



**REQUEST FOR PROPOSAL  
No. EH167194P**

**Information Technology Service Support Management Tools**

**PROPOSAL DUE DATE AND TIME:**  
February 7, 2014 (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 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## **1.0 GENERAL**

### **1.01 SCHEDULE OF EVENTS**

- Issue Date ..... January 22, 2014
- Deadline for Requests for Clarification or Change ..... January 29, 2014 (3:00 pm, PT)
- Proposal Due Date and Time ..... February 7, 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 be held on Monday, January 27 at 11am-12:30pm PT at the Valley Library Room 4960 (Drinkward Conference Room). A teleconference line can be made available upon request to the Administrative Contact listed below.

### **1.03 ISSUING OFFICE**

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

### **1.04 ADMINISTRATIVE CONTACT**

Name: Ed Hyatt  
Title: Procurement Manager  
Telephone: 541-737-7349  
E-Mail: Edward.Hyatt@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**

Procurement and Contract Services is seeking Responsive Responsible Proposers to submit Proposals for an Information Technology Service Support Management (ITSSM) tool. The solution must provide service management capabilities for the Information Services (IS), the central Information Technology (IT) department at Oregon State University, and have the ability to scale to additional IT and business units at OSU. This solution could potentially be used by a large contingent of departments at OSU.

## 2.02 BACKGROUND

IT at OSU is decentralized and comprised of the central IS department, and smaller IT units that deliver services to specific colleges or groups. IS delivers enterprise level IT services to the OSU community, while the other units provided focused and tailored support to their college. IS and other units at OSU are looking at an ITSSM solution to replace the current customer request tracking system, expand capabilities, reduce manual processes and provide a strong Return On Investment (ROI). The current solution does not meet the needs or future desires of Information Services or other units on campus.

## 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 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. Delivered at two physical campus locations and the online learning program (E-Campus), OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 29,000 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.

1. Supports Information Technology Infrastructure Library (ITIL) framework
2. Provides a configurable web based customer/end-user self-service portal
3. API / web services functionality
4. Customizable workflows
  - A. Ability to build workflows that automate standard changes and service requests, including launching additional child tasks. Staff should have the ability to centrally manage processes across multiple communication methods.
5. Native Reporting/Analytics
  - A. Team leads, managers and supervisors should be able to easily run reports and use advanced analytics to track metrics such as customer satisfaction, technical assistant performance, and ticket resolution times.
6. Scalability and partitioning
  - A. Ability to create separate spaces for IT or business units. For example, a separate Incident/problem queue that ties to a knowledgebase for that unit.
  - B. Ability to support ~40 different units with ~600 staff
7. Software/solution upgrades must retain previous configuration changes.
8. Encryption for hosted/SaaS solutions
  - A. Minimum of 256-bit SSL encryption for data in-transit
  - B. Data at-rest in hosted data center(s) must be stored using minimum 256-bit encryption
9. Security features incorporated into the product must safeguard records and be compliant with the Family Educational Rights and Privacy Act ("FERPA"), 10 U.S.C. Section 1232g.

### 3.02 PREFERRED SPECIFICATIONS

The following are preferred specifications which are not required but that are desired by OSU. These prices will not be incorporated into the final price determination unless OSU decides to purchase them at the time the award is made.

1. Based on or capable of supporting ITIL framework; At least 11 ITIL processes, including
  - A. Incident, Problem, Knowledge, Change, Financial, Request Fulfillment, Service Asset & Configuration (CMDB), Service Catalog, Service level, Service Portfolio.
  - B. Ability to deploy these processes independently.
2. Branding
  - A. Solution should allow customization to enable OSU branding.
3. Mobile access
  - A. Ability for staff/technicians to access and update tasks, assigned requests, schedule, etc.
  - B. Customer and technician interface must work on Apple iOS and Android platforms
4. Complies with accessibility requirements
  - A. ADA 503 & 508C
  - B. OSU Policy on Information Technology Accessibility as documented here:  
<http://oregonstate.edu/accessibility/ITpolicy>
5. Comprehensive API/web services—a programmatic interface, with detailed specs allowing import and export of data between systems and ability to initiate actions (create change, incident, problem ticket, etc.). For example, OSU would want to integrate multiple data sources and existing processes such as OTRS, RT, network monitoring software, Avaya PBX, MS Exchange, Google mail, Office 365, Noli, Pinnacle telecommunications management system and others.
6. Recognized by Gartner in the ITSM / ITSSM Magic Quadrant report.
7. Verified/certified by PinkVerify.
8. Solution delivery – Ability to provide both of the following delivery methods: On-premise installation or Software as a Service (SaaS).
9. Project management module.
10. Web based interface – no client-installed component requirement.
11. Supports all major browsers – Internet Explorer, Firefox, Chrome, Safari.
12. Ability for change, service request, incident and knowledge components to be extended to IT and non-IT groups (if, for instance, HR was to use this solution to handle HR requests).
13. Online chat/Instant Messaging integration – e.g. – XMPP protocol, Lync 2013.
14. Support for CAS or Shibboleth authentication methods.
15. Reporting/Analytics
  - A. Dashboards configurable for specific roles/audiences. For example, CIO, Managers, lead staff members, customer service view
  - B. Modifiable default and institution-definable metrics
  - C. Pre-defined reports and ad hoc reporting capabilities
  - D. Ability to programmatically access and query data sources

### 3.03 TERMS AND CONDITIONS

A sample of OSU's terms and conditions are included at Exhibit A.

## **4.0 QUALIFICATIONS**

### 4.01 MINIMUM QUALIFICATIONS

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

1. Proposer must offer the option of solution training prior to implementation of the software tool.
2. Proposer must have professional, in-house or contracted implementation services available.
3. Proposer must have the following service level agreement
  - A. Hosted/SaaS offering – at least 99% uptime
4. Proposer must allow OSU to utilize a production (non-demo) installation of the software to perform functional testing for 45-60 days before purchase.

#### 4.02 PREFERRED QUALIFICATIONS

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

1. Proposer has a history of higher education customers and can provide a list for three (3) that are comparable in size and complexity to OSU (Proposer may use Exhibit C for this purpose).
2. Proposer has at least 5 years of ITSM industry experience.
3. Proposer has support resources in the Northwest section of the United States.
4. Proposer has support resources located in native English speaking country available between 7:00 AM and 7:00 PM Pacific Standard Time.
5. Proposer has in-depth knowledge of higher education market.
6. Service level agreement
  - A. Hosted/SaaS offering – at least 99.99% uptime
  - B. Clear list of call prioritization logic and response and resolution commitments for SaaS solution. Critical calls should be responded to in no less than 15 minutes with resolution within 4 hours.
  - C. Maintenance
    - Normal/planned maintenance
      - Minimal impact of maintenance - Minimum 72 hr. notice given to point of contact. Work must take place outside of normal business hours, 7 PM and 7 AM Monday through Friday Local time, or anytime Saturday and Sunday. Date must be agreed upon between point of contact and vendor. If service is not restored during the maintenance window, point of contact must be notified via escalation procedures ASAP.
    - Unplanned/urgent
      - Point of contact must be notified immediately and updated regularly until resolved.
      - All unplanned outages will generate a follow-up report listing cause of outage, likely impact to end users, steps taken to address situation and any anticipated side effects or follow-up actions
7. Proposer has the ability to restrict data hosting to within the United States.
8. A site-license option is available for licensing/purchasing the ITSM solution.
9. Proposer offers the option of 24x7 support

### **5.0 REQUIRED SUBMITTALS**

#### 5.01 QUANTITY OF PROPOSAL

Submit one (1) original Proposal and one (1) electronic copy (PDF format) on CD/DVD/flash drive. 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 must submit the following information:

1. A brief description of Proposer's organization.
  - A. Please share any relevant information that speaks towards financial health, total number of employees, and longevity in the market (both for the organization and the specific ITSM solution). Include a list/link of office locations, both domestically and internationally if they exist, and identify any known team members that will be assigned to our account.
  - B. List the following information for the personnel who would be assigned this project: names, titles, office location, brief biographies, anticipated responsibilities for the account, and length of service with the organization.

2. Description of the responsibilities of customer service personnel, including the chain of command for problem resolution.
3. Any 5-year product roadmap that exists for Proposer's ITSM solution.
4. Description of the countries in which Proposer's data center(s) reside.
5. Description of your company's service management methodology, including a list of available resources located in the Northwest section of the United States.
6. For hosted/SaaS delivery, include the following
  - A. A sample availability report and follow up messages for a hosted customer that experienced at least one outage for the past year.
  - B. Description of Proposer's SaaS availability been for all customers over the past year and how have you measured that.
7. Ability for Proposer to provide monthly performance reporting to clients, including information such as system availability and uptime percentages for the month, submitted tickets (from OSU to contractor technical support), and any other regular reports of a similar nature.
  - A. Please share any relevant information or examples.
8. Complete and itemized pricing of the goods or services requested. If the examples below are not relevant to your licensing methods, describe your license offerings, price points and discount options.
  - A. Different user/licensing sizes
    - First
      - 300 users with ~200 accessing the system at the same time
        - 150 student employees
      - 80,000 end users/requesters for the self-service portal
    - Second
      - 600 users with ~350 accessing the system at the same time
        - 250 part time student employees
      - 80,000 end users/requesters for the self-service portal
    - Third
      - 900 users with ~600 accessing the system at the same time
        - 400 part time student employees
      - 80,000 end users/requesters for the self-service portal
  - B. Expandability and flexibility of the pricing model – What is the financial impact of adding or reducing the number of users?
    - First example – Adding or subtracting licenses/process users before the contract expires.
    - Second example – A pricing agreement that utilizes the full amount of licenses within 3 years, but starts with 1/3 – 1/2 of the licenses for the first year or two years.
  - C. Different hosting options (On-premise, SaaS, hybrid, etc.)
  - D. Describe the various licensing types including: concurrent, named, site-license, and any others that may apply.
  - E. Pricing for each module if product is offered on a per-module basis
  - F. Describe maintenance and renewal costs and how those are likely to change over time (annual uptick, discounts or special fees)
  - G. Describe support pricing, availability options and when support begins (after solution is deployed, at point of purchase, etc.)?
  - H. Training for 30-50 staff members on Incident, knowledge, problem and change
  - I. Training for 10 staff members on Service Asset and Configuration Management (CMDB)  
Detailed implementation plan for the following processes: Incident, knowledge, problem, change and service asset & configuration management (CMDB) and any associated components
  - J. Multiple year contract:
    - 1<sup>st</sup> year implementation costs, licensing costs
    - Up to 5 year total cost, with a yearly breakdown, total cost per seat/person and Total Cost of Ownership (TCO)

9. Description of technical requirements for hosting the solution on-premise. E.g. - Web server, file server, database server, and vendor access requirements for troubleshooting and updates. Include platforms, versions and technologies supported.
10. Standard statement of work for an implementation of this size and complexity.
11. Description of a typical staged implementation for a similarly sized customer including the order in which services are introduced, recommend training, expected time to implement and resources required for successful deployment.
  - A. Include details of of a typical implementation designed to replace existing incident and change management tools and integrate with a variety of data sources.
12. Description of standard reports available with this system and how customized reports are created, including any tools, cost or access considerations for creating customized reports.
13. Description of the extent to which the product may be customized by the customer and the type and cost of customizations typically performed by the vendor.
14. Description of functions available through the standard API/web services. Provide a link to your API documentation.
15. Description of how the solution adheres to Family Educational Rights and Privacy Act ("FERPA"), 10 U.S.C. Section 1232g compliance.
16. The completed Excel file "167194 - FeaturesForITSM - RFP", in electronic (XLSX) format. Add more pages as necessary for additional notes.
17. Description of how the Proposer's solution does or does not meet the required and preferred specifications in section 3. Be specific for each item listed in the specifications section.
18. Description of how the Proposer's solution does or does not meet the minimum and preferred qualifications in section 4. Be specific for each item listed in the qualifications section.
19. Exhibit B: Certifications, fully completed.
20. Exhibit C: References, fully completed.
21. Exhibit D: Hosted/SaaS solution.

## **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 position within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, 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 6.03.

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 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>
Quality of proposed solution and match for OSU described needs/required submittals	45
Proposal relative to the preferred specifications	15
Proposer's qualifications relative to the preferred qualifications	10
<u>Price of the goods or services</u>	<u>30</u>
<b>Total</b>	<b>100</b>

**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.

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 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 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 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 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 TERMS AND CONDITIONS

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

### 1. DEFINITIONS:

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

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

### 2. 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.

### 3. 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.

### 4. 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.

### 5. APPLICABLE LAW, JURISDICTION AND VENUE:

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

### 6. 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.

### 7. 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) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

**8. CONFIDENTIALITY:**

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

**9. 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.

**10. 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.

**11. 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.

**12. GOVERNMENT EMPLOYMENT STATUS:**

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

**13. INDEMNITY, RESPONSIBILITY FOR DAMAGES:**

- a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**14. 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.

**15. 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.

**16. 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 commensurate with the statute of limitations for tort claims in Oregon.

**17. 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).

**18. NECESSARY COMPONENTS:**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. RECYCLABLE PRODUCTS:**

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

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. SEXUAL HARASSMENT:**

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

**30. STANDARD COMPONENTS:**

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

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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



**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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<b>EXHIBIT D</b> <b>HOSTED/SOFTWARE AS A SERVICE INFORMATION</b>
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1. Provide a copy of, or link to, your Service Level Agreement (SLA).
2. List any unplanned outages during the last three years, state the duration and cause of each outage and steps taken to prevent the problem from reoccurring.
3. Describe the hardware and architecture of the hosting environment. Identify the mechanisms used to ensure availability and resiliency of the proposed solution.
4. Describe the software architecture of the proposed solution and how it ensures the availability and resiliency of the proposed solution.
5. Indicate whether the Proposer hosts the application or uses a third party for hosting or as an ASP (Application Service Provider). If a third party is used for hosting, respondents should document the nature of these relationships in Submittal.
  - a. State whether any of the hosting sites or software components which will support the proposed solution are located outside the United States.
6. Provide one of the following:
  - a. Third-party audited SSAE-16 SOC 2 report, including report for any colocation provider
  - b. Third-party audited ISO 27002 report (a NIST 800-53 audit would also be acceptable)
  - c. Self-assessed Cloud Security Alliance controls matrix
7. Provide a report of any known security breaches of the proposed system during the last two years and your response.
8. Describe how outages or service degradation issues are communicated to customers.