



**REQUEST FOR PROPOSAL
No. RFP NO.JD176020P**

**Campus Identification (ID) Card System &
Point-of-Sale (POS) System**

PROPOSAL DUE DATE AND TIME
February 17th, 2016 (4:00 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 _____ January 15th, 2016
- Deadline for Requests for Clarification or Change _____ February 10th, 2016 (4:00 pm, PT)
- Proposal Due Date and Time _____ February 17th, 2016 (4:00 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
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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. "CAS" means Central Authentication Service
- c. "EMV" means Europay, MasterCard, and Visa
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Local control" means the ability of OSU to make changes within ID card and POS systems without Contractor (defined in the Sample Contract) intervention
- f. "Patron" means an account holder in ID card system.
- g. "PCI" means Payment Card Industry
- h. "POS" means Point of Sale system
- i. "Privileges" means Patron access to functions within ID card system
- j. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- k. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- l. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- m. "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.
- n. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OSU Standard 580-061-0130.
- o. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- p. "SNAP" means Supplemental Nutrition Assistance Program
- q. "Stored Value" means money on patron accounts that is available for purchases within the campus card system
- r. "System operators" means OSU employees or agents granted internal access by OSU to the ID card system

- s. "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 a Campus Card and Point of Sale (POS) system.

2.02 BACKGROUND

Oregon State University (OSU) has operated as a one-card system since the late 1980s. The OSU ID Center is the administering office for the campus ID card system. The ID card is available, in accordance with OSU policies, to OSU students, faculty, staff, affiliates, and associates. The ID card is used by residence hall students to gain access to their halls and to change their dining plan choices, by campus community members (students, faculty and staff) to purchase food in the 32 on-campus restaurants, by the athletic department to verify eligibility for tickets/entry to games, and by the campus recreation center for checking out equipment and reserving court times. The ID card system pulls data from the OSU Banner system and interfaces with the Point-of-Sale (POS) system used by the OSU-operated campus restaurants. Additionally, the ID card system supports card readers at the nationally branded restaurants on campus. The ID card system also allows campus visitors and guests to purchase food in the on-campus restaurants by supporting the inclusion of sequentially numbered convenience/conference cards, collectively referred to as OSU Conference Cards.

University Housing and Dining Services (UHDS) is a self-funded auxiliary department which receives no state or federal funds. UHDS maintains the POS system for the restaurants operated by UHDS and the restaurants operated by the Memorial Union Retail Food Service department (MURFS). This POS system currently encompasses 41 individual registers serving 29 different restaurants; these numbers are expected to increase as OSU continues to expand both on the current campus and through satellite operation sites. The database currently holds nearly 22,000 master records and over 45,000 individual sub-records covering both retail items and recipe/menu items. UHDS' POS system currently accepts Visa and MasterCard debit/credit cards as payment types in addition to the ID Card and OSU Conference Cards. Both the ID Card and the OSU Conference card are printed off of the same Card Stock which is supplied via a separate supply agreement.

A single contract for both the Point of Sale and Card ID systems, or separate contracts for each system, may be awarded as is in the best interest of OSU. All proposals shall be judged based on the overall value to OSU.

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, master's 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 DESIRED SYSTEM CAPABILITIES / SAMPLE CONTRACT

3.01 DESIRED SYSTEM CAPABILITIES

Proposers MUST provide a response to all of the following desired capabilities (including sub-capabilities) listed in Section 3.01.

Proposers are to maintain the same numbering format used in this section when providing evidence of their ability to meet or exceed these desired system capabilities.

For further clarity, the response format for Section 3.01 is as follows:

1) General System

OSU desires a system which:

- A. Operates online, in real time, 24 hours a day, 7 days a week

PROPOSER RESPONSE

- B. Does not require shut downs to perform functions such as system backups, generation of reports, etc.

PROPOSER RESPONSE

OSU requires Proposers to provide clear responses that the Proposer: (a) currently meets the desired capability or functionality, (b) will meet the desired capability or functionality upon execution of a contract with OSU resulting from this RFP, or (c) if a Proposer is unable to provide a specific capability or functionality, then "Not available at this time" or "N/A" will be considered a satisfactory response. If the Proposer is unable to provide a specific capability or functionality but is willing to offer customization work to provide the specific capability or functionality, then the Proposer may include that information as an additional response to "Not available at this time" or "N/A." Regardless of the response ALL CAPABILITIES MUST BE ADDRESSED in the submitted Proposal in order for the Proposer to be found Responsive.

A. Campus Identification Card System:

1) General System

OSU desires a system which:

- A. Operates online, in real time, 24 hours a day, 7 days a week
- B. Does not require system shut downs to perform routine maintenance functions such as system backups, or generation of reports.
- C. Has the ability to operate locally and on virtual servers
- D. Allows for Local Control
 - i. If inputs/changes must be initiated by the Contractor then a guaranteed response time is provided.

2) Cards

OSU desires an ID card system which:

- A. Allows for the use of non-proprietary cards; OSU does not desire to replace its existing ID cards nor change the current ID card format; Contractor is not responsible for providing cards
- B. Uses the standard American Banking Association Track II high energy magnetic stripe and encoding
- C. Uses mag-strip formatting which favorably compares to the following ;999999999=0091 (beginning sentinel, patron number [nine digits], divider, lost card code , client identifier, end sentinel)

3) Software

OSU desires an ID card system which:

- A. Allows for adding, changing, and deleting System operators
- B. Has the ability to create event calendars that automatically perform an action/function at a specified date and time.
- C. Performs backups automatically, or on demand without negatively affecting Patron transactions.
- D. Provides data archiving and retrieval.
- E. Supports, reads, and stores multiple identifier numbers: SIS number, prox, MiFare, HID.
- F. Has the ability to add, change, and delete Patron stored value and credit accounts, privileges, and authorizations.
- G. Supports up to 9,999 privileges and 999 plans, and allows the OSU operators to define and configure privileges and plans
- H. Provides a wide range of activities and privileges that a patron is able to perform without direct intervention from local personnel.
- I. Allows Patrons to segregate deposits into multiple accounts

- J. Allows for adding, changing, and deleting Patrons individually or by group
- K. Allows assigning and revoking Patron privileges and reactivating the use of privileges
- L. Allows for Local Control of Patron accounts (deposits, transfers, withdrawals, etc.).
- M. Provides a clear standard for how ID cards are designated as damaged, lost, or stolen.
- N. Includes a clear process for the activation of expired cards, setting personal credit limits, and activation of suspended cards.

4) Reporting

OSU desires an ID card system which:

- A. Allows for reconciling the balances of stored value accounts with the balance of all reader transactions for a specified date
- B. Displays transaction information for a selection of patrons or patrons within a specified range of ID numbers and/or a specified date range.
- C. Reports the actions of a specified patron for a range of dates and times
- D. Allows for reporting all or some of the transactions performed by an authorized operator for a range of dates
- E. Reports the privilege use activity at a specified location for a range of dates and times
- F. Summarizes information about patrons and their privileges and accounts for a given date/time range
- G. Automatically schedules user defined reports.
- H. Provides ad hoc reporting (SQL) that is sufficiently intuitive for a novice user to effectively manipulate
- I. Provides cumulative and comparative history reporting for all plans, privileges, items, readers, or combinations thereof.
- J. Creates canned reports that access transaction history by individual patron or by location for a specified date range.
 - i. Proposer will need to provide OSU with details on what software is used to create and schedule the reports.

5) Dining Plans

OSU desires an ID card system which:

- A. Can configure, process, and administer both meal plans (board plan) & point plans (stored value/credit).
 - i. System must also be able to configure & edit configuration for maximum/minimum balance, allowable locations, plan name, applicable discount codes, plan priority, and low balance alerts to cardholder.
- B. Is able to provide the ability for all plans (meal plans & point plans) to be user-configured as increasing balance or decreasing balance plans at discretion of user (admin level) based on operational needs at the moment.
 - i. Balances must be able to be set to zero for increasing balance plans on the 1st of each month.
- C. Has a process for adding, removing, and adjusting meal plans & point plans by batch import and manually. Also describe how the following list of processes are accomplished:
 - i. Change/swap dining plans on a patron record, manually or by subroutine
 - ii. Add value to balance (deposit) manually or by batch import or web interface
 - iii. Deduct value from balance (withdraw) manually or by batch import
 - iv. Remove dining plan from patron without deleting patron, manually or batch import
- D. Has flexibility for plan setups, and reconfiguring plans as required to fit business needs

Patron Records/Accounts

OSU desires an ID card system that:

- A. Includes cloud server hosting options
 - i. If a cloud based offering is being proposed participants must also fill out exhibit E
- B. Provides optional integration of local servers which would work on virtualized operating systems
- C. Has provisions for adding, removing, updating, and changing patron records manually and by batch import

- D. Allows for setting up a variety of patron account templates. Proposers should describe in detail and provide examples of their systems ability to provide this functionality
- E. Includes an Interface for uploading patron-supplied ID photos Proposers should describe in detail and provide examples of their systems ability to provide this functionality
- F. Will interface with OSU enterprise systems and load data into appropriate patron fields
- G. Provides a way to record and lock out lost cards which can be updated by ID Center staff and, indirectly, through web interface, by patrons
- H. Contains a mechanism to encode card stock with information from the patron record (photo, electronic signature, patron name, ID Number, current lost card code)
- I. Has the ability to use smart phone based card application options including NFC and/or barcodes

6) Card System Interface

OSU desires an ID card system which:

- A. Is able to record ID card media types: ID number, prox, MiFare, HID etc. at time of card printing
- B. Is compatible with commercially available card readers. (It is requested that proposers provide a list of commercially available card printers that are compatible with the system)

7) Remote Patron Web Interface (Please provide details on how the items below are accomplished in the card system)

OSU desires an ID card system which:

- A. Allows a patron to upload photos to the card system and allow for cropping and automatic resizing (file size) to preset value
- B. Allows patrons deposit funds to eligible plan(s)
- C. Allows for access to a view/print transaction history-- all plans, current/past for user specified date ranges
- D. Provides the card office with access to remote functions including:
 - i. transaction reporting
 - ii. submitted photo approval
 - iii. site text editing
 - iv. System operator management (grant/revoke access OSU ID card system employees)
- E. Allows Patrons to report and deactivate lost or stolen cards and reactivate the card, if found, without system administrator input

Note: Proposers are encouraged to note any other patron web interface features that are unique to their card system.

8) Transactions

OSU desires an ID card system with the ability:

- A. To store offline transactions and automatically process when system comes back online
- B. Track transactions not posted with ability for administrator to process or delete (Offline Posting Utility)
- C. Track & store transaction history for recall – retrievable by reports, viewable by cardholder

9) System Discounts

OSU desires an ID card system which:

- A. Can configure multiple transaction discounts for custom specified plans, locations, &/or activity types
- B. Will allow discounting by multiple types: plan, location, patron type, card range, on a schedule, etc.

10) Locations

OSU desires an ID card system which:

- A. Supports at least 1000 locations with differing uses and configurations. Please provide details about the ID card system capabilities in this area
- B. Provides the ability for user (admin) to add and configure system locations based on function and use

11) Plan Priority

OSU desires an ID card system which will allow for:

- A. Multiple transaction types and priorities at the POS? (i.e. determine which purchase plan to use and/or discount to apply based on location). How is this accomplished?
- B. Changes between different priority lists at the POS based on location or, type of purchase plan being used

11) Attendance Tracking

OSU desires an ID card system that includes the following capabilities:

- A. Work with mobile devices (Apple, Android) and PCs (web based)
- B. Read magstripe, RF, barcode, or manual entry (name or ID number)
- C. Import patron data from enterprise system (data transfer), or manually from spreadsheet, .csv, etc.
- D. Export patron data to enterprise system
- E. Allow users to setup and control event parameters
- F. Allow for event setup flexibility: users can select event, location, selection at event/location
- G. Allow event owners a choice to display patron information at time of transaction or remain private
- H. Allow event owners a choice to record patron information or allow for anonymity at time of transaction
- I. Allow for the selection of patron "pass backs" from one, to no limit, and everything in between
- J. Use ID cards or mobile solutions for class attendance
- K. Define eligibility pools of patrons eligible to an event

12) Database Access

OSU desires an ID card system which:

- A. Supports multiple levels of security & accessibility
- B. Provide remote, dedicated dba support
- C. Provide direct database reporting
- D. After initial setup, allows University import enterprise data into system without Contractor intervention
- E. Allows for the export of data through a system interface and direct database connection

13) Vending & Copier controllers

OSU desires:

- A. A Contractor that provides options for a card vending device with the ability to dispense non-ID card system cards
 - i. Vending device must also accept cash and credit cards for payment. (Proposer should describe the available hardware options.)
- B. A Contractor that offers copier controllers that allow ID card system and non-ID card system Patrons, with stored value, to purchase copies
- C. A Contractor that provides vending options for selling office sundries-- must accept stored value from ID cards and preferably credit cards for payment. Describe the hardware options.
- D. A Contractor that provides an ID card system interface with existing vending infrastructure (i.e. Pepsi, Coke, etc.) that uses ID card system cards to make purchases at existing machines without hardware changes. Describe how this is accomplished.
- E. An ID card system that has the ability to charge ID cards from parking and other OSU systems
 - i. Proposers should provide a list of ID card system features that integrate the ID card system into campus parking and transit systems

14) Off Campus vending

OSU desires:

- A. An ID card system that allows for off campus vending
 - i. Proposers should describe the off campus vending options.
- B. An ID card system that allows for local control of off campus vendor arrangements, including promotion, selection, and management of vendors.

15) Interfaces

OSU desires an ID card system which will:

- A. Interface with OSU's POS system (Micros currently)
- B. Can import on a schedule from OSU's enterprise records system (Banner currently)

- C. Interface with OSU's Housing Assignments System (Adirondack currently)
- D. Interface with OSU's Menu Management System (Eatec currently)
- E. Integrate with mobile parking and print solutions, with back-end access to declining balance accounts
- F. Have a reasonable ability to update interfaces as OSU changes interfaced systems
- G. Meet current and future PCI-DSS compliance standards
- H. Meet OSU required API types: REST - Representational State Transfer, SOAP - Simple Access Protocol
- I. Allow for OSU Interdepartmental index charging/billing with uploading (or via API) to Ellucian Banner

16) Local Hardware Support

OSU desires:

- A. Local hardware support with a specific response time
 - i. If available, proposer shall provide the individual or firms (office phone, email, cell) as well as a proposed minimum response time

B. Point of Sale System:

1) Security

OSU desires a POS system which:

- A. Logs usage and changes by anybody making edits to the system.
- B. Allows for various levels of system user access.
- C. Limits system users to only editing items and screens to specific locations.
- D. Allows for a large number of users.
 - i. Proposers should provide information on total users their POS system can support.
- E. Can authenticate using the local OSU Active Directory, CAS, or Shibboleth.
- F. Meets PCI credit card processing standards to SAQ B-IP version 3.1.
- G. Supports devices and systems used to meet EMV standards.
 - i. Proposers should describe what and how systems and devices are implemented and how they interact with the proposed POS system.
 - ii. Proposers should list the devices and systems used to meet EMV standards and describe how the systems and devices are implemented and interact with the POS system.

2) Front-end

OSU desires a POS system which:

- A. Allow subtotals and item lists before tender.
- B. Accepts a large variety of tender types.
 - i. Proposers should list all tender types the POS system will accept and describe how each is implemented. (eg: Cash, CC, campus card, Apple Pay, Google, Wallet, Mobile devices & apps, etc).
- C. Is able to process a multi-tender transaction.
 - i. Proposers should describe how the POS system accepts multiple tender types per transaction.
- D. Is able to use and work on existing registers owned by OSU (Micros 9700, workstation 5 & 5a).
- E. Is able to use and work on existing printers owned by OSU (Epson TM T88).
- F. Is able to provide multiple POS device options.
 - i. Proposer should list all the POS device types and include required and optional hardware for each device's functionality.
- G. Has online ordering functionality for to-go or delivery? If so, please describe how this part of the POS system works, including security features.
- H. Is able to accept coupons, gift cards, and discounts.
 - i. Proposer should describe all the options for accepting coupons, gift cards, and discounts.
- I. Supports multiple layered menu screens, and customizable screens.
- J. Is able to handle made to order options.
- K. Interfaces with scales, prep & receipt printers, barcode scanners, kitchen monitors, and bump bar. Please list any other add on devices available.
- L. Supports table ordering, customer numbers, and the ability to take customer names for an order.

- M. Allows registers to handle transactions when the POS system is offline due to a network or server outage. Registers should store transactions not uploaded to server even if a power outage occurs before upload.
- N. Is able to handle a variety of pricing for food specials and combos (with time ranges, limited quantity, future time/date ranges too).
- O. Is able to format the printed receipt and add custom text.
- P. Provides options for the register's electronic customer display.
 - i. Customer display has a double sided option for dual customer lines on opposite sides of register.
- Q. Is able to void items and tickets.
 - i. Proposers should describe how this process works within the proposed system.
- R. Is able to credit CCS and other tender sales.
- S. Allows descriptive item names on the register and receipt, and how many characters are allowed.
- T. Can handle SNAP and is able to mark items as SNAP eligible.
- U. Provides the ability to utilize handheld and mobile devices for off-site events, with receipt generation and payment acceptance.
- V. Is able to use loyalty cards and gather data.
- W. Is able to have beacon technology.
- X. Is able to handle online ordering with order history and customer reorders.
- Y. Is able to handle food delivery and pick-up, including statistic tracking.
- Z. Is able to handle deferred orders with adjustable lead time.
- AA. Is able to handle print routing to specific printer(s).

3) Back-end

OSU desires a POS system which:

- A. Includes cloud hosting options for POS system servers (must also fill out Exhibit E).
- B. Includes locally hosted server options which will run in a virtualized environment.
- C. The user client software should be web based or have the ability to run as a virtualized application.
- D. Supports mass item uploading and updating, including to multiple locations at once.
- E. Supports multiple restaurants with different menus and items.
- F. Allows items to be used across at multiple register locations for ease of price consistency.
- G. Supports retail, C-Store, and restaurant location types.
- H. Has a clear process for POS system upgrades and changes including a categorized responsibility matrix.
 - i. What needs must completed by the Contractor and what can be completed by the user?
- I. Includes an API for tendering sales of items from 3rd party application to the Campus Card System (CCS)

4) Reporting

OSU desires a POS system which:

- A. Includes a real time reporting module.
- B. Includes robust reporting abilities; including by restaurant, group of restaurants, item(s), family group(S), date(s) including non-consecutive, customizable time period (i.e. 2p-5p), comparison reporting (i.e. same week previous year), discounts, coupons.
- C. When items are changed (to a new name) has reports that adjust to show current information.
- D. Supports detailed customer data mining, reporting, and customized reporting.
- E. Integrates with CCS to detail items purchased from CCS plans.
- F. Includes an API for custom reporting.
 - i. If an API for custom reporting is offered, Proposer should describe in detail.
- G. Reconciles the balances of credit/debit accounts with the balance of all reader transactions for a specified date.
- H. Is able to report information on one cardholder, all cardholders, or cardholders within a specified range of ID numbers for a specified date.
- I. Is able to report the quantity of different products selling at a specified location during a specified period of time for a specified range of dates.

5) Miscellaneous

OSU desires:

- A. A POS system with the ability to work with multiple campus ID card plans.

- B. A POS system with the ability to integrate with a menu management system via an API for inventory depletion and reporting.
- C. A POS system Contractor that will provide training options (in person classes, video, online, documents, etc.). Proposer must provide information on the proposed training options.
- D. A supporting Contractor with a guaranteed response time that is routinely met. It is OSU's preference that penalties be put into place in the case that response times are not met on a consistent basis. Proposer must provide its proposed service level agreement for a Contractor POS system.
- E. Supports internal messaging for administrative functions.

6) Local Hardware Support

OSU desires:

- A. Local hardware support with a specific response time
 - i. If available, proposer shall provide the individual or firms (office phone, email, cell) as well as a proposed minimum response time

3.02 SAMPLE CONTRACT

A sample contract containing a statement of work 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. Minimum five (5) years of experience providing campus cards systems and point of sale systems, with minimum of ten (10) college/university clients.
- B. Uses TSYS or Elavon for processing Credit card transactions; Contractor is not being asked to provide payment processing services.

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 and services offered specifically satisfy the desired characteristics in Section 3.0 and the scope of the sample contract in Exhibit A. Please read the instructions for response carefully at the beginning of Section 3.0. Proposers are required to respond to each desired capability listed within this section in order to be found responsive.
- Description of how the Proposer meets the minimum qualifications in Section 4.0
- Proposed roll out schedule for system implementation of one or both systems
- A copy of any relevant license agreements, maintenance and support agreements, service level agreements, and end user agreements or terms of use.
- Proposed Pricing – Proposers may provide pricing for an individual system or both systems depending on their product offerings. Please provide a detailed breakdown of your pricing. Breakdown should include all cost that is to be incurred by OSU over the proposed initial term of the contract. Pricing offer should clearly indicate each system's compliance with the desired capabilities listed in Section 3.0 and the corresponding sample contract in Exhibit A. It is OSU's expectation that software updates for both

systems will be included in the cost for ongoing system support.

ID Card System Pricing

Please provide us with your pricing for the recommended ID card system. Pricing must include the anticipated cost for the ID card system, implementation, and the cost of ongoing support for the initial five (5) year term of the contract. Proposer must break down the costs by goods and services (including but not limited to: licenses, project management, configuration, integration, testing, training, maintenance and support, anticipated upgrades and the Proposer's hourly rate. It is anticipated that this rate will be fixed, integrated into the contract and used to calculate any additional work requests outside the scope of this agreement.). Support and maintenance costs must be provided annually for the five (5) year term of the contract and then totaled. Please include separate pricing for an ID card system that would be Contractor hosted versus OSU hosted if your company offers both variations.

OSU would also like to see your proposed cost for the replacement of our current hardware, including related costs. The requested cost of the replacement hardware and API implementation below is for informational purposes only and will not be included in the initial proposed price scoring calculation.

OSU would like to see pricing for the following hardware:

five (5) card processing terminals

four (4) copier control devices

one (1) stand-alone card dispenser with the ability to add funds to existing cards as well as any costs related to API implementation for menu management/inventory system for product depletion reporting.

Point of Sale System Pricing

Please provide us with your pricing for the recommended Point of Sale system. Pricing should include the anticipated cost for POS system, implementation, and the cost of ongoing support for the initial five (5) year term of the contract. Proposer must break down the costs by goods and services (including but not limited to: licenses, project management, configuration, integration, training, maintenance and support, anticipated upgrades and the Proposer's hourly rate. It is anticipated that this rate will be fixed, integrated into the contract and used to calculate any additional work requests outside the scope of this agreement). Support and maintenance costs must be provided annually for the five (5) year term of the contract and then totaled. Please include separate pricing for a POS system that would be Contractor hosted versus OSU hosted if your company offers both variation.

We would also like to see your proposed cost for the replacement of our forty-one (41) Micros Workstation 5a units and forty-one (41) EMV compliant credit card devices, including related costs. The cost of the 41 Micro Workstation 5a units and EMV compliant credit card units, including related costs, is for informational purposes only and will not be included in the initial proposed price scoring calculation.

- Exhibit B: Certifications, fully completed.
- Exhibit C: Current References, fully completed.
- Exhibit D: IT Security Questionnaire (only required for Contractor hosted ID card system or POS system options)

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. **Determination of Responsiveness:**
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who do 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 Standard 580-061-130(5).

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.

OSU reserves the right to ask follow-up questions of 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>
System Functionality	30
Proposer's Ability to Implement the System	10
Proposer's Ability to Provide Ongoing System Support	20
Past Performance	20
Price of the goods and services	20
Total	100

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 and current performances 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 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 OAR 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 OAR 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/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive

literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 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 portion of information 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 OAR 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 mis-deliveries 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. 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 Oregon Administrative Rules. 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 OAR 580-061-0145.

**EXHIBIT A
SAMPLE CONTRACT**



**OREGON STATE UNIVERSITY
CONTRACT FOR THE PURCHASE OF A
Card System & Point-of-Sale (POS) System
CONTRACT NO. JD176020P**

This Contract is between Oregon State University for its University Housing and Dining Services (OSU), and [Contractor's name] (Contractor).

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number JD176020P entitled Campus Card and Point of Sale (POS) System 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 on the date of last signature and expires on *June 30th, 2021* OSU has the option to extend the term of this Contract for five (5) additional 36 month 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. TRANSITION ASSISTANCE

Provided that this Agreement has not been terminated by Contract due to OSU's failure to pay any undisputed amount due to the Contractor, Contractor will provide to OSU and any Replacement

Contractor, assistance reasonably requested by OSU to effect the orderly transition of these services, in whole or in part, to OSU and to Replacement Contractor (such assistance shall be known as the "Transition Services") following the termination of this Contract, in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Contractor to OSU or Replacement Contractor; (b) if required, transferring all OSU data to Replacement Vendor; (c) using commercially reasonable efforts to assist OSU in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to OSU, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services; and, (e) such other activities upon which the parties may agree. Notwithstanding the foregoing, should OSU terminate this Contract due to Contractor's material breach, OSU may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Contract shall apply to the Transition Services. This Section shall survive the termination of this Contract.

D. 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:

1. REQUIRED SERVICES:

It is OSU's expectation that the required services for these systems will meet or exceed the service related desired capabilities listed in Section 3.01 of RFP JD176020P. [Note, this Statement of Work may also include the following information, as negotiated by the parties: licenses, hardware delivery, maintenance and support agreements, service level agreements, and end user agreements or terms of use.]

2. DELIVERABLES:

ID Card System:

- Implementation of new ID Card System
- Training for system users and administrators during and after the completion of the implementation process
- Ongoing system maintenance and support

Point of Sale System:

- Implementation of new Point of Sale System
- Training for system users and administrators during and after the completion of the implementation process
- Ongoing system maintenance and support

3. DELIVERY SCHEDULE:

Contractor shall provide a clear delivery schedule and plan that includes development of the implementation plan in collaboration with OSU staff and key stakeholders. The delivery schedule and plan may address a project management plan, customization plan, configuration plan, integration plan, testing plan, and training plan. Delivery schedule should be of reasonable length and must receive approval from OSU before execution with a desired implementation completion date of June-July 2016.

<insert delivery schedule here>

B. KEY PERSONS.

Contractor and OSU agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services ("Key Person"). Each of the following is a Key Person under this Contract:

Contractor's Database Administrator and backup contact must be available 8am - 5pm PT 7 days a week

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

C. ACCEPTANCE OF SERVICES.

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

D. BUSINESS REVIEWS.

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

3. COMPENSATION:

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

A. METHOD OF PAYMENT FOR SERVICES.

Implementation:

Total Cost of Implementation \$ _____

OSU shall pay Contractor based on the following milestone schedule for the implementation of the vendors system. Proposed schedule is shown below:

System Installation Completed – 50%
System Testing Completed – 25%
System Training Completed / System is brought online and is fully operational – 25%

System training shall include training of administration and support personnel.

Ongoing Support:
Annual Support Cost \$_____/YR for system wide support

B. BASIS OF PAYMENT FOR SERVICES.

Implementation:

OSU shall pay Contractor all amounts due for implementation services under this Contract using the milestone schedule shown above in Section 3, Paragraph A 'Implementation.' Each payment shall be made upon OSU's approval of Contractor's invoice to OSU for work covered under the associated section of the milestone plan. Payments shall only be released after OSU has determined that Contractor has completed, and OSU has accepted the services associated with each payment request.

Annual Support Payments:

OSU shall pay Contractor yearly system maintenance and support payments for the term of the contract in advance of each coverage year. Payment for the first year of support and maintenance coverage shall not be due until after the system has been successfully implemented and fully accepted by OSU. Payments for each of the following coverage years may be submitted one month prior to the beginning of the associated coverage year.

For example:

Coverage Year	Payment Request Submission Date
Year 2	June 1, 2017
Year 3	June 1, 2018
Year 4	June 1, 2019
Year 5	June 1, 2020

Please reference Section 3, Paragraph D, INVOICES AND PAYMENT TO CONTRACTOR for more information regarding payment submission terms.

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 both services completed and goods delivered, 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.

Pricing shall remain 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. Pricing shall be matched to CPI for the Corvallis Area not to exceed 3%. Price increases accepted by OSU will remain the same for the entirety of the extended term.

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 \$2,000,000 per occurrence and \$4,000,000 aggregate. 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 or per occurrence.

C. PROFESSIONAL LIABILITY INSURANCE, 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 and \$3,000,000 aggregate. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Network Security and Privacy Liability, Media Liability, Liability arising from the introduction of a computer virus, and Liability arising from theft, dissemination, and/or use of confidential information).

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.

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.

D. CRIME INSURANCE.

The Contractor must maintain crime coverage, including employee dishonesty, forgery or alteration and computer fraud, including endorsement Client's Property (CR 0401 or equivalent). The policy shall include coverage for all directors, officers, agents and employees of the Contractor. The bond

or policy shall include coverage for extended theft and mysterious disappearance. The bond or policy shall not contain a condition requiring an arrest and conviction. Coverage limits shall not be less than \$1,000,000 per loss.

E. PROPERTY INSURANCE.

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

F. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

G. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

H. 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. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

I. ACCEPTABILITY OF INSURERS.

Insurance policies are to be placed by insurance companies 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.

J. 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.

K. SUB-CONTRACTORS/THIRD PARTIES.

All insurance coverages for sub-contractors/third parties shall be subject to the minimum requirements identified above. Any modification or variation from the insurance requirements in this Contract shall be approved in writing, in advance, by OSU.

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 a contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. PUBLIC RECORDS LAW NOTICE.

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

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 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 adopted 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 are required to have a permit to park Monday-Friday, 7:00am - 5:00pm. Contractor parking permits may be obtained through OSU 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. 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 Contractor 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 re-disclosure 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 the Contract, Contractor shall return or destroy all data or information received from OSU 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 and/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 and/or physically destroying any portable electronic devices).

K. PCI COMPLIANCE

To the extent Contractor has access to, stores, processes, transmits, redirects or executes transactions with or containing Cardholder Data' or Sensitive Authentication Data or could impact the security of the Cardholder Data technical environment, Contractor acknowledges its responsibility for the security of Cardholder Data or Sensitive Authentication Data it has access to stores, processes, transmits, redirects or executes transactions on behalf of the OSU its affiliates and ensuring that Contractor's subcontractors/agents/representatives/affiliates ensures that security as well (the preceding hereinafter collectively referred to as "uses/using Cardholder Data").

Contractor represents and warrants that software and services provided or supplied by Contractor' for using Cardholder Data shall be compliant with and will maintain compliance with throughout the term of the Agreement with (1) applicable law and regulations, (2) the standards established by the PCI Security Standards Council (PCISSC) (see https://www.pcisecuritystandards.org/pci_security/) and (3) such other applicable standards/policies of OSU ("laws and standards"). As such Contractor will maintain compliance with the then current DSS version release within the time periods established by the PCISSC. Contractor agrees to provide proof of compliance at the signing of this Agreement, by submitting a compliance document such as a PCI DSS Attestation of Compliance (AOC) or another similar compliance document certifying compliance by a third party against the current DSS version in effect and have aligned any mobile application, if applicable, to NIST development lifecycle guidelines and agrees to provide an updated proof of compliance of such compliance resulting from changes of laws and standards occurring after this Agreement was executed. Contractor shall promptly notify the OSU of any lapse in its obligations resulting in non-compliance issues or security data breach of these provisions within seventy-two hours (72 hours) pertaining to their operation (or that of their subcontractors/agents/representatives/affiliates as applicable) and shall undertake immediate remediation of such incident within established timeframes and assume responsibility for informing such individuals in accordance with applicable laws. Furthermore Contractor agrees, as needed, to assist OSU in determining the extent and/or the nature of the loss of Cardholder Data or Sensitive Authentication Data should OSU need to notify individuals and the processor entity of such loss of Cardholder Data or Sensitive Authentication Data and paying all costs, including but not limited to notification, investigation, mitigation, any fines or penalties, or card replacement, brand penalties in the event of a security breach of Cardholder Data or Sensitive Authentication Data caused by the actions or inactions of Contractor (or that of their subcontractors/agents/representatives/affiliates as applicable) (referred to collectively as "PCI Costs"). Contractor further agrees to indemnify, hold harmless and defend OSU and its affiliates and representatives from any claims damages or other harm connected to said breach. Further the Contractor hereby agrees that OSU may withhold payment(s) owed to the Contractor for any violation of these security/reporting requirements or failure to pay PCI Costs. Contractor will provide proof of appropriate insurance (with OSU listed as an additional insured) to cover its obligations for compliance and or breach under this Agreement.

L. 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.

M. 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, including the Contract 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: JD176020P Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: joshua.dodson@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 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. MWESB REPORTING.

Upon request by OSU, Contractor is required to provide a report on the dollar volume of products provided under the Contract which are purchased by the Contractor from firms which are defined as follows:

Disabled Veteran Enterprise means a business that is at least 51% owned by one or more disabled veterans. A disabled veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of Oregon. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces. The business must be licensed and registered in the state of Oregon.

Disadvantaged Business Enterprise (DBE) is a small business with average annual gross receipts less than \$17,420,000. The business must be owned and controlled by one or more socially and economically disadvantaged individual(s). The one or more socially and economically disadvantaged individual(s) must have made a contribution of capital to the business, which is commensurate with their ownership interest. Socially and economically disadvantaged individual(s) are people who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. The business must be independent. The business must be licensed and registered in the state of Oregon.

Emerging Small Business, (defined in ORS 200.005), is a licensed and registered business located in Oregon for which the average annual gross receipts for the three previous tax years do not exceed \$3,266,219 for construction and \$1,088,740 for non-construction businesses. The business must have fewer than 29 employees.

Minority Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more minority individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by minority individuals. Minority individuals are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The business must be licensed and registered in the state of Oregon.

Women Business Enterprise, (defined in ORS 200.005), is a business which is at least 51% owned by one or more women. The woman or women must have managerial and operational control over all aspects of the business. The one or more women owner(s) must have made a real and substantial contribution of capital or expertise to the business, which is commensurate with their ownership interest. The business must be licensed and registered in the state of Oregon.

This report shall be in consolidated form showing all such purchases under the Contract. This report will be provided on an annual basis to OSU. This report will provide a cumulative figure that shows year to date amounts for each supplier ownership category.

N. PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly

between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

O. 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.

P. 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.

Q. 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.

R. MERGER AND AMENDMENTS.

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. CONTRACTOR PERFORMANCE WARRANTIES

Contractor's Performance Warranties. Contractor represents and warrants to OSU that:

- A. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services that Contractor is providing to OSU pursuant to this Contract.
- B. Except as otherwise provided in this Contract, all Deliverables supplied by Contractor to OSU shall be transferred to OSU free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.
- C. Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or OSU and no third party has any right, title or interest in any Deliverables supplied to OSU under this Contract.
- D. Contractor represents and warrants that it will maintain, operate and enforce, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, an active and effective information security program that at minimum complies with the requirements of the Oregon Identity Theft Protection Act (ORS 646A. 122 et. Seq.) to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control.

- E. The Contractor represents and warrants that, the goods and services provided through this Contract and Statement of Work shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the goods and services, collect unlawful personally identifiable information on users, or prevent the goods and services from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the goods and services expressly permitted by the terms and conditions by the license under which it was provided.
- F. WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT OSU USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.
- G. The warranties stated above will not apply to the extent that there has been misuse (including, but not limited to, any use of the System capacity or capability, other than that authorized by Contractor in writing), accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by OSU or a third party, or failure or damage caused by a product for which Contractor is not responsible.

9. CERTIFICATIONS AND SIGNATURES:

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

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to 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: _____

[Remainder of this page left intentionally blank]

**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 OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(_)_____

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

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non

**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 QUESTIONNAIRE**

Oregon State University Security Questions for Technology-Based Procurements

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/or 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. Please contact the Office of Information Security at InfoSec@oregonstate.edu.

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?		
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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/or 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/or service(s) prevent the use of shared credentials or accounts including administrative accounts?		
Describe how your product(s), system(s) and/or service(s) authenticate and authorize users?		
Does your product(s) and/or 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 and/or secure coding? If so, which ones?		