OSU
Oregon State
UNIVERSITY

INFORMAL REQUEST FOR PROPOSAL
No. JK191846IP

Title

Recreation Entry Point and Payment Management System

PROPOSAL DUE DATE AND TIME
February 12, 2018 (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

jennifer.koehne@oregonstate.edu

(Updated: December 4, 2014)

1.0	**GENERAL**

1.01   SCHEDULE OF EVENTS
- Issue Date .... January 26 2018
- Deadline for Requests for Clarification or Change .... February 5, 2018 (3:00 pm, PT)
- Proposal Due Date and Time .... February 12, 2018(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   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 solicitation to the Administrative Contact identified below.

1.03   ADMINISTRATIVE CONTACT
Name: Jennifer Koehne
Title: Purchasing Analyst
Telephone: 541-753-7353
Fax: 541-753-2170
E-Mail: jennifer.koehne@oregonstate.edu

1.04   DEFINITIONS
As used in this solicitation, 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 the Request for Proposal.
   d. "Proposer" means an entity that submits a Proposal in response to the 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 the document issued 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 recreation software system.

2.02   BACKGROUND
The Department of Recreational Sports (Rec Sports) creates engaging environments for student growth and success. We inspire healthy living by providing quality recreational and educational opportunities for the OSU community. Through staff passion, innovation, and steadfast commitment to creating dynamic learning experiences, Rec Sports has established itself as an essential campus partner in student wellness, a healthy campus, and the success of students and campus alike.   Rec Sports is recognized as a leader and source of best practices in the growing and evolving field of recreation. We have a 200,000 plus square foot of facility Space covering six (6) different campus locations. The department offers five (5) program areas for the OSU community members to engage in. (Fitness, Sport Programs, Safety, Aquatics and the Adventure Leadership Institute)

Rec Sports uses our current software solution to manage facility access, passes, lockers, activity registrations, point of sale, league management, and facility reservations. Rec Sports would like to move to a new system that will allow us to utilize a cloud based platform to meet the needs listed above and allow for us to keep up with current trends. (web registration, online league management, mobile participant tracking, communication tools, Associated Mobile platform, ability to communicate with department or university systems, user friendly for both administrators and participants, online waiver management, single sign on).

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, recognition of the depth and quality of OSU's graduate education and research programs.

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

3.0	**STATEMENT OF WORK**

3.01 TERMS AND CONDITIONS

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

3.02 STATEMENT OF WORK

Technical Specifications

Hosted	Hosting servers should be secure, reliable and up to date with current technology practices.	Describe your ideal situation for hosting of the data. Are there options for either vendor or client hosting?
Software Framework	The system **should** have an up-to-date, commonly used and supported software framework, be web-based, and be accessible via standard internet browsers, mobile web devices, and tablets.	1. Describe the software framework used for the system and how it relates to the common and best practices for software of this type. 2. Describe the web-based elements of the software, including compatibility (and incompatibilities) with browsers (list browser compatibilities and incompatibilities). 3. Describe whether the system requires add-ons (e.g. Java, Adobe Flash) for people to use it. If so, describe which add-ons are required.
Redundancy and Availability	The system **should** have a mechanism for redundancy and have a planned uptime availability of no less than 99.5% of a 24x7x365 period.	Describe the solution's system redundancy and uptime availability. Describe corporate commitment to supporting this requirement with clients.
Outages Upgrades and Maintenance	The vendor **should** have a mechanism to communicate outages, upgrades, and maintenance. The Proposer should provide software upgrades when they become available, giving OSU a choice about the upgrade.	1. Describe how communication for expected and unexpected outages occur. 2. 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). 3. Describe how vendor-initiated system 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 if there are any additional costs to OSU in the upgrade process and provide a description of what those costs are, and describe choices available about whether or not to have the upgrade.
Testing Development and Sandbox	The solution should provide separate testing/development/sandbox environments.	Describe how the client can test the system and whether it is using the production system or a separate testing, development, and/or sandbox environment. Are these testing environments part of the overall Software Proposal that is available to OSU to use? Do any additional instances require additional licensing and is there any cost for that licensing?

Business Continuity	The system should provide OSU with a business continuity solution to ensure business resumption and restoration in the event of a loss of system or data corruption.	Please describe the proposed solution's backup tools and strategies.
Single Sign On	The system must support single sign on user account management. The system must provide a mechanism for both automated and manual addition and removal of user accounts without vendor intervention. The system must provide a mechanism for creating test user accounts. The system should also support single sign on from multiple active directory (AD) trees.	Describe how the proposed solution uses central authentication service (CAS), Shibboleth, or security assertion markup language (SAML) 2.0 authentication and meets the required specifications. The vendor should mention if they are also a member of In Common. Describe how the system uses a manual mechanism for managing user accounts and creating test accounts. Describe the mechanism for adding users programmatically and in batch mode. Describe how the system is able to support sign on from multiple AD trees.
Data Architecture	The system should be data-based in its architecture. In other words, some information needs to be field-based. For example, OSU should be able to establish fields in a way that the data meets OSU's needs and can be extracted to be loaded into other systems of record.	Describe how the proposed solution will be able to substantiate the data architecture sought by OSU.
Data Access	The system must allow the OSU to extract any and all data and/or metrics within the vendor's proposed solution without any additional cost to the OSU, at whatever intervals OSU requires.	Describe how the proposed solution meets this requirement. Describe any limitations there may be on download activity.
Mobile IU Capability	The system should have certain functions that can allow both administrators and/or users to access information, complete various tasks IE purchase and register for events or classes through a mobile User Interface (UI). Supported mobile UIs can include Windows Phone, Android, and IOS devices.	Describe how the proposed solution is available through a mobile ready user interface, and what mobile OS's are supported.
Notifications	The solution should be able to enable notifications that are made available to specified individuals, groups, and/or mass selected populations via Microsoft Outlook/Office 365, texting and through an App. It should also enable the sender to specify whether notifications are routed to recipients sequentially or concurrently, and if sequentially, in what order.	Describe how the proposed solution meets these requirements.
Department Controls	The proposed solution should allow for some control over their documents, and environments. For example, an administrative "console" for departmental dashboards, and branding.	Please describe how the proposed solution meets these needs.
API's	The solution must be able to utilize established application program interfaces.(API's) that move data between systems (either in bulk) or as web-services based transactions. System must be able to communicate with current OSU systems such as core, Idealogic, and EMS.	Describe how the proposed solution utilizes APIs for moving data from the recreation management solution to various ERP systems (either in bulk or as a transaction). Describe how your system will work with core. Describe how your system will work with Idealogic. Describe how your system will work with EMS.

ADA Compliance	The system must be American Disability act (ADA-Section 5.08) compliant and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines. The following link describes the terms of OSU's policy on Information Technology Accessibility: http://oregonstate.edu/accessibility/ITpolicy	Describe how the solution meets ADA requirements and OSU policy on IT accessibility.
Initial Set up	The Proposer should provide support to set up the recreation management solution at OSU. The Proposer should provide learning materials and training for users and administrators.	Describe briefly the process to initially set-up the system (a more detailed timeline and description is requested in section 3). Describe the programming/technology support that will be needed from OSU to set-up and eventually maintain the system. (This can be a general overview of the process; a more specific timeline is requested at the end of this table). Describe the learning materials and training support that will be provided as part of set-up and post-set-up.
Maintenance and Errors	The Proposer should address in a timely manner problems or errors in the hosted software that significantly impact usability.	Describe how system errors and fixes are managed, including problem escalation and the typical time to respond to and fix errors or problems.
Customer Requests	The Proposer should be able to provide additional functionality, not currently in their system, over time based on OSU requests. All requests should be accompanied by a detailed timeline of completion.	Describe how future needs, customizations or enhancements, identified by OSU will be managed by the Proposer and whether they are included in the maintenance fees or require additional fees to create and implement.
Multiple User Interface	The system should have multiple interfaces for different functions. For example, there should be a capability to provide sales or calendar of events through different devices (mobile, tablet, laptops, desktop computer). It should have a console to manage numerous different activities.	Describe the different UI's and consoles that can be used.
Branding	The solution should allow institutional branding. It should support multiple brands (for example, different branding for different departments). It should permit the brands to be created and maintained by OSU, and should permit all screens displayed to recipients to be branded by OSU.	Describe how the solution supports these requirements.
Templates	Ability to get customized reporting	Describe how your system handles reporting.
Data Retention and Accessibility	Data should be retained permanently and should accessible to OSU as needed. Data should be backed up frequently to avoid loss of data.	Describe your data retention, and archiving processes. Describe the user's ability to access data over past years. Describe your process for backing up data
Multiple Levels of Administrative and User Rights	The system should be able to restrict or enable user access to different modules, reports or other function based on groups defined by OSU use templates, or shared documents, or to retrieve documents based on groups defined by OSU.	Describe the structure used by the system to grant both user and administrative rights. Describe what rights may be controlled. Describe any limitations, if there are any, on the number of user or administrative roles which may be defined, or the number of users within each role.

Printing	The system should be able to print out electronically generated documents, receipts and reports when needed by a user.	Describe the ability of the system to print out or save a document or report within the recreation management solution as needed by a user.
Custom Modifications	Custom modifications to the system should be made available to OSU.	Please provide a description of how you handle items that are identified, as out of scope or that require custom development work. Please include a description of pricing/cost estimates for such work (e.g. hourly fees).
PCI Compliance	Must be PCI Compliant and able to meet the Oregon Treasury Requirements for vendors. See Oregon State Treasury Third Party Vendor Requirements	Describe how if your group is PCI compliant and how you would be able to meet Oregon Treasury Standards.
Payments	Must be able to receive payments, interface and complete a payment pass through with credit card processing system. Must be able to track payment history. Must be able to differentiate between levels of affiliation with OSU IE: student, faculty, and affiliate.	Describe how vendor system interfaces as a pass through for payments. Describe the recreation management solution for accepting all types of payments including Visa, Master Card, Discover, Cash, Check and Student Charge. Describe the recreation management solutions ability to track payments made by specific participants.

Other Functionalities and Features

Locker Management	Must be able to house locker information such as locker number, lock number, and lock combination. Must be able to rent or sell a locker to a patron and have locker information reside on patron's account.	Describe how the recreation management solution displays and processes locker information. Describe how the recreation management solution displays and processes locker sales. Describe how lockers are set up in the recreation management solution.
Personal Training	Must be able to process payments for personal training. Recreation management solution should be able to house personal training information such as schedule and name. The software should also be able to sell personal training appointments online. The software should be able to send electronic documents related to personal training and be able to store documents as a part of participants account.	Describe the solution for taking payments for personal training. Describe the system's ability to house trainer information. Describe the process for selling appointments online. Describe the recreation management solutions ability to send and store documents related to personal training.
Activities	Must be able to sell activity classes. Must be able to track participants in classes and provide reports including names, ID numbers and personal demographics. Must be able to sell activity classes online The software solution should be able to link two participants in the same registration in the case of a team event.	Describe the solution for taking payments for Activity classes. Describes the system's ability to store individual demographic information and what information it can store. Describe the reporting solution for activity classes to track participants in classes at any given time. Describe the online registration process for an activity class. Describe the software solutions ability to link multiple members of an activity to the same registration.

Pass Management	Must be able to sell or assign passes or memberships to individuals and keep track of these passes on an individual's account. Must be able to manually or auto assign a participant number or unique ID sequence to identify patrons on an individual basis. The software solution should be able to provide demographic information of participants including, name, ID number, and personal demographics. The software solution must be able to sell memberships or passes online. Must be able to assign or sell multiple passes or memberships to participant accounts.	Describe the software solutions ability to sell or assign memberships or passes to individuals. Describe the software solutions ability to keep track of passes and memberships on an individual's account. Describe how the software solution handles assigning unique participant id numbers or sequences. Describe the system's ability to store individual demographic information and what information it can store. Describe how passes or memberships are assigned and sold online. Describe how system would work with multiple passes. IE membership with a fit pass or other program specific pass.
Facility Access	Must be able to grant access to multiple buildings Must be able to have multiple access points per facility. Must be able to use a card swipe or scan to allow access to facility access points.	Describe how facility access is granted in the software solution. Describe the different methods that can be used to obtain access to facilities.
League Management	The system should provide a robust IM Management solution that includes, but is not limited to the following: - Online registration and payment with ability to have team or individual payments. - Online player management (join teams, manage rosters, suspend players, sign waivers, etc. - Ability to check in players/teams, add players to rosters, etc. at game sites - Automated schedule generation for league game and bracket games with ability to create templates, have exemptions, etc. Ability to incorporate team availability and move teams from league play to a bracket based on qualification criteria - Ability to assign facilities for Intramural games. - Online reschedule management - Customizable and live scoresheets with ability to track conduct ratings, etc. - Officials and staff management and scheduling. - Free agent management - Ability to access league, tournament, and event history - Online manager's and participant education with ability to have quizzes - Administrator ability to manage the leagues without having to ask the company to complete tasks for them. - Ability to use membership data to restrict participation access, restrict participants to certain number per category (ex: 2 sport club players per team) - Mobile and App compatible - Ability to send emails, push notifications, and texts to managers, participants, officials from the system. Email text and recipient lists should be customizable	Describe in detail how your solution handles league/tournament management. If you solution does not have a league/tournament management component describe how your product seamlessly work with other established vendors (i.e.: IM Leagues) to manage Intramural Sports leagues and Events.

	- Ability to submit forms (staff reports, accident/incident reports, official's evaluations, etc.) - Player profiles with history - Ability to track sub groups of participants for things like Greek points or maximum number of sport club athletes per roster for a specific club and sport - Ability to provide participation reporting such as participant demographics, amount of participation, levels of participation, and programmatic data such as number of teams, number of forfeits, number of games played, etc. Customizable reports with the ability to access collected data as needed.	
Waivers	The software solution should be able to deliver and accept online waivers and digital signatures. Should be able to track and retain waivers with signatures. Should be able to notify participants either automatically or manually when a waiver is expiring.	Describe the implementation and delivery of single point log in waivers through the software solutions online portal. Describe the software solutions ability to track and retain waivers. Describe the software solutions ability to notify participants that their waivers are expiring.
POS	The software solution must be able to sell items as a Point Of Sale inventory item either physical inventory or digital inventory. Must be able to track physical inventory levels and notify administrative users when inventory is low or returned. Must be able to collect and retain demographic information on participants purchasing inventory items.	Describe the software solutions ability to sell inventory items both digital and physical. Describe physical inventory tracking in the system. Describe the system's ability to store individual demographic information and what information it can store.
Inventory	Must be able to track gear for short and long-term rentals and sales. The software solution must be able to have an inventory system for equipment rental, and the ability to have rental transactions with live updates to inventory as gear is rented out. The system should be easy to edit inventory amounts, add new items, delete items, and run detailed reporting on rental item usage, days used, and who has rented those items. Must be able to add fees, unique inventory codes, and quantities to inventory in the system. The system should be able to link gear rentals to specific activities or events when requested in the activity or event set up in the software solution. The software solution should be able to bundle inventory items for the purpose of specific events and bundles should be easily modifiable. The system should be able to run a clear and easy to understand day-by-day rental list in order to help prep upcoming rentals.	Describe how the software solution tracks gear for short and long-term rentals and sales. Describe how inventory is set up in the software and the features used to keep track of inventory. Describe any bundling options the software solution has and if it doesn't have any how would the implementation team address this need to provide easily modifiable equipment packages for rental. Describe how the software solution handles pairing inventory to an activity or event. Describe what inventory lists look like and how to modify them. Describe the types of reports that can be run for inventory. Specify which ones can give a daily rental report for outgoing or reserved inventory.
Facility Reservations	Software solution should be able to bundle equipment and events gear with event space rentals. The software solution should be able to reserve spaces to different groups and organizations and be able to clearly display facility rentals and availability. Software solution must be able to produce trending and usage reports per unique facility spaces as outlined by OSU facilities and quantities.	Describe the software solution's ability to bundle equipment rentals with a space rental. Describe the software solutions ability to clearly display current rentals by day, week, month and year.

		Describe how the software solution provides reports for unique facility spaces including usage and trending.
Communicate with EMS	The solution should be able to communicate with Event Management System (EMS) bi-directionally.	Describe how your software works/collaborates with EMS.
Communicate with other IM Management systems	The solution should be able to communicate with IM Leagues (or other selected vendor) if the league management portion of the solution does not meet programmatically needs. System should communicate membership information in real time, as well as seamlessly be utilized to take payments with confirmation of payment being sent back to other system.	Describe how your software works/collaborates with other league/tournament management solutions. If no experience working with other league/tournament management solutions exist, please use another similar program that you have worked with.
Communicate with Idealogic	The recreation management solution should be able to communicate with Idealogic. If it doesn't it must be willing to work with Idealogic to create a line of communication by the time of final implementation.	Describe how the software works with Idealogic. Describe a timeline of implementation working with Idealogic to finalize communications between the two software solutions. If no experience with Idealogic exists, please use another similar program that you have worked with.
Ability to Embed other Apps or Links to Apps in software	Should be able to embed applications owned by the university but not by Recreational Sports as needed.	Describe the software solutions ability to connect to other applications that have been embedded for

Schedule and Expectations

Expected Start Dates	The project is expected to begin almost immediately following the final contract award. The vendor should be able to begin the project no later than four weeks following the award.	Please state whether the vendor can meet this schedule. If this start date is not possible, please explain.
Timeline	The Proposer should be able to provide a timeline for implementing the recreation management solution. For planning purposes, OSU would like to have the system initially implemented within six (6) months from start of implementation.	Provide a sample project plan and timeline. Include a brief summary of your project management and process methodology. Include an explanation of how scope creep and sliding deliverables are handled. Specify resources that must be provided by OSU (skill level and time estimates).
Training	User training must be provided.	Describe user training available and the timeframe in which it is executed.
Technical Support	Technical support must be supplied.	Supply all technical support options available and define expectations for deliverables of Proposer's staff versus OSU staff. Include time estimates.

4.0	PROPOSER QUALIFICATIONS

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

   a. Proposer with at least five years' experience providing the goods or services requested.
   b. Proposer who has successfully deployed a comprehensive recreation management solution at an institution of similar size and program scope.
   c. Proposer must be able to pass an OSU security review in order to work with protected and sensitive

information in a hosted environment.

    d. Proposer must be PCI compliant and be consistent with OSU and Oregon Treasury standards.

4.02   PREFERRED QUALIFICATIONS

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

    a. Proposers with university clients, of similar size and program scope as OSU, running Proposers' solution in a production environment currently.

    b. Proposers that can demonstrate advance customer service levels, including off hours customer support, the inclusion of training, and documented evidence of quick responsiveness in resolving issues reported by other clients (service level agreements for problem resolution).

5.0	**REQUIRED SUBMITTALS AND EVALUATION**

5.01   REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. Required submittals in the checklist below must be included in the Proposal or it will cause the Proposal to be deemed non-responsive.

Required Submittals:	**Check Off**
Description of how the goods or services offered specifically satisfy the statement of work described in section 3.	☐
• Provide a narrative that covers each section under section 3.02. Include any backup documentation that is requested in section 3.02.	☐
Detailed information about how the Proposer meets the minimum qualifications described in section 4.	☐
• Provide a company history demonstrating at least five (5) years' experience providing the goods or services requested.	☐
• Provide two (2) to three (3) case studies demonstrating the successful deployment of a comprehensive recreation management solution at an institution of similar size and program scope.	☐
• Provide a statement acknowledging that proposer is aware and agrees that they would have to pass a security review, be PCI compliant, and meet the State of Oregon's Treasury vendor requirements in order to be awarded a contract.	☐
Detailed information about how the Proposer meets the preferred qualifications described in section 4.	☐
☐ Provide a list of university clients that are currently running the Proposer's product in a production environment.	☐
☐ Demonstrate that Proposer has advance customer service levels as detailed under section 4.02.b.	☐
Exhibit B: Certifications	☐
Exhibit C: References	☐
Exhibit D: Bid Price Form	☐
Exhibit E: Security Questionnaire	☐

5.02   EVALUATION

This is a multistage evaluation. 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. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following 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.

Evaluation Criteria	Points
Proposal relative to the Statement of Work	60
Proposer's qualifications	15
Price of the goods or services	25
Total	**100**

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. 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.

5.03   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.

5.04   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 further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. 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.

6.0   INSTRUCTIONS TO PROPOSERS

6.01   APPLICABLE STATUTES AND RULES
This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, as well as OSU Standards, Policies and Procedures.

6.02   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.

6.03   REQUESTS FOR CLARIFICATION OR CHANGE
Requests for clarification or change of the Request for Proposal must be in Writing and submitted to PCMM at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. 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 should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

6.04   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.

6.05   PREPARATION AND SIGNATURE
Proposals should be Written and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the RFP and all Exhibits and Addenda to the RFP.

6.06   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 192.50 (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.

6.07   SUBMISSION
Proposals must be received in the PCMM office no later than the Proposal Due Date and Time. Envelopes, faxes, or e-mails containing Proposals should contain the RFP No., RFP Title and the Proposal Due Date and Time. Proposals may be mailed to Oregon State University, Procurement, Contracts and Materials Management, 644 SW 13th Street, Corvallis, OR 97333-4238, faxed to (541) 737-2170 or e-mailed in PDF format to the Administrative Contact noted above. It is highly recommended that a Proposer confirms receipt of the Proposal with the Administrative Contact noted above.

6.08   PROPOSALS ARE OFFERS
The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the RFP, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days, unless otherwise specified herein. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer.

6.09   RIGHT TO REJECT
OSU may reject, in whole or in part, any Proposal not in compliance with the RFP, Exhibits, and Addenda. OSU may reject all Proposals if it is in the best interest of OSU to do so.

6.10   PROPOSAL PREPARATION COSTS
OSU is not liable for costs incurred by the Proposer during the RFP process.

6.11   AWARDS
OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers. OSU reserves the right to delete any item from the contract when deemed to be in the best interest of OSU.

EXHIBIT A
TERMS AND CONDITIONS

These Standard Terms and Conditions for goods or 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.

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 goods or 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;

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.

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 and the federal government and their respective 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.

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.

APPLICABLE LAW, JURISDICTION AND VENUE: This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- a. 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.
- b. 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.

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.

COMPLIANCE WITH APPLICABLE LAW: Contractor 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) Sections 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.

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

DELIVERY: All deliveries are F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the Solicitation Documents or on the face of the Purchase Order issued by OSU. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.

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.

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.

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

INDEMNITY, RESPONSIBILITY FOR DAMAGES: 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 and its officers, board members, employees, and agents 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.
- a. 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.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

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.

INSPECTIONS: Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced 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 goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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.

INVOICES AND PAYMENT TO CONTRACTOR: Contractor shall send invoices to OSU for goods and 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 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).

NECESSARY COMPONENTS: Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

NON-COMPLIANCE: If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

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

ORIGINAL WORKS: All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this Contract, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OSU. OSU and Contractor agree that such original works of authorship are "work made for hire" of which OSU is the author within the meaning of the United States Copyright Act. Contractor hereby irrevocably assigns to OSU any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OSU's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OSU. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor intellectual property, or is a compilation that includes Contractor intellectual property, Contractor hereby grants to OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf. In the event that Work Product created by Contractor under this Contract is a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Contractor shall secure on OSU's behalf and in the name of OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the third party intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf.

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 University Relations and Marketing.

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

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.

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

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.

SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION: Goods and 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.

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.

SEXUAL HARASSMENT: OSU has 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.

STANDARD COMPONENTS: Unless specified, Contractor shall provide goods with all components and accessories that the manufacturer lists as "standard" for goods.

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.

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.

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.

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.

WARRANTIES: Unless specified, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for goods and carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.

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.

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.

EXHIBIT B
CERTIFICATIONS- REQUIRED SUBMITTAL
Must be completed and returned in the Proposal

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 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- REQUIRED SUBMITTAL	
Must be completed and returned in the Proposal	

REFERENCE 1

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

GOODS OR SERVICES PROVIDED: _____

_____

REFERENCE 2

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

GOODS OR SERVICES PROVIDED: _____

_____

REFERENCE 3

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

GOODS OR SERVICES PROVIDED: _____

_____

EXHIBIT D
BID PRICE FORM

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)				
				TOTAL	**$**

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?		

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/or service(s)?		
Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain?		
Will Oregon State University data be encrypted at rest? (Whole Disk Encryption, DB encryption, column level encryption inside a DB)		

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

Third Parties

Will Oregon State University data be shared with or hosted by any third parties?		
If so, list all 3rd parties that will host or have access to Oregon State University data.		
Do you perform security assessments of third party companies?		
If you do assess third parties, please describe assessment methodology.		
How often do you reassess third party companies?		
Briefly explain why each of these third parties will have access to Oregon State University data.		
Have you experienced a breach?		

Password/Passphrase Management

Can you enforce password / passphrase aging requirements?		
Can you enforce password / passphrase complexity requirements?		
Are user account passwords / passphrase visible in administration modules?		
Are stored user account passwords / passphrases hashed?		
What algorithm is used to hash passwords?		

Vulnerability Assessment/Mitigation

The OWASP 10 identifies the most critical web application security flaws. How does your organization address and mitigate the common application risk identified by the OWASP Top 10. Information about the OWASP Top Ten can be found at https://www.owasp.org/index.php/OWASP_Top_Ten_Project.		
Are your applications scanned for vulnerabilities by a qualified 3rd party?		
Are your systems scanned for vulnerabilities by a qualified 3rd party?		
Are your applications scanned for vulnerabilities prior to new releases?		
What application and operating system vulnerability scanning companies do you use?		
How often are operating systems and applications scanned?		
Are updates to your product released on a regular schedule?		
How are critical security patches applied to your systems and applications?		

Will we be notified of major changes to your environment that could impact our security posture?		

Disaster Recovery/Backups

Do you have a disaster recovery plan?		
Are components of your disaster recovery plan located outside of the United States?		
When was the last time you tested your disaster recovery plan?		
Are you performing backups?		
What type of media is used for backups?		
How long are these backups kept?		
How is backup media destroyed?		
Are you encrypting your backups?		
Will you be willing to encrypt backups of Oregon State University data?		
Are these backups taken offsite?		
Where are all the locations that will store Oregon State University backup data? Please list by country if located outside of the United States.		

Employee Policies/Security Awareness

Do you perform background screenings on employees?		
Do you have an information security awareness program?		
Is the security awareness training mandatory for all employees?		
How frequently are employees required to undergo the security awareness training?		
Do your employees hold Information Technology Security certifications and/or secure coding? If so, which ones?		