commitment to supporting this requirement with clients.</li> <li>2. Describe corporate commitment to supporting this requirement with clients.</li> </ol>
Outages, Upgrades, and Maintenance	<p>For hosted solutions, the vendor <b>must</b> have a mechanism to communicate outages, upgrades, and maintenance.</p> <p>The proposer may provide software upgrades when they become available, giving OSU a choice about the upgrade.</p>	<ol style="list-style-type: none"> <li>1. Describe how communication for expected and unexpected outages occurs.</li> <li>2. In the event of an outage describe the recovery time objectives (maximum amount of time down) and recovery point objectives (maximum amount of time for data lost).</li> <li>3. Describe how vendor-initiated system upgrades are managed (e.g. set time frames, how much notice is provided,</li> </ol>

		etc.) and the frequency with which upgrades occur. Differentiate between small and large upgrades, include any cost to OSU in the process and description, and describe choices available about whether or not to have the upgrade.
Data Storage Allowances	OSU requests that there are no limits to data storage.	1. Describe the data storage policy and allowances. Distinguish between the catalog and curriculum proposal systems.
Testing and Production Operations	The solutions may provide separate testing/development environments	1. Describe how the client can test the system and whether it is using the production system or in a separate testing environment.
Backup	The system <b>must</b> provide a tape backup solution to ensure business continuity and to restore to a previous backup in the event of a loss of system or data corruption.	1. Please describe the proposed solution's backup tools and strategies.
Single Sign On	The system <b>must</b> support single sign on user account management. The system <b>must</b> provide a mechanism for manual addition and removal of user accounts. The system <b>must</b> provide a manual mechanism for creating test user accounts.	1. Describe how the proposed solution uses CAS, Shibboleth, SAMI, or LDAP authentication and meets the required specifications. 2. Describe how the system uses a manual mechanism for managing user accounts and creating test accounts.
Interaction with Banner	The solution <b>must</b> be able to interface with the Ellucian Banner Student Information System. Preferably, the solution should be capable of synchronizing data going to and from the Ellucian Banner SIS system.	1. Describe the process of pulling data from Banner into the solution(s) and the frequency with which the system is updated with Banner SIS data. Distinguish between the catalog and curriculum proposal system. 2. Describe the type of Banner data that are incorporated into the system (e.g. courses, people's status and associations, etc. for the CPS) (e.g. to determine the program, level, college and campus, and not just the major code for the catalog). Distinguish between the catalog and curriculum proposal system. 3. Describe the process by which data from the solution updates Banner and the frequency with which the system is updated. 4. If you solution does not presently interface with Banner, you must include the cost of accomplishing that in your pricing. Your interface must be available within 4 weeks after receipt of order.
ADA Compliance	The system <b>must</b> be American Disability Act (ADA-Section 5.08) compliant. The following link describes the terms of OSU's policy on Information Technology Accessibility: <a href="http://oregonstate.edu/accessibility/ITpolicy">http://oregonstate.edu/accessibility/ITpolicy</a>	1. Describe how the solution meets ADA requirements /OSU policy on IT accessibility.

**b. Set-up and Maintenance Specifications and Submittal Requirements**

Initial Set-up	The proposer <b>must</b> provide support to set up the joint curriculum proposal and catalog system, transferring current and historic curriculum proposal and catalog material and providing training.	<ol style="list-style-type: none"> <li>1. Describe briefly the process to initially set-up the system (a more detailed timeline and description is requested in section 3). Distinguish between the set up for catalog and curriculum systems.</li> <li>2. Describe the programming/technology support that will be needed from OSU to set-up and eventually maintain the system. (This can be a general overview of the process, a more specific timeline is requested at the end of this table).</li> <li>3. Describe the training support that will be provided as part of the set-up and post-set-up.</li> </ol>
Maintenance and Errors	The proposer <b>must</b> address in a timely manner problems or errors in software, and if hosted, in the hardware, that significantly impact usability.	<ol style="list-style-type: none"> <li>1. Describe how system errors and fixes are managed, including the typical time to respond to and fix errors or problems.</li> </ol>
Customer Requests	The proposer may address “wish list” items submitted by OSU as a result of interactions with the software.	<ol style="list-style-type: none"> <li>1. Describe how “wish lists” are managed by the proposer and whether they are included in the maintenance fees or require additional fees to create and implement.</li> <li>2. Describe how wish list items are managed, include typical response times.</li> </ol>

**c. Course Proposal System Functionality**

Forms and Workflow	The system <b>must</b> provide a systematic approach to managing and editing curriculum content.	<ol style="list-style-type: none"> <li>1. Describe the process for creating new forms (e.g. forms for different processes such as course proposals – new or revised, new degree programs, etc.), and making changes to existing forms. Distinguish when/whether new forms and/or changes to forms are done from the user-end or requests need to be submitted to the vendor.</li> <li>2. Describe dynamic features in the forms (such as fields that may appear if the user indicated the course is part of the general education curriculum, automatic insertion of information into certain fields, etc).</li> <li>3. Describe how non-Banner data are imported into forms for drop-down menus (such as general education learning outcomes).</li> <li>4. Describe the text entry features (for proposers) in proposal forms (e.g. spell check, bold, etc.) and the ability to copy and paste tables and images into the proposal.</li> </ol>
	The system <b>must</b> provide the ability to define standard approval paths for curriculum management, as well as provide mechanisms to make exceptions and by-pass pathways.	<ol style="list-style-type: none"> <li>1. Describe the relationship between forms and workflows.</li> <li>2. Describe how the system manages workflows and options for workflow configurations (e.g. linear flow, multiple simultaneous reviewers, if/then scenarios) based upon proposal type (differing work flows for different types of proposals)</li> </ol>
	The system <b>must</b> provide the ability to create an unlimited number of curricular approval paths/workflows.	<ol style="list-style-type: none"> <li>1. Describe how new curricular approval paths/workflows are set up in the system. Can they be set up by the user or do they</li> </ol>

		<p>need to be set up by the vendor?</p> <ol style="list-style-type: none"> <li>Describe the process that needs to occur if a work flow needs to be “permanently” changed for a given proposal type. Can they be changed by the user or do they need to be set up by the vendor?</li> <li>Describe the process to manually skip over steps in a workflow for a single proposal (e.g. skip steps) and/or be re-routed (e.g. sent back to the proposer and/or to other steps in the work flow) for a unique proposal/circumstance.</li> <li>Describe how the system manages existing proposal submissions that are in the system and what occurs if “permanent” changes are made to workflows, forms, or reviewer lists (what affect/impact it might have on those proposals).</li> </ol>
Reporting	The system <b>must</b> have the ability to run status reports of proposals existing at different stages in the system.	<ol style="list-style-type: none"> <li>Describe the reporting features of the solutions.</li> </ol>
Reviewers and Administrator Rules	The system <b>must</b> provide an efficient and accurate mechanism to assign individuals or groups (such as committees) different roles and assignments in the system. Different roles <b>must</b> have different permissions in the system. One of the roles <b>must</b> be a super-administrator role.	<ol style="list-style-type: none"> <li>Describe how the solution sets up and manages reviewers and changes in individuals (as their position in the university changes)</li> <li>Describe whether these changes are in-put by an administrator or if there are Banner exchanges for the updating.</li> <li>Describe how the solution manages multiple reviewers and potential “simultaneous” edits in the same work flow stage (e.g. two people in a department or three people in a committee).</li> <li>Describe how the solution manages hierarchical permissions (e.g. multiple committee members are assigned but only one has permission to “complete” the review.</li> <li>Describe how the solution manages users with varying roles in the workflow.</li> <li>Describe the super-administrator permissions and actions a super-administrator can take in the system.</li> </ol>
Alerts	The system may have alert features that call attention to potential conflicts and/or actions that may impact inter-connected items. The system may have alerts to remind reviewers to complete their review.	<ol style="list-style-type: none"> <li>Describe any reviewer or administrator alert functions in the system.</li> <li>Describe alert features for catching potential problems, such as pre- or co-requisite courses, courses that have not been offered or are no longer offered, conflicts, etc.</li> </ol>
Tracking, Notes, and Historic Documentation	The system <b>must</b> track changes, reviews, and decisions about proposals that go through the system.	<ol style="list-style-type: none"> <li>Describe if the system automatically generates a unique tracking number for each proposal or how proposals are uniquely identified or tracked in the system.</li> <li>Describe how the solution tracks changes to the proposal as it goes through the work flow (include description of tracking that occurs if the workflow is modified for a single proposal).</li> <li>Describe how the system manages reviewer</li> </ol>

		<p>notes. Be sure to include who can make notes, who can see the notes, and how the notes are managed in historic documentation.</p> <ol style="list-style-type: none"> <li>Describe how the system tracks the current status/location of the proposal. Include descriptions for the submitter, reviewer, and administrator (who may be tracking many proposals).</li> <li>Describe how the system stores proposal histories and whether there are associations made between historic proposals and new, related proposals. Also describe if there are any mechanisms to associate historic proposals to future name changes (unit, degree, or course name changes, including course designator or numbering changes).</li> <li>Describe if the system has any features to manage syllabi associated with a course proposal. (e.g. Does the system store the syllabi in a database? Associate the syllabi with a course in the catalog? Make syllabi automatically available to the public?)</li> <li>Describe how and in what format historic documentation is transferred over to the Institution if it will no longer be stored on vendor servers.</li> </ol>
Public Access to Proposals	The system <b>must</b> have flexibility to make proposals available to the public.	<ol style="list-style-type: none"> <li>Describe how the system manages public (outside of the OSU community) access to proposals that are currently in the system and historic proposals.</li> <li>Describe what, if any, aspects of the system are password protected.</li> <li>Describe what options or flexibility the institution has for making parts of the system publically available.</li> </ol>
Printing	The system <b>must</b> be able to print out proposal content in an organized and usable format. It may allow printing of the entire document including attachments. It may allow formatting changes to be made to the document.	<ol style="list-style-type: none"> <li>Describe the ability of the system to print out or save the entire proposal in a single electronic document format, and the formats it can be saved in (e.g. Word, text, pdf). Be sure to include how attachments in the proposal are handled when converting the proposal to a single final (printable, savable) document. If a proposal can be printed in a single document, describe whether/how the document can be formatted (e.g. change font, margins, headings, etc.)</li> </ol>
Search Function, Proposal Retrieval, and Organization	The system <b>must</b> have a search function that allows proposals to be retrieved using different search parameters.	<ol style="list-style-type: none"> <li>Describe search functions and how proposals are organized in the system for efficient retrieval, especially as they accumulate in large numbers over time.</li> </ol>
Connected or Cross-linked Proposals	The system may have features that provide current or historic connections between proposals.	<ol style="list-style-type: none"> <li>Describe any features related to connected or cross-linked proposals, either moving through the system simultaneously, or historic connections.</li> </ol>
Agenda Generation	The system may create agendas for committee action items.	<ol style="list-style-type: none"> <li>Describe any agenda-generating features of the system.</li> </ol>
User Interface for Proposal Submitters and Reviewers	The system <b>must</b> have an intuitive and user-friendly interface with descriptive self-help functions.	<ol style="list-style-type: none"> <li>Describe the experience for the faculty user who is submitting a curriculum proposal for the first time. Be sure to highlight how they</li> </ol>



		<p>can be “educated” about the steps and process via interaction with the proposal form. Please describe how help features are set up.</p> <p>2. Describe the experience for the faculty reviewer of a proposal. Be sure to highlight the features help the reviewer experience.</p>
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**d. Catalog Functionality**

<p>Interaction Between the Curriculum Proposal System, the Catalog, Banner, and My Degrees</p>	<p>The solution <b>must</b> connect the curriculum proposal and catalog systems and provide an effective way to make changes in catalog data based upon approvals to proposals that go through the curriculum proposal system.</p>	<ol style="list-style-type: none"> <li>1. Describe the interaction between the curriculum proposal system and the catalog, including what is automatically transferred from the proposal into the catalog and/or what is intercepted/edited before it gets published online. Be sure to include description of features that prevent or address common problems that may occur in the transition between proposal entries and finished catalog products.</li> <li>2. Describe how the solution manages propagation of changes throughout the catalog and within the curriculum proposal system. Be sure to describe whether and how historic elements are managed when a change is made (for example, if a course number or designator is changed, how does that change propagate through the system and do references to the previous designator or number remain for historical reference?).</li> <li>3. Describe whether the system has any effective date features for approved curriculum modifications and where and how such a feature manifests (e.g. in the curriculum management system and/or catalog).</li> </ol>
	<p>The solution may interface with My Degrees (Degree Works)</p>	<ol style="list-style-type: none"> <li>1. Describe whether and how the catalog interfaces with MyDegrees (DegreeWorks) to present academic program requirements or notify students if two courses are historically equivalent.</li> </ol>
<p>Permissions</p>	<p>The system <b>must</b> provide the ability to define standard approval paths for catalog edits and <b>must</b> be modifiable.</p>	<ol style="list-style-type: none"> <li>1. Describe how the solution manages permission levels for the catalog and how the user would modify an approval path.</li> </ol>
<p>Editing</p>	<p>The system <b>must</b> provide a systematic approach to managing and editing catalog content.</p>	<ol style="list-style-type: none"> <li>1. Describe how additions to, deletions from, or edits to the catalog are performed and how the solution manages changes made within a catalog (e.g. whether and how those changes are propagated in the system, and how that relates to previous versions of the catalog).</li> <li>2. Describe how changes are made in the catalog to reflect changes in names or organizational structure (e.g. units merge, a degree moves to another department, etc.).</li> <li>3. Describe how the system manages development and production modes of the catalog.</li> </ol>
	<p>The system <b>must</b> provide a historical view of Catalog edits.</p>	<ol style="list-style-type: none"> <li>1. Describe how the system tracks edits made to the catalog, including details about who</li> </ol>

		<p>made the change, when the change was made, and the action that occurred.</p> <p>2. Describe whether and how the system archives catalog edits.</p>
	The system <b>must</b> provide a WYSIWYG editor.	1. Describe WYSIWYG editing for text and tables and the ability to include HTML text.
Versions	The system <b>must</b> provide a mechanism for the storage and display of historical catalogs.	1. Describe how previous versions of the catalog are stored and any relationship between other versions of the catalog.
	The system <b>must</b> provide a mechanism to differentiate between campuses.	1. Describe how the catalog manages multiple campuses.
Rules	The system may provide rules functions that help manage the catalog.	1. Describe any rules functions that help manage the catalog (for example how long a given course number cannot be used and when it becomes available again).
Printing	The catalog <b>must</b> be downloadable into a printable format, keeping branding and catalog organizational features.	1. Describe options for generating print versions of the catalog (Word, PDF, other). Include descriptions of whether formatting changes can be edited prior to printing.
	The proposer <b>must</b> be willing to work with OSU to set up an acceptable standard for printing output.	1. Describe how the vendor will work with OSU to set up an acceptable standard for printing output and any limitations to that process.
Branding	The solution <b>must</b> allow institutional branding.	1. Describe how the solution allows institutional branding.
Reports	The solution <b>must</b> allow users to run a variety of reports.	1. Describe how the catalog feature can generate dynamic reports from banner/and or from the curriculum management system (e.g. Baccalaureate core course lists; core lists by college or program; master list of academic programs from Banner SOACURR: undergraduate and graduate majors, minors, options, certificates, endorsements and graduate areas of concentration.)
Display of Data/Information	The catalog <b>must</b> display courses and affiliated course data.	<p>1. Describe how the catalog presents individual course data including: terms offered, currently scheduled courses, course designator, number, name, description, pre-requisites, cross-listings (e.g. BOT 151/BIO 151) and slash versions of a course (MTH 450/MTH 550), affiliation with honors or baccalaureate core, campus affiliation/location, and fees associated with the course. If the system is pulling data from Banner please note the following and address it in the response: Banner Course Catalog does not have a campus code assignment field (only campus restrictions). Banner SSASECT has campus field, but not all courses are always scheduled.</p> <p>2. Describe how the system manages additions, deletions or modification of course data.</p> <p>3. Describe whether the catalog solution allows listing of course or subject contacts.</p> <p>4. Describe any features that can display future course offerings by subject, campus, and term.</p> <p>5. Describe the ability of the catalog to filter out</p>

		<p>defunct subject codes, college codes, department codes, defunct programs listed in SOACURR tables, etc. Describe features to manually adjust data sourced from Banner and the ability to control the display of unusual data (e.g. there are several majors set-up in curriculum that is not considered “awardable degrees” and this should be displayed differently).</p> <p>6. Describe the ability of the catalog to display the schedule of classes, real-time class enrollments and wait list information, including whether it can manage slash course enrollments (combining 400-500 enrollments in slash courses).</p>
	The catalog <b>must</b> display degree programs by campus	<p>1. Describe the ways in which the catalog displays degree programs and campus affiliations.</p> <p>2. Describe whether the catalog solution can dynamically generate tables for major code descriptions and major restrictions by term.</p>
	The catalog may have dynamic features that allow students to generate course schedules.	1. Describe whether students can display and print a schedule for multiple possible courses in different subjects.
	The catalog <b>must</b> be able to display on mobile devices and tablets.	1. Describe the ability of the catalog to display on mobile devices and tablets. Please specify devices.
Search	The catalog <b>must</b> have a search feature for all catalog content.	1. Describe the search features for the catalog. Are there mechanisms to allow searches to access key areas of the catalog? Search by subject code, credits, course attribute, baccalaureate core category, program, etc.? Searching by multiple criteria to narrow a search?
Usage Data	The catalog may provide usage data.	1. Describe whether and how the catalog collects user/usage analytics.

**e. Other Functionalities and Features**

Custom Modifications	Proposers may provide custom modifications	1. Please provide a description of how you handle items that are identified as out of scope or that require custom development work. Please include a description of pricing/cost estimates for such work (e.g. hourly fees)
Other Functionalities	The curriculum proposal and catalog systems may provide other functionalities not addressed above. The vendor may also offer additional products that connect with the curriculum proposal and/or catalog systems.	1. Describe other functionalities of the system that have not been addressed above and/or additional unique features or options offered by your company.

**f. Schedule Expectations**

Expected Start Dates	The project is expected to begin almost immediately following the final contract award. The vendor <b>must</b> be able to begin the project no later than six weeks following the award.	1. Please state whether the vendor can meet this schedule. If this start date is not possible, please explain.
Timeline	The proposer <b>must</b> provide a timeline for implementing the curriculum	1. Please provide a sample project plan and timeline.

	proposal and catalog systems	<p>Please include a brief summary of your project management and process methodology.</p> <p>Please include an explanation of how scope creep and sliding deliverables are handled.</p> <p>Please specify resources that must be provided by OSU (skill level and time estimates).</p> <p>User training <b>must</b> be provided. Please describe user training and the timeframe in which it is executed.</p> <p>Technical support <b>must</b> be supplied. Please define expectations for deliverables of your staff versus OSU staff. Include time estimates.</p>
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**6.0 EVALUATION**

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:  
 OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).

- b. First Stage Evaluation:  
 Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions during first stage evaluations to any or all Proposer's. These questions will be for clarifying proposals as submitted and shall remain within the intent of the RFP.

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

- c. Second Stage Evaluation:  
 If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:
  - i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
  - ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:

- Informing Proposers of deficiencies in their initial Proposals;
- Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
- Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.02.

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 EVALUATION CRITERIA**

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

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the preferred qualifications stated in Section 4	05
Proposal relative to the Technical Information	13
Proposal relative to the Set-up & Maintenance Information	13
Proposal relative to the Course Proposal System Functionality	70
Proposal relative to the Catalog Functionality	70
Proposal relative to the Other Functionalities and Features	05
Proposal relative to the Schedule Expectations	04
Price of the goods or services	20
<b>Total</b>	<b>200</b>

Pricing

The Proposer who proposes the lowest total cost to OSU will receive the maximum amount of price points. Proposer's whose cost is higher than the lowest will receive a fewer number of price points in a relational (proportional) manner as described below.

Example of pricing point's calculation:

- Proposer A's pricing is \$450 (the lowest)  
Proposer A is awarded 20 price points (the maximum)
- Proposer B's pricing is \$500  
Proposer B is awarded 18 price points (450/500 x 20)

**6.03 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.

- d. OSU reserves the right to make the Award to the second rank Proposer if negotiations with the highest-ranked Proposer fail to reach an acceptable conclusion.

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 review or execution of the Contract.

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

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

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

#### 7.03 REQUESTS FOR CLARIFICATION OR CHANGE

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

#### 7.04 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PCMM will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you are advised to consult the OUS procurement website, prior to Proposal submittal, to ensure 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.

#### 7.05 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 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.

#### 7.06 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.

#### 7.07 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.**

#### 7.08 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.

#### 7.09 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.

#### 7.10 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.

#### 7.11 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.

#### 7.12 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.

#### 7.13 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.

#### 7.14 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.

#### 7.15 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 REVIEW

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

#### 7.17 PROPOSAL RESULTS

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

#### 7.18 PROPOSAL PREPARATION COST

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

#### 7.19 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.

#### 7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

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



**EXHIBIT A**  
**SAMPLE CONTRACT**

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its Academic Programs, Assessment, and Accreditations Department (APAA) ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number JF167626P entitled Curriculum Proposal system & Joint Catalog Solution and was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

**A. CONTRACT TERM.**

This Contract is effective on the date of last signature and expires three (3) years from that date. This Contract may be renewed, upon mutual agreement of the parties through written amendment, for nine (9) additional one (1) years terms based on the current terms and conditions provided that the total Contract Term does not extend beyond twelve (12) years.

**B. TERMINATION.**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

**C. REMEDIES FOR CONTRACTOR'S DEFAULT.**

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## 2. STATEMENT OF WORK:

### A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract: (See Attachment A)

### B. KEY PERSONS.

N/A

### C. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

### D. BUSINESS REVIEWS.

Contractor will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

## 3. COMPENSATION:

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$(insert total amount of contract).

### A. METHOD OF PAYMENT FOR SERVICES.

Combination Fixed Price and Hourly Rate) OSU shall pay Contractor \$(insert fixed price) for [insert deliverables]. OSU shall pay Contractor \$(insert hourly rate) per hour up to but not in excess of \$(insert maximum amount) for [insert deliverables].

### B. BASIS OF PAYMENT FOR SERVICES.

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

### C. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

### D. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;

- d. The total amount due and the payment remittance address.

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

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

#### **PRICE ESCALATION**

Contractor shall keep the pricing specified in Attachment B the same throughout the initial Term of the Contract. Contractor may negotiate unit costs after the initial Term for subsequent renewals. Contractor shall submit any proposed increase in the unit costs in writing to PCMM for consideration at least sixty (60) days before the renewal period. Contractor must provide support documentation to back up the request. Accepted increases, by PCMM, in the pricing will remain the same for the full term of the renewal period.

#### **4. INSURANCE:**

##### **A. GENERAL LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2 Million per occurrence and \$4 Million aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and the Oregon University System, their officers, employees and agents shall be included as additional insured in said insurance policy.

##### **B. PROFESSIONAL LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.

##### **C. AUTOMOBILE LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

##### **D. PROPERTY INSURANCE.**

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

##### **E. PRIMARY COVERAGE.**

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

##### **F. 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.

**G. CERTIFICATES OF INSURANCE.**

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

**H. NOTICE OF CANCELLATION OR CHANGE.**

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to OSU.

**5. INDEMNIFICATION:**

**A. INDEMNITY.**

- a. Contractor shall indemnify and hold harmless OSU, the Oregon State Board of Higher Education and their respective officers, board members, employees, agents and other representatives against claims, expenses, or losses: (i) that result from Contractor's negligence, wrongful acts or willful misconduct, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.
- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.
- c. Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

**B. DEFENSE.**

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

**6. LAWS AND POLICIES:**

**A. APPLICABLE LAW; JURISDICTION AND VENUE.**

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for

the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

#### B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable policies of the Oregon University System and OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

#### C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

**D. PUBLIC RECORDS LAW NOTICE.**

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

**E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.**

Services supplied under this Contract shall comply with all 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.

**F. 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.

**G. FIREARMS POLICY.**

The State Board of Higher Education has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on Board-owned or Board-controlled property.

**H. PARKING.**

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

**I. SEXUAL HARASSMENT POLICY.**

The State Board of Higher Education has adopted policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

**J. SMOKING POLICY.**

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents,

subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

**K. WEBSITE ACCESSIBILITY.**

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

**7. GENERAL TERMS AND CONDITIONS:**

**A. ORDER OF PRECEDENCE.**

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

**B. NO THIRD PARTY BENEFICIARY.**

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

**C. ASSIGNMENT/SUBCONTRACT/DELEGATION.**

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

**D. WAIVER.**

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

**E. ACCESS TO RECORDS AND AUDIT.**

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, the federal government, and their duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU, Oregon University System, or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU, Oregon University System, or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator  
OSU PCMM  
ATTN: [Contract No.] Contract Administrator  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Telephone: (541) 737-4261  
Fax: (541) 737-2170  
E-mail: [pacs@oregonstate.edu](mailto:pacs@oregonstate.edu)

and:

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

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

I. OSU NAME AND TRADEMARK.

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



J. RECYCLABLE PRODUCTS.

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

K. SALES AND USE TAXES.

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

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

N. 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.

O. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

P. MERGER.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

**8. CERTIFICATIONS AND SIGNATURES:**

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its

terms;

- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;
- D. Pursuant to ORS 305.385(6), Contractor, to the best of the person's knowledge, is not in violation of any tax laws described in 305.380(4).

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

**CONTRACTOR:**

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

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

By: \_\_\_\_\_

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

**OSU:**

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

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

By: \_\_\_\_\_

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

ATTACHMENT A

STATEMENT OF WORK (SOW)

(The SOW will be derived from “must haves” from Section 5.02 a-f, combined with the vendor responses)

ATTACHMENT B

PRICING

(Exhibit D of RFP will be inserted here after successful negotiations)

**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.

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

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

Name (Type or Print): \_\_\_\_\_

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

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

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

FEIN ID# or SSN# (required): \_\_\_\_\_

Email: \_\_\_\_\_

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

Address, City, State, Zip: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation

Partnership

LLC

Sole Proprietorship

Non-Profit

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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**EXHIBIT D  
PRICING**

Line	Description	Total	
1	License Fee – Year 1	1.a. Curriculum Proposal System	\$
		1.b. Catalog	\$
2	Implementation – Year 1	2.a. Curriculum Proposal System	\$
		2.b. Catalog	\$
3	Training – Year 1	3.a. Curriculum Proposal System	\$
		3.b. Catalog	\$
4	Customization – Please include any costs for custom enhancements required by this RFP. Please describe the enhancements.	4.a. Curriculum Proposal System	\$
		4.b. Catalog	\$
<b>Total Year 1</b>		<b>\$</b>	
5	Annual Fees – Year 2 Please include a brief summary of what is covered in the annual fees (i.e. hosting, support, upgrades, training, etc.)	5.a. Curriculum Proposal System	\$
		5.b. Catalog	\$
<b>Total Year 2</b>		<b>\$</b>	
6	Annual Fees – Year 3 Please include a brief summary of what is covered in the annual fees (i.e. hosting, support, upgrades, training, etc.)	6.a. Curriculum Proposal System	\$
		6.b. Catalog	\$
<b>Total Year 3</b>		<b>\$</b>	
<b>Total Year 1, 2, &amp; 3</b>		<b>\$</b>	

Fees for additional services not covered in the fees described above.

Please provide a description of when these fees are incurred and your process for communicating when a fee would be incurred or whether it is part of the costs outlined in the above table. If additional fees would be incurred by an action or activity, please describe your process for providing estimates.

Line	Description	Hourly Rate
8	Project management (provide examples/brief descriptions of this type of service)	\$
9	Consulting services (provide examples/brief descriptions of this type of service)	\$
10	Senior programmer (provide examples/brief descriptions of this type of service)	\$
11	Junior programmer (provide examples/brief descriptions of this type of service)	\$
12	Web UX support (provide examples/brief descriptions of this type of service)	\$
13	Graphic services (provide examples/brief descriptions of this type of service)	\$
14	Training that is not covered in the above fees (provide examples/brief descriptions of this type of service; If travel costs for training are expected to be covered by OSU, please describe.)	\$
15	Other (provide examples/brief descriptions of this type of service)	\$

Multi-Year Payment Discounts

Please indicate if your company provides discounts for multi-year payments (as opposed to annual payments). Provide a description of the terms.