



**REQUEST FOR PROPOSAL  
No. RFP HW180038P**

**Closed Captioning Services**

**PROPOSAL DUE DATE AND TIME**  
February 26, 2016 (4:00 PM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> 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](mailto:bids@oregonstate.edu)

## **1.0 GENERAL**

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... February 5, 2016
- Deadline for Requests for Clarification or Change..... February 17, 2016 (4:00 pm, PT)
- Proposal Due Date and Time..... February 26, 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 (RFP). Address all concerns or questions regarding this RFP to the Administrative Contact identified below.

### 1.04 ADMINISTRATIVE CONTACT

Name: Heather Wyland, C.P.M., A.P.P.  
Title: Procurement Manager  
Telephone: 541-737-7349  
Fax: 541-737-2170  
E-Mail: heather.wyland@oregonstate.edu

### 1.05 DEFINITIONS

As used in this RFP, 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 RFP.
- b. 'Caption Line Timing' When the captioned line appears and disappears in relation to when the corresponding words or sound effects are audible.
- c. "Exhibits" means those documents which are attached to and incorporated as part of the RFP.
- d. "Proposal" means an offer, binding on the Proposer and submitted in response to a RFP.
- e. "Proposer" means an entity that submits a Proposal in response to a RFP.
- f. "Proposal Due Date and Time" means the date and time specified in the RFP as the deadline for submitting Proposals.
- g. "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.
- h. "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.
- i. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the RFP.
- j. "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 the provision of closed captioning services.

## 2.02 BACKGROUND

OSU is experiencing an increase in the demand and need for closed captioned media content. Disability Access Services has previously helped various departments and entities on campus to caption their media. Due to the increased use of media, Disability Access Services is no longer able to fulfill all of the captioning requests. This solicitation is an effort by Disability Access Services to fulfill the increasing demand for captioning services throughout the OSU community.

## 2.03 OREGON STATE UNIVERSITY

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

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

## **3.0 SAMPLE TERMS AND CONDITIONS / MINIMUM SYSTEM CAPABILITIES/ PREFERRED SYSTEM CAPABILITIES/SERVICE SUPPORT REQUIREMENTS**

### 3.01 SAMPLE TERMS AND CONDITIONS

A sample contractual terms and conditions are included at Exhibit A.

### 3.02 RESPONSE INSTRUCTIONS FOR SECTION 3

Proposer must address each section below in order to be found Responsive. If the Proposer is not able to offer a desired capability or if the capability differs from what is desired please indicate that in your submission. It is OSU's preference to receive responses in the same format as shown below. For further clarification, OSU would prefer to see Proposer's response for the listed capabilities and requirements in Section 3 in the following format:

#### **OSU capability**

Vendor's Response

It is OSU's preference that the Proposals will also include the same numbering format listed below in their response to provide for ease of Proposal evaluation.

### 3.03 MINIMUM SYSTEM CAPABILITIES

#### A. Accounts and features

Proposers system must provide a system that allows departments to upload and manage their captioning requests. Following are the features should be included within that system.

#### **a. Evaluation of Vendor accounts and interface**

The Proposer's system interface must be easy to use and provide overall functionality such as, but is not limited to:

- i. Ability to change captioning and transcribing settings
- ii. Uploading media and downloading caption files or transcripts
- iii. Adding and removing user access to accounts
- iv. Gather usage reports
- v. Setting up integration between vendor, Kaltura, and YouTube

- vi. An accessible interface that meets or exceeds the OSU IT Accessibility Policy, which requires adherence to WCAG (Web Content Accessibility Guidelines) 2.0 AA for web based software. Proposers are requested to submit a VPAT (Voluntary Product Accessibility Statement) with their Proposals to support and clarify how accessible their web based systems are.

**b. Customizable captions and transcription**

Proposers system must allow for customizable transcription to meet specific needs of captioning. This includes (but is not limited to) changing how speakers are identified, how many characters per caption line is displayed as well as the number of lines per frame.

- i. Proposers system must also allow users to manipulate the transcripts if errors are found. These changes must be reflected in the final downloadable caption file.

**c. Institution Accounts and Billings**

Proposers system must easily allow for departments and other entities at the University to create accounts. All accounts must be managed separately in both media content and billing. Vendor must have the ability to provide OSU with a guest account that will be used if they are found within the competitive range and invited to the 2<sup>nd</sup> round of the evaluation process.

**d. Pre-payment to set up accounts**

Proposers system shall not require prepayment to set up an account. All accounts will be “billed-as-you go”.

**e. Flexible Turnaround time**

The Proposers system must have a variety of delivery timeframe options available to ensure flexibility and cost effective management of caption requests. Estimated timeframe for delivery should be provided upon request of the service. Please provide cost details for your turnaround times as an attachment to Exhibit D.

**f. Frame Rate adjustments**

Proposers system must provide a tool or an option to manually change frame rate settings (of the captioning files, not the media) to reflect any timing issues that may occur due to conflicting frame rate setting of that of the original media and that of the uploaded media for captioning.

**g. Usage Tracking and Reports**

Proposers system must provide a way to track usage of service. Tracking and usage reports will be used for both billing verifications and future projection of caption needs.

**B. Caption formats**

In order to ensure a seamless delivery of captioned media across a variety of platforms the Proposers system must be able to produce a variety of different formats available for download.

**a. Minimum requirements of downloadable formats:**

- i. SRT (SubRip Subtitle), SMI (Structure of Management Information), SCC (Scenarist Closed Caption), and WEBVTT (Web Video Text Tack).

**C. System Supported languages**

Proposers systems shall, at a minimum, support the following languages.

**a. Minimum language requirement:**

- i. English
- ii. Spanish

D. Content accuracy

Proposers system should have a minimum contextual content accuracy requirement of 99%.

Content accuracy cannot be based on a simple word count. If all contextually important words are incorrect, the level of accuracy is not reflected in the 99%. Proposer must be able to explain how their system can reach this level of accuracy and **provide a detailed explanation as to how they reach and verify their accuracy levels.**

E. 'Caption Line Timing' Offset Requirement and Rework

a. **Minimum OSU caption line timing requirement**

- i. <50ms offset.

b. **Rework**

- i. Severe timing issues (captioned lines that are clearly out of sync with audio) will be considered to not meet desired level of quality. It is OSU's expectation that if such a situation were to arise, the vendor would reword the timing of the video at no cost to OSU.

F. Integration

Proposers system must be able to provide a simple way to integrate external services (such as Kaltura, YouTube, etc.) into their services.

a. **Minimum required integration**

- i. Kaltura
- ii. YouTube.

G. Ability to provide separate billing

Each university account must be billed separately when requesting captions through/from one of the integrated platforms mentioned in Section 3.03 F.

H. Generating Captions Automatically (Mechanical Captioning)

Proposer should have a system that allows for automatic computer generated captioning. Proposer must explain what content accuracy their system reaches and **provide a detailed explanation as to how they reach and verify their accuracy levels. The cost of automatically captioned content must be explained and provided in Exhibit D.** Departments at OSU may elect to use this method of captioning for short and simple videos.

3.04 PREFERRED SYSTEM CAPABILITIES

A. Caption formats

Proposers system allows for the ability to download additional caption formats and transcript files not mentioned in the minimum system capabilities.

B. Language Support

Proposers system has additional language support beyond English and Spanish

3.05 SERVICE SUPPORT REQUIREMENTS

A. Quality assurance

It is OSU's expectation that if a caption job does not meet the standards in timing and content, the vendor shall offer a re-work of the file, free of charge. It is crucial that the vendor ensures timely support and a variety of different means of getting assistance.

**B. Annual Meeting**

Proposer agrees to schedule a meeting with OSU to discuss any future feature requests at least 90 days prior to the expiration of the contract.

**C. Proposer Development Flexibility**

**a. Provide OSU with a yearly product development plan**

Proposer should provide a description for how they plan to continuously work with OSU and to consider future feature requests to provide the best possible product. This plan must include at a minimum the following elements:

- i. Vendor must allow OSU to compile a wish list of features that the vendor takes into consideration regarding the future development of their product.
- ii. If OSU identifies features or functionalities that are crucial in delivering accessible media, the vendor is to provide a timeline and any costs to OSU that may arise in developing this/these features.

**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. Proposer should clearly identify their ability to meet these qualifications in their Proposal.

**A. Turnaround time**

Proposer has the ability to complete any submitted work request within 5 working days.

**B. Content Transcription Skill Level Requirements**

Proposer has the ability to provide high quality transcribed and edited English content from skilled U.S English speaking transcriptionists.

**4.02 PREFERRED QUALIFICATIONS**

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

**A. Examples of Past Experience**

Proposer is able to provide examples of past work with customers that shows their ability to meet a variety of transcription needs.

**B. Customizable Usage Reports**

Proposer has the ability to produce reports and statistics for specific time periods and services ordered. Vendor must provide an example in their response to the RFP, of what their usage reports look like.

**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 RFP. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Proposers must submit the following information:

- Description of how the goods or services offered specifically satisfy the sample terms and conditions and system capabilities described in Sections 3.01, 3.03 - 3.05 using the format described in Section 3.02.
- Detailed information about how the Proposer meets the qualifications described in Section 4.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Complete and itemized pricing of the goods or services requested.
- Guest Account: Proposers shall provide OSU with a guest account to their system for evaluation purposes. This account shall only be utilized if the Proposer is invited to participate in the 2<sup>nd</sup> Stage Evaluation. (See Section 6.1(c) for more details.)

## **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 does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU 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 (Competitive Range).

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.

c. Second Stage Evaluation:

OSU shall issue a Written invitation to Proposers within the Competitive Range requesting access to a guest account. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee. It is OSU's intention to use this round to evaluate the Proposers system and their ability to provide a high quality product.

Proposer shall provide OSU with a guest account for OSU to submit 5 sample videos for captioning. Proposers shall return the videos (free of charge) to OSU to review the product for quality control.

- 3 videos shall be submitted for completion using traditional captioning methods.
- 2 videos shall be submitted for completion using computer based captioning methods 'mechanical captioning' as described in Section 3.03 Paragraph H.

OSU may also request interviews, presentations, site visits or any other evaluative methods relevant to the goods or services solicited in this RFP.

- i. OSU may 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;

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

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 RFP. 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 FIRST ROUND EVALUATION CRITERIA**

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

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the minimum system capabilities	50
Proposal relative to the preferred system capabilities	10
Proposal relative to the service support requirements	10
Proposer's qualifications relative to the preferred qualifications	10
Price of the goods or services	<u>20</u>
<b>Total</b>	<b>100</b>

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

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

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices. The same pricing calculation process will be used in the event second round evaluations include changes to pricing.

**6.03 NEGOTIATIONS**

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the Competitive Range. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions as determined by OSU.

**6.04 INVESTIGATION OF REFERENCES**

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with



specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

### 6.03 CONTRACT AWARD

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

## **7.0 INSTRUCTIONS TO PROPOSERS**

### 7.01 APPLICABLE STATUTES AND RULES

This RFP 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 OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

### 7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/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 RFP 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 RFP 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 RFP in any way. No other direction received by the Proposer, Written or verbal, serves to change the RFP. 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 RFP and all Exhibits and Addenda to the RFP.

#### 7.07 PUBLIC RECORD

Upon completion of the RFP 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 sheet 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](mailto: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 RFP 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 RFP prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

### 7.11 LATE SUBMITTALS

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

### 7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

### 7.13 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the RFP, 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 RFP.

### 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 RFP, its Exhibits, or Addenda.

### 7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the RFP, 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 RFP, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable OSU Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the RFP, 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 RFP process.

### 7.20 PROPOSAL CANCELLATION

If a RFP 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 RFP 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 RFP number and title. The rules governing protests are at OSU Standard 580-061-0145.

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**EXHIBIT A**  
**SAMPLE TERMS AND CONDITIONS FOR SERVICES**

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

**1. DEFINITIONS:**

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

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

**2. ACCEPTANCE OF SERVICES:**

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

**3. ACCESS TO RECORDS:**

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in Writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

**4. AFFIRMATIVE ACTION:**

Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

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

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This

paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

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

**6. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:**

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior Written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring Written approval of the OSU Procurement and Contract Services Department, is void. No such Written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

**7. COMPLIANCE WITH APPLICABLE LAW:**

The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) 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) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

**8. CONFIDENTIALITY:**

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

**9. 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.

**10. FORCE MAJEURE:**

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

**11. GOVERNMENT EMPLOYMENT STATUS:**

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

12. INDEMNITY, RESPONSIBILITY FOR DAMAGES:

a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.

b. Without limiting the generality of this Section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt Written notice of any infringement claim.

c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

13. 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.

14. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than four million dollars (\$4,000,000) aggregate, unless otherwise specified in Writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. If requested, Contractor shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration commiserate with the statute of limitations for tort claims in Oregon.

15. INVOICES AND PAYMENT TO CONTRACTOR:

Contractor shall send invoices to OSU for services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:

a. The Purchase Order number;

b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;

c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and

d. The total amount due and the payment address.

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

annum on the outstanding balance (ORS 293.462).

**16. NOTICE:**

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in Writing and given to the other party, via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

**17. OSU NAME AND TRADEMARK:**

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior Written approval from OSU's Office of University Advancement.

**18. PARKING:**

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

**19. RECYCLABLE PRODUCTS:**

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

**20. REMEDIES FOR CONTRACTOR'S DEFAULT:**

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

**21. RETIREMENT SYSTEM STATUS:**

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**22. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:**

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**23. SEVERABILITY:**

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

**24. SEXUAL HARASSMENT:**

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



25. 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.

26. TAX COMPLIANCE CERTIFICATION:

Contractor certifies under penalty of perjury that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

27. TERMINATION:

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in Writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by Written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of Written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. 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.

29. WAIVER:

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

30. 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.

31. MERGER:

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

*[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 OSU Standard 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the RFP and all Exhibits and Addenda to the RFP; 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 RFP 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 RFP, Proposer hereby (check one)

- agrees
- disagrees

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

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

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

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

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

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

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

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

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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**EXHIBIT D  
PRICING**

Traditional Closed Captioning Method

Cost per minute \_\_\_\_\_

Computer Generated Closed Captioning Method

Cost per minute \_\_\_\_\_

**Optional Pricing**

Pricing should reflect turnaround time. If vendor offers flexible turnaround times, they must include price list to reflect these choices. Pricing shown above should reflect the cost for a 48 hour turnaround time on a submitted work request.