



**REQUEST FOR PROPOSAL  
No. JK191117P**

**Scholarship Management System**

**PROPOSAL DUE DATE AND TIME**  
November 13, 2017 (3:00 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..... November 1, 2017
- Deadline for Requests for Clarification or Change..... November 7, 2017 (2:00 pm, PT)
- Proposal Due Date and Time..... November 13, 2017 (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: Jennifer Koehne  
Title: Purchasing Analyst  
Telephone: 541-737-7353  
Fax: 541-737-2170  
E-Mail: jennifer.koehne@oregonstate.edu

### 1.05 DEFINITIONS

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

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OSU Standard 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols 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 scholarship management system.

### **2.02 BACKGROUND**

Oregon State University recognizes student excellence, diversity, and achievement through an array of scholarship opportunities. The Office of Scholarships serves all recipients of OSU scholarships and works to increase opportunities for access, provide financial guidance to students and families, and encourage engagement and research throughout our state, our nation, and our world. In order to better serve and support our students we must provide the needed tools to scholarship managers and stakeholders across campus that enable the effective administration of scholarships.

The Office of Scholarships, in collaboration with OSU partners, has identified a set of initiatives that will support student success, one of which is a modern, online scholarship management system. This solution will improve student access to scholarships, improve fundraising and donor management, and maintain regulatory compliance.

Scholarships at OSU are currently housed and processed in a system developed in-house many years ago which faces significant challenges. These challenges include the need for continued development, increased system data exchange, security, accessibility, maintenance, and an overall lack of usability by students and staff.

OSU at this time is looking to implement a hosted or cloud based scholarship management system to replace the current system.

### **2.03 OREGON STATE UNIVERSITY**

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

## **3.0 STATEMENT OF WORK**

### **3.01 SAMPLE CONTRACT**

A sample contract containing contractual terms and conditions is included at Exhibit A.

### **3.02 STATEMENT OF WORK**

Proposer shall provide OSU with a scholarship management system hosted in the cloud that can address the following functionality.

1. Administration
  - a. Setup scholarship profiles with requirements and filter criteria
  - b. Ability to load scores and other scholarship selection results into Banner
  - c. Ability to assign to reader groups or departments
  - d. Ability for same application to be reviewed by multiple reader groups
  - e. Ability to have different scoring criteria assigned by different departments
  - f. Ability to load data into and from the following systems through an application programming interface (API) or via csv files: Banner, Advance Donor Software (OSU Foundation), and Salesforce.
  - g. Solution offers customizability or adaptable for changing future needs
  - h. Solution is capable of being extended to serve multiple departments and colleges across campus
  - i. Solution must service prospective and current undergraduate and graduate students, including transfer students
  - j. Ability to add/modify funds, users, reviewers, committees, etc.
  - k. Ability to run reports on administrators, usage, funds, awarding
  - l. Ability to set up donor profiles
  - m. Ability to create communication flows to students, administrators and donors
  - n. Ability to manage donors and donor communication
  - o. Ability for donors to access the system
2. Service, Support and Training
  - a. Provide multiple service levels via email and phone
  - b. Provide self-service training for new and advanced users
  - c. Provide options for additional training onsite, remote or online
  - d. Designated/dedicated support person/relationship manager
3. System Reporting
  - a. Ability to run lists on demand for applicants, awarded funds, available funds
  - b. Ability to set up recurring reports
  - c. Annual reports
  - d. Graphical reports
  - e. System generated exception reports
  - f. Usage reports
4. Online application
  - a. Ability to start application, save and return to complete
  - b. Mobile device support
  - c. Auto saving of application
  - d. Password recovery
  - e. Modern, visually appealing, easy to navigate
  - f. Skip logic for questions
  - g. Ability to search for scholarships
  - h. Auto population of data elements for current students
  - i. Checklist support for students to review what needs to be completed
  - j. Ability for applicants to upload documents and use those documents across multiple scholarships and years
  - k. Ability to upload letters of recommendation or other support
  - l. Ability to upload photos and other media files

5. Online review
  - a. Web viewing and scoring of applications
  - b. Ability of reviewers to upload documentation
  - c. Ability to track scores, make notes, rank applicants
  - d. Ability for outside people to participate in review and scoring
6. Applicant Awarding and Notification
  - a. Ability to input funds into the system with criteria and dollar amounts
  - b. Matching algorithms to help match students and scholarships
  - c. Ability to load award data into Banner
  - d. Ability to award on a term basis and an annual basis
  - e. Ability to modify awards
  - f. Ability to see all awards to an applicant
  - g. Ability to flag an applicant for review of federal aid
  - h. Ability to send communication to students around starting, completing, accepting and declining awards
  - i. Ability to customize communication
7. Security and Privacy
  - a. System must be secure and encrypted to meet university standards
  - b. System must meet university FERPA standards
8. Other
  - a. System must meet university ADA compliance requirements and all other applicable law
  - b. Proposer shall be responsible for all maintenance, support and updates as part of the subscription/hosting fee
  - c. Proposer shall provide implementation services as part of the conversion to their system
  - d. OSU will own all data entered into the Proposer's solution and that data should be made available to OSU on a regular basis, as mutually agreed to by both parties, in the form of a backup in a standardized format. At the conclusion of the Contract, all OSU owned data is to be returned to OSU at no additional charge in a standardized format agreed to by both parties

#### **4.0 PROPOSER QUALIFICATIONS**

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

##### 4.01 MINIMUM QUALIFICATIONS

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

- a. Proposer must have at least three (3) years experience providing the goods or services requested.
- b. Proposer must have successfully deployed solutions at an institution of similar size and complexity.
- c. Proposer must be able to pass an OSU security review in order to work with protected and sensitive information in a hosted environment.

##### 4.02 PREFERRED QUALIFICATIONS

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

- a. Proposer with at least three (3) university clients, of similar size as OSU.
- b. Proposer with demonstrated advanced customer service levels, including multiple training options, guaranteed uptime, after hour support and guaranteed responsiveness.

## 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.

Required Submittals:	Check Off
Description of how the goods or services offered satisfy the statement of work described in section 3 including the following:	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Written narrative describing how Proposer can meet the functionality as called out under the statement of work. Address each area listed under the statement of work.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provide a project plan or methodology as to how Proposer would implement the system and maintain the system ongoing. Include bios of key personnel.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Describe Proposer's customer service model for both customer support and technical support. Include all support options available.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Describe all available training options, materials or other help features available.</li> </ul>	<input type="checkbox"/>
Detailed information about how the Proposer meets the minimum qualifications described in section 4 including the following detail:	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provide a company history detailing at least three (3) years providing the goods and services requested.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provide a list of institutions of similar size and complexity to OSU that Proposer has successfully deployed their solution at. Provide two (2) to three (3) case studies that include a brief description of who the client is, what was involved in the deployment, and how long the client has been using the system along with any challenges faced in the deployment and how those were overcome.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provide a statement that Proposer is willing to undergo and pass an OSU Security Review in order to provide a hotes or cloud based solution. Proposer will need to complete and submit Exhibit E with their proposal.</li> </ul>	<input type="checkbox"/>
Detailed information about how the Proposer meets the preferred qualifications described in section 4 including the following detail.	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provide a list of three (3) current university clients of similar size to OSU. Proposer may list these clients in the institution list requested above.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>Provide backup showing Proposer has advanced customer service levels including multiple training options, guaranteed uptime, after hour support and guaranteed responsiveness.</li> </ul>	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Pricing	<input type="checkbox"/>
Exhibit E: Security Questionnaire	<input type="checkbox"/>

## 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.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	45
Proposer’s qualifications	25
Price of the goods or services	30
<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.

**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 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](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 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**  
**TERMS AND CONDITIONS / SAMPLE CONTRACT**

This Contract is between Oregon State University for its Information Services department ("OSU") and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number JK191117P entitled Scholarship Management System was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

**A. CONTRACT TERM.**

This Contract is effective on the date of last signature and expires three (3) years from that date.

**B. TERMINATION.**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

**C. REMEDIES FOR CONTRACTOR'S DEFAULT.**

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

**2. STATEMENT OF WORK:**

**A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

Contractor shall provide OSU with the following services during the Term of this Contract:

To be inserted at a later date.

**B. ACCEPTANCE OF SERVICES.**

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

C. BUSINESS REVIEWS.

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

**3. COMPENSATION:**

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$TBD.

A. METHOD OF PAYMENT FOR SERVICES.

To be inserted at a later date.

B. BASIS OF PAYMENT FOR SERVICES.

To be inserted at a later date.

C. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

D. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

**4. INSURANCE:**

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2 Million per occurrence and \$4 Million aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy.

B. PROFESSIONAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.

C. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per

occurrence.

**D. PROPERTY INSURANCE.**

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

**E. PRIMARY COVERAGE.**

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

**F. WORKERS' COMPENSATION.**

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

**G. CERTIFICATES OF INSURANCE.**

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

**H. NOTICE OF CANCELLATION OR CHANGE.**

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

**5. INDEMNIFICATION:**

**A. INDEMNITY.**

- a. Contractor shall indemnify and hold harmless OSU and its officers, board members, employees, agents and other representatives against claims, expenses, or losses: (i) that result from Contractor's negligence, wrongful acts or willful misconduct, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.
- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.
- c. Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

**B. DEFENSE.**

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

**6. LAWS AND POLICIES:**

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

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit

Court of Oregon for Benton County.

- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

**B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.**

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

**C. FEDERALLY REQUIRED PROVISIONS.**

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award.

Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

**D. PUBLIC RECORDS LAW NOTICE.**

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

**E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.**

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

**F. EXPORT CONTROL.**

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

**G. FIREARMS POLICY.**

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

**H. PARKING.**

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

**I. SEXUAL HARASSMENT POLICY.**

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

**J. SMOKING POLICY.**

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

**K. WEBSITE ACCESSIBILITY.**

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

**7. GENERAL TERMS AND CONDITIONS:**

**A. ORDER OF PRECEDENCE.**

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

**B. NO THIRD PARTY BENEFICIARY.**



OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.

b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if

given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator  
OSU PCMM  
ATTN: 191117 Contract Administrator  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Telephone: (541) 737-4261  
Fax: (541) 737-2170  
E-mail: [pacs@oregonstate.edu](mailto:pacs@oregonstate.edu)

and: OSU Departmental Administrator  
[Name]  
[Title]  
[Address]  
[City, State, Zip]  
Telephone: [Phone Number]  
Fax: [Fax Number]  
E-mail: [E-Mail Address]

CONTRACTOR Contract Administrator  
[Name]  
[Title]  
[Address]  
[City, State, Zip]  
Telephone: [Phone Number]  
Fax: [Fax Number]  
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. AFFILIATES.

Affiliates of OSU have the right to participate under this agreement with no further financial obligation and will be considered an OSU user.

N. *(Optional Clause)* PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger

any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

O. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

P. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

Q. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

R. MERGER.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

**8. CERTIFICATIONS AND SIGNATURES:**

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

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

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

**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: \_\_\_\_\_

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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**

ITEM	CATALOG OR MODEL NO. & DETAILED DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	Annual Software Subscription Fee (including access to the software solution, maintenance, support, updates, and storage).				
	Setup Fees (one time, list out each fee and what they include)				
	Other (any other fee not listed but applicable to the implementation or the use of the product. List out each additional fee and what they will include.)				
	Discounts (detail any discounts that may be available)				
				<b>TOTAL</b>	<b>\$</b>

**Other:**

Please provide the fees for the following services that OSU may elect to add at their discretion.

- Professional Services Fees (Hourly Rate) – include hourly rates for all applicable professional services offered
- Training Options –include pricing for all applicable training offerings available

Proposer may provide pricing on a separate form than Exhibit D but must include all of the detail requested under the exhibit.

**EXHIBIT E  
SECURITY QUESTIONNAIRE-**

**Oregon State University Security Questions for Technology-Based Procurements**

\_\_\_\_\_  
**Name of Technology**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Contact Information**

\_\_\_\_\_  
**Printed Name of Person Completing Questionnaire**

\_\_\_\_\_  
**Signature of Person Completing Questionnaire**

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

**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?		
<b>Application/Service/Data Security</b>		
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/or service(s)?		
Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain?		

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



Describe how your facility is physically secured?		
<b>Third Parties</b>		
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?		
<b>Password/Passphrase Management</b>		
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?		
<b>Vulnerability Assessment/Mitigation</b>		
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 <a href="https://www.owasp.org/index.php/OWASP_Top_Ten_Project">https://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> .		
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?		
<b>Disaster Recovery/Backups</b>		
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.		
<b>Employee Policies/Security Awareness</b>		
Do you perform background screenings on employees?		
Do you have an information security awareness program?		
Is the security awareness training mandatory for all employees?		
How frequently are employees required to undergo the security awareness training?		
Do your employees hold Information Technology Security certifications and/or secure coding? If so, which ones?		