



**REQUEST FOR PROPOSAL
No. JF175140P**

OSU Emergency Notification System (ENS)

PROPOSAL DUE DATE AND TIME
SEPTEMBER 25, 2015 (3:00 PM, PT)

SUBMITTAL LOCATION

Oregon State University
Procurement, Contracts and Materials Management
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 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.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date.....September 3, 2015
- Deadline for Requests for Clarification or Change.....September 15, 2015 (5:00 pm, PT)
- Proposal Due Date and Time.....September 25, 2015 (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 Materials 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: 541-737-6995
 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 OSU Procurement Standard in all material respects with the criteria outlined in the Request for Proposal.
- h. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for an Emergency Notification System that provides capability to notify recipients of time urgent information during crisis situations as well as routine/daily message management for user groups.

2.02 BACKGROUND

Oregon State University's current messaging system was part of a centralized contact negotiated by the Oregon University System (OUS), which was dissolved in 2014. As the existing OUS contract expires, OSU is

seeking vendors to provide an Emergency Notification System (ENS) service capable of supporting OSU's needs and operations. The current alerting system consists of approximately 33,000 persons (26,000 students + 7,000 faculty/staff), resulting in 72,408 contacts (9,262 faculty/staff, 62,219 students, 927 other). A contact is defined as a communication method such as telephone, text device, or email. As a minimum, OSU required 1 email contact per person. Most persons add additional phones/emails/text devices to receive notifications. The system would also enable groups to develop communication lists and conduct routine messaging as determined by each list's audience. This system will be used by OSU to meet requirements of the Clery Act (Exhibit A, Section 6.C.f.).

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 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 the desired specifications and contractual terms and conditions is included at Exhibit 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. 5 years' experience deploying and supporting a mass communication system with institutions of similar size.

4.02 PREFERRED QUALIFICATIONS

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

- a. Experience deploying and supporting a mass communications system with institutions of higher education.
- b. History of passing third party security audits of system.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). 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 submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Proposers must submit the following information:

- Description of how the goods or services offered specifically satisfy the desired specifications described in section 3.
- Detailed information about how the Proposer meets the minimum and preferred qualifications described in section 4. At a minimum, the Proposer should provide;
 - Company history showing a minimum of five years' experience and institutions presently utilizing your product and services.
 - Experience working with institutions of higher education, if applicable.
 - Samples of third party audits performed on your products and services, if applicable.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Security Information Systems Questions, fully completed. Title your response "Responses to Exhibit D".
- Exhibit E: RFP Supplemental Questions, fully completed. Title your response "Responses to Exhibit E".
- Exhibit F: Pricing Sheet, fully completed.

6.0 EVALUATION

6.01 EVALUATION

OSU intends to select a Contractor who best demonstrates how they will meet the requirements as set forth in this RFP.

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, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications 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 OSU Procurement Standard 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. Scores will be used to determine Proposers 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, as determined by OSU in its sole discretion.

OSU reserves the right to ask follow-up questions of any or all proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

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.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU’s best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

- 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 Statement of Work, Exhibit A, Attachment A	20
Proposer’s qualifications relative to the minimum and preferred qualifications	5
Proposer’s responses to OSU Security Questionnaire, Exhibit D	15
Proposer’s responses to RFP Supplemental Questions, Exhibit E	20
Price of the goods or services	40
Total	100

Pricing Calculation:

The Proposal that contains the lowest cost solution for initial two (2) year term will receive the maximum number of price points. A Proposal whose cost solution is higher than the lowest cost solution, during the same period, will receive proportionately fewer price points, as demonstrated in the example below.

- Proposer A’s price is \$450 (the lowest)
Proposer A is awarded 40 price points (the maximum)
- Proposer B’s price is \$500
Proposer B is awarded 36 price points (450/500 x 40)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. 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 as determined by OSU.

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 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.

6.03 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

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 Standards, Policies and Procedures.

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Procurement Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Procurement Standard 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and catalogue numbers listed in a specification are for informational purposes only 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 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.

7.04 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.

7.05 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. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 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.

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals 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 trade secret as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 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.

7.10 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.

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Procurement Standard 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 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.

7.13 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 from the RFP closing date. 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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 OSU Standards, Policies, and Procedures. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 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.

7.19 PROPOSAL PREPARATION COST

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

7.20 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.

7.21 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 OSU Procurement Standard 580-061-0145.

EXHIBIT A SAMPLE CONTRACT

This Contract is between Oregon State University for its Department of Public Safety ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal, number JF175140P, entitled OSU Emergency Notification System (ENS) and Contractor 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 for two (2) years from the date of last signature. OSU has the option to extend the term of this Contract for four (4) additional two (2) year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

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:
As stated in Attachment A, Statement of Work.

B. 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.

a. Interim Acceptance Testing.

In the event the Statement of Work contemplates acceptance testing of any Deliverable prior to the delivery of the complete System for acceptance testing, OSU and Contractor shall conduct such interim acceptance testing. OSU's acceptance of a Deliverable pursuant to any interim acceptance testing as set forth in the Statement of Work shall not be construed as a waiver by the OSU of its right to decline to accept the System if the System fails System acceptance testing.

b. Initial System Testing.

If the System fails to conform to or perform in accordance with specified requirements, OSU will notify Contractor, in writing, specifying the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failure within ten (10) business days from the date of receipt of OSU' notice or such date as OSU shall specify in its notice, and shall resubmit the corrected System to OSU for retesting at no additional charge to OSU.

c. Acceptance Period.

Upon completion of Initial System Testing, OSU shall use the System for the transformation and processing of System data in a live production environment for a minimum period of ninety (90) days. At the end of such ninety (90) day period, there shall be no known unresolved or uncorrected program errors, as communicated in writing from OSU to Contractor. For the purpose of this, "unresolved or uncorrected program errors" are programming errors that prevent the System from meeting the functional specifications and requirements of this Contract. If the System fails to conform to or perform in accordance with those requirements, OSU will notify Contractor, in writing, specifying in reasonable detail the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failure within five (5) business days from the date of receipt of OSU' notice or such date as OSU shall specify in its notice all at no additional charge to OSU. Thereafter, if the System fails to conform or perform as required, OSU may allow Contractor to continue to correct the System or OSU may declare a material breach of this Contract by Contractor. Failure of Contractor to pass acceptance tests may result in Contractor having to make corrections or pay liquidated damages, or both.

d. FINAL ACCEPTANCE.

"Final Acceptance" of the System will occur when, in the OSU's sole determination, the following events have occurred or conditions exist :

- a. OSU has notified Contractor that all System acceptance tests required have been successfully completed for the System;
- b. All System database inventories and configuration files are complete and operating correctly;

- c. All items of System Documentation are complete, inventoried and accepted by the OSU. Contractor shall provide all text Documentation both in hard copy and in an electronic format approved by OSU;
- d. All documentation, Software, configuration data, and System configuration are complete and are stored and controlled under a configuration management system acceptable to OSU; and
- e. Contractor has delivered all source code and Documentation for the Developments to OSU in accordance with the terms of the Contract.

C. 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.

D. CONTRACTOR INTELLECTUAL PROPERTY.

In the event that a Deliverable is 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 Contractor Intellectual Property, and to authorize others to do the same on OSU's behalf.

E. CONFIDENTIALITY.

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

F. SYSTEM SECURITY

Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted OSU data received from, or on behalf of OSU or its students. These measures will be extended by contract to all subcontractors used by Vendor.

Vendor shall report, either orally or in writing, to OSU any use or disclosure of OSU data not authorized by this Agreement or in writing by Institution, including any reasonable belief that an unauthorized individual has accessed OSU Data. Vendor shall make the report to Institution immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Vendor reasonably believes there has been such unauthorized use or disclosure. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the OSU data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by OSU.

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the Institution and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

3. COMPENSATION:

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

A. PAYMENT FOR SERVICES.

As stated in Attachment B.

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.

E. PRICE ESCALATION.

Contractor shall keep the pricing the same throughout the initial term of the Contract. Contractor may negotiate pricing for subsequent extension terms after the initial term. Contractor shall submit in writing any proposed increase in pricing to OSU for consideration at least sixty (60) days prior to the expiration of the Contract. Contractor must provide documentation in support of the request. Price increases accepted by OSU will remain the same for the entirety of the extended term. Price increases shall not exceed 4% annually.

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 its officers, board members, employees, and agents shall be included as additional insured in said insurance policy.

B. 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.

C. 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.

D. 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.

E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. 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 or self-insurance included hereunder.

F. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

G. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS LIABILITY), INCLUDING CYBER LIABILITY OR PRIVACY AND NETWORK LIABILITY

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, professional liability insurance, including cyber liability or privacy and network liability. Coverage limits shall not be less than \$3,000,000 per loss or occurrence. In the event the insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain insurance for an additional period of one (1) year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Contract.

The insurance shall provide coverage for the following risks: 1. Liability arising from theft, dissemination and use of confidential or personal information stored or transmitted in electronic form, 2. Network security liability arising from the unauthorized access to, use of or tampering with

computer systems including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure, 3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related or phone related property and the data, software, and programs thereon.

If the Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement or otherwise insures the risks described in this section, the Contractor shall provide proof of same.

5. INDEMNIFICATION:

A. INDEMNITY.

- a. Contractor shall indemnify and hold harmless OSU and its 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 standards and policies of 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.

- f. The Clery Act – The Clery Act applies to institutions of higher education and is confined to campus crimes, which occur on campus, adjacent to campus, or off-campus when associated with the institution. Each eligible institution participating in any program under this subchapter and part C of subchapter I of chapter 34 of title 42, other than a foreign institution of higher education, shall on August 1, 1991, begin to collect the following information with respect to campus crime statistics and campus security policies of that institution, and beginning September 1, 1992, and each year thereafter, prepare, publish, and distribute, through appropriate publications or mailings, to all current students and employees, and to any applicant for enrollment or employment upon request, an annual security report containing at least the following information and requirement with respect to the campus security policies and campus crime statistics of that institution:
 - 1. A statement of current campus policies regarding immediate emergency response and evacuation procedures, including the use of electronic and cellular communication (if appropriate), which policies shall include procedures to—
 - 2. Immediately notify the campus community upon the confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or staff occurring on the campus, as defined in paragraph (6), unless issuing a notification will compromise efforts to contain the emergency.

- g. Family Educational Rights and Privacy Act (FERPA)

In the course of providing services during the term of the Contract, Contractor may have access to student Education Records and Personally Identifiable Information (defined below) that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder. The parties agree to comply with all federal and state laws related to the protection and privacy of student records, including but not limited to FERPA. Contractor agrees that it shall not use education records for any purpose other than in the performance of this contract and that, as a vendor to whom OSU has outsourced institutional services:

 - a) Contractor is performing an institutional service for which OSU would otherwise use University employees;
 - b) Contractor is under the direct control of OSU with respect to the use and maintenance of Education Records; and
 - c) Contractor will comply with all applicable FERPA requirements governing the use and redisclosure of Personally Identifiable Information from Education Records, including without limitation the requirements of 34 CFR §99.33(a).

“Education Records” and “Personally Identifiable Information” shall have the meaning given to these respective terms under FERPA and the FERPA Regulations, as amended or otherwise modified from time to time.

In the event any person(s) seek to access protected education records, the Contractor will immediately inform OSU of such request in writing and shall only retrieve such data or information upon receipt of, and in accordance with, written directions by OSU and shall only provide such data and information to OSU.

Upon termination of contract, Contractor shall return and destroy all data or information received from University upon, and in accordance with, direction from OSU. Contractor shall not retain copies of any data or information received from OSU once OSU has directed Contractor as to how such information shall be returned to OSU or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from OSU in a OSU approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing or physically destroying any portable electronic devices).

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 ch. 437, 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.

OSU has a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU 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.

OSU has 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 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 and the federal government and their respective 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 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 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: 175140, Contract Administrator
 644 SW 13th Street
 Corvallis, OR 97333
 Telephone: (541) 737-4261
 Fax: (541) 737-2170
 E-mail: 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. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), 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, after first making all efforts to continue providing the contracted services, 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,

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workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

C. Pursuant to OSU Standard 580-061-0030 Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

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 – Desired Specifications

A. Statement of Work

Contractor shall provide a robust, interactive, high-speed notification system that can send notifications to thousands of recipients throughout all OSU Campus and Research Centers providing the services and capabilities listed below.

Contractor shall provide installation of all software components of the proposed solution to achieve acceptance. Acceptance is defined as the date on which the software is installed on location, has been shown to run properly and populates OSU's database, a test message can be sent to a recipient from an OSU terminal, and Contractor has guaranteed that the software is ready for user training.

OVERALL SYSTEM SPECIFICATIONS

1. Support at least six (6) different communication path types per recipient, including all voice path types, email, text message, fax, pager, and instant message (SMS/MMS/Instant Message). Able to provide a different message to each device if needed.
 - a. Provide 2-way, real time messaging capability.
 - b. Initiate notifications through a web services Application Programming Interface (API), a browser connected to the Internet, email to a unique address, and a toll-free telephone number using either live operator or an automated voice response system -- 24 hours a day, 7 days a week, 365 days a year.
 - c. Send E-Mail and Text notifications at the same time to the same or different recipients.
2. Maintain privacy of all contact information through access control where only users with authorized roles have appropriate rights to view or update recipient and contact information, and there is no purposeful or inadvertent sharing of information with third parties.
3. Add or edit recipient and contact information directly within the solution.
4. Publish a self-registration web page for resident opt-in/out.
5. Integrate with iPAWS-Open (Note OSU does not have a current agreement but could decide to participate in the future).
6. Capable of multi-language translation services. Preferred languages are English, Spanish, Chinese, German, Korean, and Japanese.
7. Record voice alerts and use text-to-speech.
8. Meet OSU ADA compliance requirements.
 - a. Information Technology Accessibility Memos: <http://oregonstate.edu/accessibility/memos#it>
 - b. Information Technology Accessibility: <http://oregonstate.edu/accessibility/ITpolicy>
 - c. Web Accessibility: <http://oregonstate.edu/accessibility/web>
 - d. Software Accessibility: <http://oregonstate.edu/accessibility/software>
9. Import all or some contact information from an existing database via API.
10. Target messaging by user defined groups based on a designated field.
11. Contractor shall provide off site hosting of all OSU data and redundant backup of data/operating/access system to avoid single point of failure.
12. Host and integrate manually entered data separate from electronic upload.
13. System shall protect OSU personal information and Vendor shall provide OSU with response plan that addresses loss of information security. Vendor will stay compliant with legislation. In the event of a data breach, Contractor shall provide notification to OSU within 48 hours. Exceptions may be made for law enforcement investigations.

14. Able to place a minimum of 150,000 outbound calls per hour (contacts of OSU multiplied by two to reach all within one half hour).
15. Able to send a minimum of 150,000 emails per hour (75,000 per half hour).
16. Able to send a minimum of 300,000 text messages per hour (75,000 every 15 minutes) using SMS, MMS, and Instant Messenger technology for text messaging protocols.
17. System updates that are provided as part of software maintenance agreement will be compliant with changes to Federal or State laws and regulation as necessary.
18. Toll-free telephone software and technical support available 24-hours/day, 365 days/year with maximum 4-hour response time but with real-time access and response for mission critical problems.
19. Disaster recovery to pre-disaster state within 4 hours.

ADMINISTRATION

1. Provide a customer portal with full administrative control over initiated announcements and alerts to scripted messages and user contact data and access to subsets of data for group coordination and message distribution. In the event of portal failure, alternate means for access to administrative functions are required.
2. Have a portal to allow independent contact establishment by the administrator (no password or opt-in/opt-out portal password needed) (e.g. adding classroom emergency phone).
3. Capable to create numerous distribution lists and assign individual list administrators with list only edits capability.
4. Ability for OSU administrators to develop customizable reports on the fly and to save them for others to access/use. Access to standardized reports such as message transmission statistics and subscriber list.
5. 24/7 customer support system for users and system administrators.
6. Administrative users must be able to access public accounts to delete or make changes in the event a public member no longer wants the account or needs access to an account and cannot through the primary email address.

INFORMATION SERVICES SPECIFICATIONS

1. General Requirements
 - a. System Set-up can be configured, and upon request, customized for OSU.
 - b. Upgrades, patches, and new releases are provided seamlessly at no additional cost within the term of the contract inclusive of possible renewal periods.
 - c. Separate installation of software and hardware is not required for each customer.
 - d. OSU does not purchase database capacity and phone ports, and the Contractor manages usage and performance.
 - e. Contractor maintains all infrastructure aspects of their systems, including sufficient server and communications/networking hardware to provide less than 3 second response time to all application functions.
 - f. There are no limits to the number of users who simultaneously access the system.
 - g. Capable of 100 administrators who can simultaneously access the system.
 - h. There must not be any system down time due to system 'fail-over.' OSU must be able to seamlessly access the notification system even if the primary datacenter becomes unavailable.
 - i. Provide the ability to export existing recipient information via the web services API.
 - j. Provide the ability to query delivery status via the web services API or provide such results to a specified URL.
2. Import information from OSU through a regularly scheduled process. This process should be provided through a web services API using a standards-based SOA (service-oriented architecture).

3. Provide a "touchless upload" process that does not require integration with Contractor APIs. This upload process must be able to automatically upload contact information at pre-scheduled intervals without requiring manual intervention.
4. Add or change all or some information through an imported file in .csv format.
5. Send a notification to a list of recipients from a spreadsheet or a database output file "on-the fly" without storing the recipient's contact information in the database.
6. Ability to export existing recipient and contact information to Excel or a csv file.
7. Ability to allow selected recipients to add or modify their individual information.
8. Provide training support program throughout life of the contract. Training should range from message generator level to administrator level. For top level system administrators and OSU Information Services staff, initial training could require Vendor personal interaction, in addition to self-directed web based training.
9. The system must run on most currently used PC configurations (e.g., Windows 2000, XP, Vista, Macs) and with currently used browsers, including Internet Explorer, Google Chrome, and Mozilla Firefox.
10. The system must be able to accept Uni-Code characters for international names from OSU's Ellucian Banner ERP system.

ATTACHMENT B - PRICING

[Pricing to be inserted prior to contract execution.]

**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 Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

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 OSU Procurement Standard 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 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:	_____		

REFERENCE 2

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

REFERENCE 3

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

EXHIBIT D
SECURITY Information Systems QUESTIONS

Name of Technology

Name of Company

Contact Information

Printed Name of Person Completing Questionnaire

Signature of Person Completing Questionnaire

If purchased, Oregon State University reserves the right to conduct an IT security assessment on the product(s), system(s) and service(s) once delivered to validate the answers to the questions below. If evaluation copies or instances are available for testing, they should be provided to the IT Security Office prior to purchase.

Documentation	Internal Use
Do you have a completed Shared Assessments full SIG questionnaire?	
Have you undergone a SAS 70 or SSAE 16 audit?	
Do you have a documented change management process?	
Do you have a formal Incident Response plan?	
Application/Service/Data Security	
Describe the permissions granted to each role in your application/system?	
Describe the level to which the roles and permissions can be customized by Oregon State University.	
What specific encryption algorithms are employed for your product(s), system(s) and service(s)?	
Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain?	
Will Oregon State University data be encrypted at rest? (Whole Disk Encryption, DB encryption, column level encryption inside a DB)	
Describe the mechanism for transferring data from Oregon State University to your organization. Are these transfers logged?	
Is login information such as user name and password encrypted during transmission from the client to the server? NOTE: Base-64 encoding is not acceptable.	
Are passwords hashed, so they cannot be decrypted? (SHA-1, SHA-256, MD5, ...) Please describe.	

Does your product(s), system(s) and service(s) prevent the use of shared credentials or accounts including administrative accounts?		
Describe how your product(s), system(s) and service(s) authenticate and authorize users?		
Does your product(s) and system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?		
Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.)? If not, please explain.		
Will Oregon State University data be used in test or development environments?		
Does your company own the physical data center where Oregon State University's data will reside?		
Do any of your servers reside in a co-located data center?		
If you are using a co-located data center, does this data center operate outside of the United States?		
If this co-located data center operates outside of the United States, will any of Oregon State University's data ever leave the United States?		
If Oregon State University data will leave the United States, please list all countries where it will be stored.		
Is there a contract in place to prevent data from leaving the United States?		
If you are using a co-located data center, please describe how networks and systems are separated.		
Are intrusion detection technologies and firewalls utilized on the hosted system(s)?		
Describe how your facility is physically secured?		
Third Parties		
Will Oregon State University data be shared with or hosted by any third parties?		
If so, list all 3rd parties that will host or have access to Oregon State University data.		
Do you perform security assessments of third party companies?		
If you do assess third parties, please describe assessment methodology.		
How often do you reassess third party companies?		
Briefly explain why each of these third parties will have access to Oregon State University data.		
Have you experienced a breach?		
Password/Passphrase Management		
Can you enforce password / passphrase aging requirements?		
Can you enforce password / passphrase complexity requirements?		
Are user account passwords / passphrase visible in administration modules?		
Are stored user account passwords / passphrases hashed?		
What algorithm is used to hash passwords?		
Vulnerability Assessment/Mitigation		

The OWASP 10 identifies the most critical web application security flaws. How does your organization address and mitigate the common application risk identified by the OWASP Top 10. Information about the OWASP Top Ten can be found at https://www.owasp.org/index.php/OWASP_Top_Ten_Project .		
Are your applications scanned for vulnerabilities by a qualified 3rd party?		
Are your systems scanned for vulnerabilities by a qualified 3rd party?		
Are your applications scanned for vulnerabilities prior to new releases?		
What application and operating system vulnerability scanning companies do you use?		
How often are operating systems and applications scanned?		
Are updates to your product released on a regular schedule?		
How are critical security patches applied to your systems and applications?		
Will we be notified of major changes to your environment that could impact our security posture?		
Disaster Recovery/Backups		
Do you have a disaster recovery plan?		
Are components of your disaster recovery plan located outside of the United States?		
When was the last time you tested your disaster recovery plan?		
Are you performing backups?		
What type of media is used for backups?		
How long are these backups kept?		
How is backup media destroyed?		
Are you encrypting your backups?		
Will you be willing to encrypt backups of Oregon State University data?		
Are these backups taken offsite?		
Where are all the locations that will store Oregon State University backup data? Please list by country if located outside of the United States.		
Employee Policies/Security Awareness		
Do you perform background screenings on employees?		
Do you have an information security awareness program?		
Is the security awareness training mandatory for all employees?		
How frequently are employees required to undergo the security awareness training?		
Do your employees hold Information Technology Security certifications or secure coding? If so, which ones?		

EXHIBIT E
RFP SUPPLEMENTAL QUESTIONS

Proposers must use the RFP numbering scheme below in their responses for efficient evaluation.

- E-1 Describe any limitations on the length of text alerts or duration of voice alerts.
- Describe any limitations on confirmation replies.
 - Describe what occurs when limits are exceeded.
- E-2 Which of the major U.S. carriers does your solution directly access?
- Does your solution provide direct connectivity to the carriers through gateways dedicated for public safety alert traffic?
 - Is this delivery provided through a third party aggregator?
 - Describe any differences between the carriers.
 - Is there a service level guarantee with respect to message delivery (volume and speed) to mobile/SMS devices? List those minimum level guarantees.
- E-3 Does your solution have the capability to determine call volume for the local infrastructure and adjust accordingly? Describe how the solution performs this action.
- E-4 Does your solution have the capability to instantly determine message capacity of the local infrastructure in the area to be notified and adjust accordingly? Please explain.
- E-5 With the alert notifications, is there a way to use the proposed system to automatically update (e.g. RSS feed) OSU's website and social media outlets (e.g. Facebook, Twitter, Tumbler, etc....) with selected notifications?
- E-6 Is your solution designed for emergency notification using a dedicated hosted Saas (software-as-a-service) model [please state clearly if shared hosting or dedicated hosting], combining a Saas model with an active-active configuration allowing infrastructure synchronization between datacenters so that no hardware is required beyond existing PC workstations with Microsoft OS Windows 7 and all later MS Operating System and with Microsoft Internet Explorer 10.0 or later.
- E-7 Describe how system and user contact data, including notification history, can be restored. Include revision history information, such as how long backups of the data are retained. Is there any difference in response if OSU or your action causes loss of data?
- E-8 Detail your data restore capabilities and procedures.
- Does your solution have the ability to restore to previous versions of stored data [Recovery Time Objective (RTO), Recovery Point Objective (RPO)]?
 - Does your solution have the ability to restore to a point in time due to end-user error, data retention standards, data restore testing, etc.?
- E-9 Describe how the proposed solution integrates with:
- Other enterprise systems: (e.g., databases, directories, etc.).
 - Enterprise authentication systems and services: (e.g., Single Sign-On [SSO], Security Assertion Markup Language Version 2, [SAML2], Lightweight Directory Access Protocol [LDAP], Microsoft Active Directory, Central Authentication Service [CAS], etc.).
- E-10 Does your solution run on a robust, high transaction volume database (e.g. MySQL, SQL Server, Oracle) that can handle large volumes of data used for transmissions of notifications during an emergency? If so, describe.
- E-11 Describe how your system will populate its database from the data currently in our Enterprise Information Systems Database (Ellucian Banner).
- E-12 How frequently is the data refreshed to reflect changes?

- E-13 Are there any additional charges for more frequent database updates? How frequently do you update the database? Are there charges if the database update comes from OSU?
- E-14 Will daily imports, to your system overwrite existing user-configurations and customizations? (e.g. if a user changes an address or phone number in your system, will that information be preserved when you refresh your database?).
- E-15 Is there a mobile application to allow users to add/update/maintain their information?
- E-16 Separate installation of software and hardware should not be required for each customer. If a plug in is required, please state the product and release (JRE, Flash).
- E-17 Does your solution have the ability to allow group managers full administrative control of their category and send notifications to all sub-groups of their category? If so, describe.
- E-18 Does your solution have the ability to assign multiple administrators complete access to all functions and user data? If so, describe.
- E-19 Does your solution allow for the ability to set up an organization hierarchy where the administrators of the primary organization can view and send notifications to all secondary organizations as well as their groups and recipients? If so, describe.
- E-20 List the standardized reports that are available through your system.
- E-21 Please indicate the maximum number of outbound calls your system can place in an hour. Show historical chart.
- E-22 Please indicate the maximum number of e-mails your system can send in an hour. Show historical chart.
- E-23 Please describe the limitations your system may have toward unlimited users, user groups, call lists, notification categories, and public account subscribers.

**EXHIBIT F
PRICING SHEET**

Contractor must provide complete itemized pricing information, including but not limited to:

1. Costs associated with software cost, implementation, testing, annual maintenance for an initial two (2) year term, and other related costs.
 - a. Detail what is included in the annual maintenance cost and what is not.
 - b. Detail the proposed software licensing structure related to the costs above. Explain your pricing structure in detail including cost associated with variables (citizens, notifications, database updates, minutes, etc.) and fixed costs.
 - c. Detail the cost associated with any additional modules required to meet system requirements.
 - d. Provide the percentage of discount off retail prices to be applied to the cost of future off the shelf/value-added products that may be desired by the University but were not requested as part of this RFP.
 - e. Training offered both on and off-site. Include cost options for onsite and web based.
 - f. User guide and technical and quick-reference manuals.
 - g. On-site set-up and implementation with company's support staff if needed.
 - h. Set up, including data import, conversion of current and past existing catalog information as needed.

Total Costs for Initial Two Year Term: _____(Include Support Documentation)

2. On-going Costs
 - a. Software support in the areas of application design, problem determination, ERP interfacing, data migration, and capacity planning.

Hourly Rate:_____
 - b. Technical support for implementing functional documentation for upgrades, releases, enhancements.

Hourly Rate:_____
 - c. On-line help.

Hourly Rate:_____