



**REQUEST FOR PROPOSAL
No. JD183900P**

**CURRICULUM PROPOSAL SYSTEM
& ONLINE CATALOG SYSTEM**

PROPOSAL DUE DATE AND TIME

July 27th, 2016 (3:00 PM, PT)

SUBMITTAL LOCATION

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

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date..... July 22nd, 2016
- Deadline for Requests for Clarification or Change..... July 25th, 2016 (3:00 pm, PT)
- Proposal Due Date and Time..... July 27th, 2016 (3:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

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

1.04 ADMINISTRATIVE CONTACT

Name: Joshua Dodson
Title: Procurement Contracts Officer
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. 'Ongoing Support' means all-inclusive technical support related to the proposed product(s) functionality including, but not limited to, software maintenance, upgrades, troubleshooting, and the resolution of functional deficiencies that do not conform to the agreed upon service levels within a resulting contract.
- d. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- e. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- f. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal 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 Request for Proposal.
- 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 a hosted solution to provide a Curriculum Proposal System (CPS) and an **optional** Online Catalog System (OCS).

2.02 BACKGROUND

The Academic Affairs office enhances the academic environment for students, supports faculty development through the promotion and tenure process, diversity initiatives and other targeted programs and conducts ongoing assessment and provides institutional data to the range of OSU partners and constituencies.

The Office of the Registrar manages all student academic records, degree audits and clearance, awarding of diplomas, academic regulations, course scheduling, catalog and schedule of classes at OSU. The Office of the Registrar coordinates with the Office of Academic Programs, Assessment & Accreditation (APAA) in all curriculum changes. The services being solicited are presently being provided internally.

2.03 OREGON STATE UNIVERSITY

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

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

3.0 SAMPLE TERMS AND CONDITIONS

3.01 SAMPLE TERMS AND CONDITIONS

Sample contractual terms and conditions for services is included at Exhibit A.

4.0 PROPOSER QUALIFICATIONS

Proposers MUST clearly identify in their Proposal how they meet the minimum qualifications listed below.

4.01 MINIMUM QUALIFICATIONS FOR CURRICULUM PROPOSAL SYSTEM (CPS)

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

- a. Proposer must have successfully implemented a CPS for an institution of similar size.
- b. Proposer must have implemented a CPS in the last 3 years.
- c. Proposer must have provided Ongoing Support services for an implemented CPS system over the last three (3) years.
- d. Proposer shall be the primary contractor in charge of the implementation and Ongoing Support of the proposed system. To further clarify, Proposer MUST submit their Proposal with the understanding that they will be the primary contractor for the system (if awarded). OSU shall not sign a separate contract with a third party for the installation or support of the CPS.
- e. Proposer must provide a system that can be identified as an 'existing product.' OSU's definition of an existing product is one that is commercially available off the shelf and is not being created from scratch specifically for this RFP.

4.02 PREFERRED QUALIFICATIONS FOR THE CPS

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

- a. Proposer has successfully implemented a CPS at other higher education institutions within the last 5 years.

4.03 MINIMUM QUALIFICATIONS FOR OPTIONAL ONLINE CATALOG SYSTEM (OCS)

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

- a. Proposer must have successfully implemented an OCS for an institution of similar size.
- b. Proposer must have implemented an OCS in the last 3 years.
- c. Proposer must have provided Ongoing Support services for an implemented OCS for a minimum of three (3) years.
- d. Proposer providing the optional OCS in their Proposal shall be the primary contractor in charge of the implementation and Ongoing Support of the proposed system. To further clarify, Proposer MUST submit their Proposal with the understanding that they will be the primary contractor the system (if awarded). OSU shall not sign a separate contract with a third party for the installation or support of the OCS.

Proposer must provide a system that can be identified as an 'existing product.' OSU's definition of an existing product is one that is commercially available off the shelf and is not being created from scratch specifically for this RFP.

4.04 PREFERRED QUALIFICATIONS FOR THE OCS

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

- a. Proposer has successfully implemented a OCS at other higher education institutions within the last 5 years.

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 a Proposal for the CPS, but are NOT REQUIRED to include the optional Online Catalog System in their Proposal.**

Please note, as stated above in Section 4.01 'Minimum Requirements,' if OSU, at OSU's discretion, chooses to award the optional OCS, both the CPS and OCS shall be awarded to a single Proposer.

Proposers must submit the following information and **clearly identify where this information exists within their Proposal:**

- Detailed information about how the Proposer meets the minimum qualifications described in section 4.01.
- Sample of the Proposers typical commercial contract for a hosted CPS system.
- Proposers suggested implementation schedule for a CPS system which includes the following elements:
 - A brief summary of the Proposer's project management and process methodology.
 - Defined expectations for deliverables of the Proposer's staff versus OSU staff including time estimates.
 - An explanation of how scope creep and sliding deliverables are handled.
 - Specified resources that must be provided by OSU including OSU personnel, skill level and time estimates for OSU support.
 - Description of user training and the timeframe in which it will be executed.
 - Detailed information regarding Proposer's Service Level Agreement
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed
- Exhibit D: Pricing for CPS Implementation and Yearly License
- Exhibit E: Proposer System(s) Questionnaire (Sections 1-2)
- Exhibit F: Security Questionnaire for Technology Based Agreements (for CPS only)

5.03 OPTIONAL SUBMITTALS

- Detailed information about how the Proposer meets the preferred qualifications described in section 4.03.
- Proposers shall provide a Voluntary Product Accessibility Template (VPAT) or other evidence of 5.08 compliance
- Sample of the Proposers typical commercial contract for a hosted OCS in .doc format.
- Proposers suggested implementation schedule for an Online Catalog System which includes the following elements
 - A brief summary of the proposer's project management and process methodology.
 - Defined expectations for deliverables of the proposer's staff versus OSU staff including time estimates
 - An explanation of how scope creep and sliding deliverables are handled.
 - Specified resources that must be provided by OSU including OSU personnel skill level and time estimates for OSU support.
 - Description of user training and the timeframe in which it will be executed.
 - Detailed information regarding Proposer's Service Level Agreement
- Exhibit D: Pricing for OCS Implementation and Yearly License
- Exhibit E: Proposer System(s) Questionnaire (Section 3)
- Exhibit F: Security Questionnaire for Technology Based Agreements (complete and additional Exhibit F for OCS only)

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.

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. Scoring for the CPS will not include the scoring for Proposers who also Propose the optional OCS. Should OSU decide to also award the optional OCS, OSU may consider the CPS scoring as part of that decision. Specifically, if OSU decides to award both the CPS and OCS, the Proposer with the highest combined scoring will be selected.

<u>CPS Evaluation Criteria</u>	<u>Points</u>
Proposers Implementation Schedule	10
Proposers Responses to Exhibit E Section 1	20
Proposers Responses to Exhibit E Section 2	20
Proposers qualifications related to the preferred qualifications	10
Price of the goods or services (only CPS Pricing)	30
Total	90

<u>OCS Evaluation Criteria</u>	<u>Points</u>
Proposers Implementation Schedule	10
Proposers Responses to Exhibit E Section 1	20
Proposers qualifications related to the preferred qualifications	10
Proposers Responses to Exhibit E Section 3 (if applicable)	10
Price of the goods or services (only OCS Pricing)	30
Total	80

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.

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

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

7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized

representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.11 LATE SUBMITTALS

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

7.12 PROPOSAL OPENING

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

7.13 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. 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 State University Standards, 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 OSU Standard 580-061-0145.

EXHIBIT A
STANDARD 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 Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

2. ACCEPTANCE OF SERVICES:

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

3. ACCESS TO RECORDS:

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, 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 OSU Standard 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 Benton 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, Contracts and Materials Management 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, Contracts and Materials Management 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, its officers, directors, agents, board 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 OSU, nor purport to act as legal representative of OSU, without first receiving from OSU's General Counsel, in a form and manner determined appropriate by OSU's General Counsel, authority to act as legal counsel for OSU, nor shall Contractor settle any claim on behalf of the OSU without the approval of OSU's General Counsel. OSU may, at its election and expense, assume its own defense and settlement in the event that OSU determines that Contractor is prohibited from defending OSU, or is not adequately defending OSU's interests, or that an important governmental principle is at issue and OSU 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.

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 reduce 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:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
- disagrees

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(_____) _____

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

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

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

**EXHIBIT C
REFERENCES**

REFERENCE 1

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

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 E
PROPOSERS SYSTEM(S) QUESTIONNAIRE

Please provide answers to the following requirements and desirables listed in Sections 1-3 below, as applicable. Answers can be provided on a separate page as long as there is a clear reference to this document.

Preferred Format of Questionnaire response:

<p>Question (in bold, 12 pt font)</p> <p>Answer (indented, 12 pt font, not in bold)</p>
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Section 1 (CPS and optional OCS Information)

Failure to respond to the questions below may result in your Proposal package being found non-responsive. See Section 6.01(a) 'Determination of Responsiveness' for more details. If a Proposer unable to provide information for any of the questions below an explanation for the lack of information must be provided as a response. To reiterate, not addressing the questions could result in the proposer being found non-responsive. The Proposer should provide OSU with a reason why the information pertaining the effected question is not available.

Note: If the proposer is not including the OCS in their Proposal, they should indicate so in this section of the questionnaire.

Does the Proposer plan to include an OCS in their Proposal? [] Yes [] No

Please indicate how your system(s) can meet or exceed the following **requirements**.

1. OSU REQUIRES the system(s) to be hosted by the Proposer via a cloud based solution.
2. OSU REQUIRES system(s) that support single sign on user account management. That the system(s) provide a mechanism for manual addition and removal of user accounts as well as a manual mechanism for creating test user accounts.
Your response to this REQUIREMENT must include the following elements:
 - a. Describe how the system(s) use Central Authentication Service (CAS), Shibboleth, or SAML authentication and meets the required specifications. Is the proposer a member of InCommon?
 - b. Describe how the system(s) use a manual mechanism for managing user accounts and creating test accounts.
3. OSU REQUIRES system(s) that are data-based in their architecture. To further clarify, OSU REQUIRES that the system(s) information be field based. For example, the syllabus needs to be entered into fields rather than uploaded as a Word, Excel, or PDF document. 'Major maps' defined as a way of displaying course requirements for majors and programs in a way that helps students understand which courses they need to take each term, must also be able to be broken down into data fields (major, course subject, number, title, year, term).
4. OSU REQUIRES system(s) that expose the workflow engine to substantiate a variety of proposal, review, and approval processes. The system(s) must allow different colleges to have different approval processes at various stages without a programmer or the vendor to having to intervene to create, change, and/or delete a given workflow process.
5. OSU REQUIRES system(s) that allow OSU to pull any and all data within the system(s) without any additional cost and at whatever intervals OSU requires.

6. OSU REQUIRES that the Proposer provide installation and Ongoing Support for the system(s). Your response to this REQUIREMENT must include the following elements:
- Describe briefly the process to initially set-up the system(s) distinguishing between the set ups for the system(s).
 - Describe the programming/technology support that will be needed from OSU to set-up and eventually maintain the system(s).
 - Describe the training support that will be provided as part of the set-up and post-set-up.
 - Describe how errors and fixes are managed, including problem escalation and the typical time to respond to and fix errors or problems.
 - Describe how additional customer requests 'wish list' items defined as 'functionality or attributes that the product does not current have but which are desired by the customer', are managed and whether they are included in the maintenance fees or require additional fees to create and implement which Wish List items.
 - Describe how Wish List items are managed, include typical response times. For example, what is the typical length of time for the proposers firm to review a Wish List item. What is the typical length of time that it takes for a Wish List item to be implemented. Please provide examples of the successful implementation of Wish List items.
 - Describe how you will provide ongoing technical support.

Please indicate how your system(s) can meet or exceed the following **desirables**.

- OSU desires system(s) that are able to interface with the Ellucian Banner Student Information System. System(s) should be capable of synchronizing data going to and from the Ellucian Banner SIS system. Your response to this REQUIREMENT must include the following elements:
 - Describe the process of pulling data from Banner into the system(s) and the frequency with which the system(s) are updated with Banner SIS data. Distinguish between the CPS and OCS (if offered).
 - Describe the type of Banner data that is incorporated into the system(s) such as courses, faculty/staff status and associations, and so on for the CPS to determine the program, level, college and campus, and not just the major code for the catalog. Distinguish between the CPS and OCS (if offered).
 - Describe the process by which data from the system(s) update Banner and the frequency with which the system(s) are updated.
 - If the system(s) do not presently interface with Banner, what is your plan for accomplishing this task? OSU requires that this interface within 4 weeks after contract execution.
- OSU desires to have system(s) with up-to-date, commonly used and supported software framework. This framework should be web-based, and accessible via standard Internet browsers, mobile web devices, and tablets. Your response to this desirable should include the following elements:
 - Describe the software framework used for the system(s) and how it relates to the common and best practices for software of this type.
 - Describe the web-based elements of the software, including compatibility (and incompatibilities) with browsers (list browser compatibilities and incompatibilities).
 - Describe whether the system(s) require add-ons (e.g. Java, Adobe Flash) for people to use. If so, which add-ons are required.
- OSU desires system(s) with a mechanism for redundancy, and that these system(s) have a planned year-around uptime availability of no less than 99.99%.

4. OSU desires system(s) with a mechanism to communicate outages, upgrades and planned maintenance. OSU also desires to have the ability to deny an upgrade if it so wishes. Your response to this desirable should include the following elements:
 - a. Describe how communication for expected and unexpected outages occurs. In the event of an outage describe the recovery time objectives (maximum amount of time down) and recovery point objectives (maximum amount of time for data lost).
 - b. Describe how vendor-initiated system(s) upgrades are managed (e.g. set time frames, how much notice is provided, etc.) and the frequency with which upgrades occur. Differentiate between small and large upgrades, include any cost to OSU in the process and description, and describe choices available about whether or not to have the upgrades.
5. OSU desires system(s) with no limits on data storage.
6. OSU desires system(s) that provide separate testing/development/sandbox environments.
7. OSU desires system(s) that include a business continuity plan with system back up tools and strategies to ensure business resumption and restoration in the event of a loss of the system(s) or data corruption.
8. OSU desires system(s) that have functions such as workflow approvals that can be managed through a mobile user interface.

Section 2 (CPS Information Only)

Curriculum Proposal System Questions:

Failure to respond to the questions below may result in your Proposal package being found non-responsive. See Section 6.01(a) 'Determination of Responsiveness' for more details. If a Proposer is unable to provide information for any of the questions below, an explanation for the lack of information must be provided as a response. To reiterate, not addressing the questions could result in the Proposer being found non-responsive. The Proposer should provide OSU with a reason why the information pertaining the effected question is not available.

1. Provide a detailed description of successful installation of your CPS system at an institution of similar size.
2. Provide a description of your organizations history demonstrating a minimum of 3 years of experience providing CPS services.
3. Is your CPS system being utilized by other higher education institutions? Are those institutions similar in size to OSU? If so, please provide information on how your system is being utilized at those institutions.
4. Provide a detailed description of the types and levels of service and support you offer to your clients. Specify any that would be considered above the standard for your industry.
5. How does your system provide a systematic approach to managing and editing curriculum content? Your response must include the following elements:
 - a. Describe your system's process for creating new forms (e.g. forms for different processes such as course proposals – new or revised, new degree programs, etc.), and making changes to existing forms. Please distinguish when/whether new forms and/or changes to forms are done from the user-end or requests need to be submitted to the vendor.
 - b. Describe dynamic features in the forms (such as fields that may appear if the user indicated the course is part of the general education curriculum, automatic insertion of information into certain fields, etc.).
 - c. Describe how non-Banner data are imported into forms for drop-down menus (such as general education learning outcomes).

- d. Describe the text entry features (for proposers) in proposal forms (e.g. spell check, bold, etc.) and the ability to copy and paste tables and images into the proposal.
6. How does your system provide the ability to define standard approval paths for curriculum management, as well as provide mechanisms to make exceptions and by-pass pathways?
Your response must include the following elements:
 - a. Describe the relationship between forms and workflows.
 - b. Describe how the CPS manages workflows and options for workflow configurations (e.g. linear flow, multiple simultaneous reviewers, if/then scenarios) based upon proposal type (differing work flows for different types of proposals).
 7. Does your system provide the ability to create an unlimited number of curricular approval paths/workflows?
Your response must include the following elements:
 - a. Describe how new curricular approval paths/workflows are set up in the CPS. Can they be set up by the user or do they need to be set up by the vendor?
 - b. Describe the process that needs to occur if a work flow needs to be “permanently” changed for a given proposal type. Can they be changed by the user or do they need to be set up by the vendor?
 - c. Describe the process to manually skip over steps in a workflow for a single proposal (e.g. skip steps) and/or be re-routed (e.g. sent back to the proposer and/or to other steps in the work flow) for a unique proposal/circumstance.
 - d. Describe how the CPS manages existing proposal submissions that are in the CPS and what occurs if “permanent” changes are made to workflows, forms, or reviewer lists (what affect/impact it might have on those proposals).
 8. Does your CPS system have the ability to run status reports of proposals existing at different stages in the CPS? Describe the reporting features for your system.
 9. Does your CPS system provide an efficient and accurate mechanism to assign individuals or groups (such as committees) different roles and assignments in the CPS? Do those roles have different permissions in the CPS? Is there a super-administrator role?
Your response should include the following elements:
 - a. Describe how your CPS system sets up and manages reviewers and changes in individuals (as their position in the university changes).
 - b. Describe whether these changes are in-put by an administrator or if there are Banner exchanges for the updating.
 - c. Describe how your CPS manages multiple reviewers and potential “simultaneous” edits in the same work flow stage (e.g. two people in a department or three people in a committee).
 - d. Describe how your CPS manages hierarchical permissions (e.g. multiple committee members are assigned, but only one has permission to “complete” the review).
 - e. Describe how your CPS manages users with varying roles in the workflow.
 - f. Describe the super-administrator permissions and actions a super-administrator can take in the CPS.
 10. Does your CPS have alert features that call attention to potential conflicts and/or actions that may impact inter-connected items? Does your CPS have alerts to remind reviewers to complete their review?
Your response should include the following elements:
 - a. Describe any reviewer or administrator alert functions in your CPS.
 - b. Describe alert features for catching potential problems, such as pre- or co-requisite courses, courses that have not been offered or are no longer offered, conflicts, and any other elements you feel are relevant to this question.

11. Does your CPS track changes, reviews, and decisions about proposals that go through the CPS?
Your response should include the following elements:
- Describe if the CPS automatically generates a unique tracking number for each proposal or how proposals are uniquely identified or tracked in the CPS.
 - Describe how the solution tracks changes to the proposal as it goes through the workflow (include description of tracking that occurs if the workflow is modified for a single proposal).
 - Describe how the CPS manages reviewer notes. Be sure to include who can make notes, who can see the notes, and how the notes are managed in historic documentation.
 - Describe how the CPS tracks the current status/location of the proposal. Include descriptions for the submitter, reviewer, and administrator (who may be tracking many proposals).
 - Describe how the CPS stores proposal histories and whether there are associations made between historic proposals and new, related proposals. Also describe if there are any mechanisms to associate historic proposals to future name changes (unit, degree, or course name changes, including course designator or numbering changes).
 - Describe if the CPS has any features to manage syllabi associated with a course proposal. Does the CPS store the syllabi in data fields within the database? How does the software associate the syllabi with the corresponding course in the course catalog? Does the CPS make syllabi automatically available to the public?
 - Describe how and in what format historic documentation is transferred over to OSU if it will no longer be stored on vendor servers.
12. Does your CPS have flexibility to make proposals available to the public?
Your response should include the following elements:
- Describe how the CPS manages public (outside of the OSU community) access to proposals that are currently in the CPS and historic proposals.
 - Describe what, if any, aspects of the CPS are password protected.
 - Describe what options or flexibility OSU has for making parts of the CPS publically available.
13. Does your CPS have the ability to print out or save an entire proposal in a single electronic document format? If so, list the formats it can be saved in (e.g. Word, text, pdf) and how the document can be formatted (e.g. change font, margins, headings, etc.). Also describe how attachments in the proposal are handled when converting the proposal to a single final (printable, savable) document.
14. Does your CPS have a search function that allows proposals to be retrieved using different search parameters? If so, describe search functions and how proposals are organized in the CPS for efficient retrieval, especially as they accumulate in large numbers over time.
15. Does your CPS have the capability to record the preferred list of courses that students should take for the degree program 'major maps' associated with the submitted proposal? If so, please provide an example of this mapping tool and how its features allow for data to be collected to substantiate major maps associated with new or changed degree programs.
16. Does your CPS have the capability to record degree program maps ('curriculum maps') to each program learning outcome to one or more courses in the program to indicate where, and to what degree (for example, introduced; reinforced; mastered) students are expected to achieve the learning outcome for each proposal? If so, describe how the proposed features allows for data to be collected to substantiate curriculum maps associated with new or changed degree programs.
17. Does your CPS system have features that allow the learning outcomes within the CPS to be connected to the OSU's Canvas Learning Management System (LMS)? If so, describe how the learning outcomes in the CPS can be connected to courses within the Canvas LMS.

18. Does your CPS system have features that provide current or historic connections between proposals? If so, describe any of your system features related to connected or cross-linked proposals, either through the CPS simultaneously and/or through historic connections.
19. Does your CPS system allow for the creation of agendas for committee action items? If so, please describe those features.
20. OSU desires a CPS system which includes an intuitive and user-friendly interface with descriptive self-help functions. Please describe how your system meets this desired level of functionality. Your response should include the following elements:
 - a. Describe the experience for the faculty user who is submitting a curriculum proposal for the first time. Be sure to highlight how they can be “educated” about the steps and process via interaction with the proposal form. Please describe how help features are set up.
 - b. Describe the experience for the faculty reviewer of a proposal. Be sure to highlight how the features help the reviewer experience.

Section 3 (OPTIONAL OCS)

Response to Section 3 is optional. If the Proposer is not including the OCS in their Proposal they should indicate so in this section of the questionnaire.

Does the Proposer plan to include an OCS in their Proposal? [] Yes [] No

If yes, please answer the following questions listed below.

1. OSU desires an OCS that will integrate directly with the CPS and that both systems will be managed through a single contract. Please describe the integrations between the CPS and the OCS, including what is automatically transferred from a proposal submitted in your CPS to the OCS, and/or what is intercepted/edited before it gets published online. Please include a description of features that prevent or address common problems that may occur in the transition between proposal entries in your CPS and the finished OCS products
2. OSU desires an OCS which provides an effective way to make changes in catalog data based upon approvals to proposals that go through the CPS. Additionally, that the OCS has effective date features for approved curriculum modifications, and where and how such a features manifest in the CPS and OCS. Please describe how the OCS manages propagation of changes throughout the OCS and within the CPS. Please describe whether and how historic elements are managed when a change is made. For example, if a course number or designator is changed, how does that change propagate through the OCS and if references to the previous designator or number remain for historical reference.
3. OSU desires that the OCS display a Banner STVMAJR (program list) and SOACURR program data (program title, degree types, levels, campuses).
4. OSU desires an OCS that has a filter to remove defunct programs from the catalog display.
5. OSU desires an OCS that can interface with DegreeWorks to present academic requirements and notify students if two courses are historically equivalent.
6. OSU desires an OCS which provides a systematic approach to managing and editing catalog content. Please describe how additions to, deletions from, or edits to the OCS are performed and how the OCS manages changes made within the catalog, whether and how those changes are propagated in the OCS, and how that relates to previous versions of the catalog. Please describe how changes are made in the OCS reflect changes in names or organizational structure such as units merging and degrees

moving to another department. Please describe how the OCS manages the development and production modes of the catalog.

7. OSU desires an OCS that provides a historical view of catalog edits including details about who made the change, when the change was made, and the action that occurred. If your OCS includes this feature, please describe how your OCS archives these edits.
8. OSU desires an OCS that provides a WYSIWYG editor that has the ability to include Hyper Text Markup language (HTML) text.
9. OSU desires an OCS that has a mechanism in place for the storage and display of historical catalogs.
10. OSU desires an OCS that has a mechanism in place to differentiate between the various OSU campus locations.
11. OSU desires an OCS that provides functions for rules that help to manage the catalog such as how long a given course number cannot be used and when it becomes available again.
12. OSU desires an OCS that will allow for institutional branding.
13. OSU desires an OCS that is downloadable into a printable format and can keep branding and catalog organizational features in place.
14. OSU desires an OCS that can run a variety of reports including but not limited to the generation of dynamic reports from Banner and/or from the CPS, such as Baccalaureate core course lists, core lists by college or program, a master list of academic programs from Banner SOACURR, undergraduate and graduate majors, minors, options, certificates, endorsements and graduate areas of concentration.
15. OSU desires an OCS that can display courses and affiliated course data. Please describe how your OCS presents individual course data including: Terms offered, currently scheduled courses, course designator, number, name, description, pre-requisites, cross-listings (e.g. BOT 151/BIO 151), and slash versions of a course (MTH 450/MTH 550), affiliation with honors or baccalaureate core, campus affiliation/location, and fees associated with the course. If the CPS is pulling data from the OCS, please note the following and address it in your response: Course Catalog does not have a campus code assignment field (only campus restrictions). Banner SSASECT has campus field, but not all courses are always scheduled.
16. OSU desires an OCS display that :
 - Manages additions, deletions and modifications to course data.
 - Lists course or subject contacts
 - Displays future course offerings by subject, campus, and term.
 - Filters out defunct subject codes, college codes, department codes, defunct programs listed in SOACURR tables, etc.
 - Allows the user to manually adjust data sourced from the OCS and has the ability to control the display of unusual data, for example, if there are several majors set-up in curriculum that is not considered “awardable degrees” and this should be displayed differently.
 - Displays the schedule of classes, real-time class enrollments and wait list information, including whether it can manage slash course enrollments combining 400-500 enrollments in slash courses.
 - Displays programs and courses by campus and has the ability to dynamically generate tables for major code descriptions and major restrictions by term.
 - Allows students to display and print a schedule for multiple possible courses in different subjects.
 - Provides hovering cursor functionality to display course details.

- Displays on mobile devices and tablets (if so, please provide a list of devices that can display the proposed OCS).

17. OSU desires an OCS that can provide usage data.

18. OSU desires an OCS that includes a search feature for all content. If this functionality is available, please describe its features.

EXHIBIT E
Security Information Systems Questions

Name of Technology

Name of Company

Contact Information

**Printed Name of Person
Completing Questionnaire**

**Signature of Person
Completing Questionnaire**

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

Documentation

Internal Use

Do you have a completed Shared Assessments full SIG questionnaire?		
Have you undergone a SAS 70 or SSAE 16 audit?		
Do you have a documented change management process?		
Do you have a formal Incident Response plan?		
Application/Service/Data Security		
Describe the permissions granted to each role in your application/system?		
Describe the level to which the roles and permissions can be customized by Oregon State University.		
What specific encryption algorithms are employed for your product(s), system(s) and service(s)?		

Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain?		
Will Oregon State University data be encrypted at rest? (Whole Disk Encryption, DB encryption, column level encryption inside a DB)		
Describe the mechanism for transferring data from Oregon State University to your organization. Are these transfers logged?		
Is login information such as user name and password encrypted during transmission from the client to the server? NOTE: Base-64 encoding is not acceptable.		
Are passwords hashed, so they cannot be decrypted? (SHA-1, SHA-256, MD5, ...) Please describe.		
Does your product(s), system(s) and service(s) prevent the use of shared credentials or accounts including administrative accounts?		
Describe how your product(s), system(s) and service(s) authenticate and authorize users?		
Does your product(s) and system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?		
Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.)? If not, please explain.		
Will Oregon State University data be used in test or development environments?		
Does your company own the physical data center where Oregon State University's data will reside?		
Do any of your servers reside in a co-located data center?		
If you are using a co-located data center, does this data center		

operate outside of the United States?		
If this co-located data center operates outside of the United States, will any of Oregon State University's data ever leave the United States?		
If Oregon State University data will leave the United States, please list all countries where it will be stored.		
Is there a contract in place to prevent data from leaving the United States?		
If you are using a co-located data center, please describe how networks and systems are separated.		
Are intrusion detection technologies and firewalls utilized on the hosted system(s)?		
Describe how your facility is physically secured?		
Third Parties		
Will Oregon State University data be shared with or hosted by any third parties?		
If so, list all 3rd parties that will host or have access to Oregon State University data.		
Do you perform security assessments of third party companies?		
If you do assess third parties, please describe assessment methodology.		
How often do you reassess third party companies?		
Briefly explain why each of these third parties will have access to Oregon State University data.		
Have you experienced a breach?		
Password/Passphrase Management		
Can you enforce password / passphrase aging requirements?		
Can you enforce password / passphrase complexity requirements?		

Are user account passwords / passphrase visible in administration modules?		
Are stored user account passwords / passphrases hashed?		
What algorithm is used to hash passwords?		
Vulnerability Assessment/Mitigation		
The OWASP 10 identifies the most critical web application security flaws. How does your organization address and mitigate the common application risk identified by the OWASP Top 10. Information about the OWASP Top Ten can be found at https://www.owasp.org/index.php/OWASP_Top_Ten_Project .		
Are your applications scanned for vulnerabilities by a qualified 3rd party?		
Are your systems scanned for vulnerabilities by a qualified 3rd party?		
Are your applications scanned for vulnerabilities prior to new releases?		
What application and operating system vulnerability scanning companies do you use?		
How often are operating systems and applications scanned?		
Are updates to your product released on a regular schedule?		
How are critical security patches applied to your systems and applications?		
Will we be notified of major changes to your environment that could impact our security posture?		
Disaster Recovery/Backups		
Do you have a disaster recovery plan?		
Are components of your disaster recovery plan located outside of the United States?		
When was the last time you tested your disaster recovery plan?		

Are you performing backups?		
What type of media is used for backups?		
How long are these backups kept?		
How is backup media destroyed?		
Are you encrypting your backups?		
Will you be willing to encrypt backups of Oregon State University data?		
Are these backups taken offsite?		
Where are all the locations that will store Oregon State University backup data? Please list by country if located outside of the United States.		
Employee Policies/Security Awareness		
Do you perform background screenings on employees?		
Do you have an information security awareness program?		
Is the security awareness training mandatory for all employees?		
How frequently are employees required to undergo the security awareness training?		
Do your employees hold Information Technology Security certifications or secure coding? If so, which ones?		