



Oregon State
University

REQUEST FOR PROPOSAL
No. JK196681P

Electronic Signature Solution

PROPOSAL DUE DATE AND TIME
November 1, 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

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date.....October 2, 2018
- Deadline for Requests for Clarification or Change.....October 12, 2018 (10:00 am, PT)
- Proposal Due Date and Time.....November 1, 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 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 Contract Officer
Telephone: 541-737-7353
Fax: 541-737-2160
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

PCMM is seeking Responsive Responsible Proposers to submit Proposals for a hosted solution to provide a campus-wide electronic signature solution for Oregon State University.

2.02 BACKGROUND

Information Services (IS) at OSU, the central technology group providing solutions across the OSU campuses, strives to best serve its students, faculty and staff by supporting OSU's education, research and outreach missions that help to position OSU as a top-tier land grant university. Part of their work is to develop an infrastructure technology (IT) ecosystem that is robust, scalable and adaptable as technology evolves. That ecosystem needs to be functional, easy to use and provide access from anywhere, at any time, on any device or platform.

IS, in collaboration with and in support of OSU partners, has identified a set of initiatives that further OSU's missions. One such initiative, currently in place, is an electronic signature solution ("esignature") that can be utilized across OSU campuses. The solution helps to consolidate approval processes and centralize signature level documentation.

OSU's data is housed in many systems (i.e. Banner, Salesforce, Adirondack, Digital Measures, and Cayuse) that are pulled into documents. Signed documents have to be scanned into the document management system, Salesforce or SharePoint. OSU's current electronic signature solution helps in getting those signed, approved documents into OSU's systems. OSU however is looking at this time to explore and fully understand, through this RFP process, what capabilities exist in the electronic signature area that will ensure best value is being received for OSU, its affiliates and other agencies as appropriate.

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 for reference only. Actual contract may be subject to negotiation. The initial contract term will be for three years with the option for annual renewals thereafter. In addition to OSU and its affiliates utilizing the resulting contract, OSU is looking to partner with a Proposer who is willing to allow permissive cooperative procurements that would result in other agencies being able to use the resulting contractual terms and pricing as well.

OSU would also like to retain the ability to purchase the awarded product at equal or lower cost through another available price agreement established with the awarded company. For example, if the awarded company has a separate agreement with a consortium or buying club (e.g. Internet2 Net+ Unizin), OSU would like the ability to complete its purchase through that agreement rather than establish a new one through this RFP process, or retain the option to shift to such a contract in the future if it proves advantageous to OSU to do so. The overall length of contract and the pricing provided through such external, existing price agreement will not exceed the length of contract or the pricing of the contract as contemplated or awarded through this RFP process.

3.01 STATEMENT OF WORK

The esignature solution has a broad application and interest in many academic and administrative processes at OSU. As such, an esignature solution would need to meet the following minimum (must have) and desired (should have) system specifications or requirements

a. Technical Specifications

Hosted	The application(s) must be hosted by the vendor and support an unlimited number of users.	1. Describe the vendor hosting service and any limitations.
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.	1. 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 may provide software upgrades when they become available, giving OSU a choice about the upgrade.	1. Describe how communication for expected and unexpected outages occurs. 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 any cost to OSU in the process and description, and describe choices available about whether or not to have the upgrade.
Esignature documents and Data Storage Allowances	The proposed solution must have an unlimited number of esignature documents and if applicable, data storage allowances.	1. Describe the signature and data storage policy and allowances.
Testing, development, and sandbox	The solutions should provide separate testing/development/sandbox environments	1. 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 esignature proposal that is available to OSU to use?
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.	1. Please describe the proposed solution's backup tools and strategies.
Storage/Backup within the U.S.	The system must be served from within the United States and any disaster recovery must also be sourced within the United States.	1. Describe whether and how all infrastructure providing the esignature service and backups are within the United States in alignment with US Export Control laws.
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 also provide a mechanism for creating test user accounts.	<ol style="list-style-type: none"> 1. Describe how the proposed solution uses CAS, Shibboleth, or SAML 2.0 authentication and meets the required specifications. The vendor should mention if they are also a member of InCommon. 2. Describe how the system uses a manual mechanism for managing user accounts and creating test accounts. 3. Describe the mechanism for adding users programmatically and in batch mode.
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 replicates across multiple documents, and also be extracted to be loaded into other systems of record.	1. Describe how the proposed solution will be able to substantiate the data architecture sought by OSU.
Exposed Workflows	The system must expose the workflow engine to support a variety of proposal, review, and approval processes. This allows different departments to have different approval/routing processes at various stages, and does it in a way that	1. Describe how the proposed solution meets this requirement.

	won't require a programmer or the vendor to have to intervene to create, change, and/or delete a given workflow process.	
Data Access	The system must allow the University to extract any and all data and/or metrics within the vendor's proposed solution without any additional cost to the University, at whatever intervals the University requires.	<ol style="list-style-type: none"> 1. Describe how the proposed solution meets this requirement. 2. Describe any limitations there may be on download activity.
Mobile UI Capability	The system should have certain functions (i.e., esignatures) that can be allow both administrators and/or users to electronically sign and/or route documents through a mobile UI. Supported mobile UIs can include Android and IOS devices.	<ol style="list-style-type: none"> 1. Describe how the proposed solution is available through a mobile ready user interface, and what mobile OS's are supported.
Multiple Email Addresses/Signatures	The system should permit users to use multiple email addresses, and to choose from among multiple signatures when signing a document, without regard to the address that was used to send the document to them.	<ol style="list-style-type: none"> 1. Describe how the proposed solution is able to support users having multiple email addresses and signature styles.
Email notifications	The solution should be able to enable esignature documents that are made available to specified individuals, groups, and/or mass selected populations via Microsoft Outlook/Office 365. It should also enable the sender to specify whether emails are routed to recipients sequentially or concurrently, and if sequentially, in what order.	<ol style="list-style-type: none"> 1. Describe how the proposed solution meets these requirements.
Secondary recipient authentication	The solution should allow the sender to require a second authentication via SMS or phone.	<ol style="list-style-type: none"> 1. Please describe how the proposed solution meets this need and if this is available as part of the base price or if not what additional costs are associated with doing so.
Departmental Controls	The proposed solution should allow for some control over their signature documents and/or environments. For example, an administrative "console" for departmental or document workflows, and dashboards.	<ol style="list-style-type: none"> 1. Please describe how the proposed solution meets these needs.
APIs	The solution must be able to utilize established APIs that move data between systems (either in bulk) or as web services-based transactions. The system should not limit the number of API calls which can be processed in any given time period.	<ol style="list-style-type: none"> 1. Describe how the proposed solution utilizes APIs for moving data from the electronic signature solution to various ERP systems (either in bulk or as a transaction). 2. Describe any limitations regarding the number or use of API calls.
ADA Compliance	The system must be American Disability Act (ADA-Section 5.08) compliant and the 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	<ol style="list-style-type: none"> 1. Describe how the solution meets ADA requirements /OSU policy on IT accessibility.

b. Set-up and Maintenance Specifications

Initial Set-up	The proposer should provide support to set up the esignature solution at OSU. The proposed solution should describe learning materials and the provision of training for users and administrators.	<ol style="list-style-type: none"> 1. Describe briefly the process to initially set-up the system (a more detailed timeline and description is requested in section 3). 2. 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). 3. Describe the training support that will be provided as part of the 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.	<ol style="list-style-type: none"> 1. Describe how system errors and fixes are managed, including problem escalation and the typical time to respond to and fix errors or problems. 2. Please describe how frequently scheduled patches and upgrades would be deployed in a cloud service model. Describe the notification process to clients regarding upcoming updates.
	The proposer may be asked for functionality that their product does not currently have in place at the time this response is being authored.	<ol style="list-style-type: none"> 1. Describe how future needs 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.

c. Esignature Solution Functionality

Electronic Signatures	The system should have the capability to establish an electronic signature for all students, faculty, and staff associated with the University, as well as individuals who are either not yet associated with the University or loosely affiliated with the University (i.e., volunteers or parents of youth programs participating in a University event or program). The solution should have a natural signature capability, as well as an option for auto generation of an esignature.	<ol style="list-style-type: none"> 1. Describe the process for creating electronic signatures. How are those signatures established and managed. 2. Describe how someone can use their own natural signature as their esignature.
Multiple User Interfaces	The system should have multiple interfaces for different functions. For example, there must be a capability to provide an esignature through different devices (mobile, tablet, laptops, desktop computer). It should have a console to manage numerous different esignature activities and workflows.	<ol style="list-style-type: none"> 1. Describe the different UI's and consoles (i.e., inboxes) that are used to both send and receive esignature documents.
Web Forms	The system should be able to allow the University to establish web forms for data collection that can be subsequently imported into an esignature document.	<ol style="list-style-type: none"> 1. Describe how the proposed solution has the capability to have web forms that collect data and integrates that information with an esignature document.

Document ownership	The system should be able to permit ownership of documents to be transferred by non-participating individuals (i.e., administrator).	1. Describe how the proposed solution is able to shift document ownership as needed.
Document Tracking, reminders, and expiration	The system should be able to track various esignature documents by individual and group to know where in the workflow those documents are and whose signatures are still pending. It should also allow the University to send automatic reminders and to expire documents if they exceed an established window for signing.	<ol style="list-style-type: none"> 1. Describe the various esignature documents tracking features for both individuals and groups (if applicable). 2. Describe how document expiration is handled by the proposed solution. 3. Describe how the proposed solution will send reminders for esignatures at various points in the process.
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/maintained by OSU, and should permit all screens displayed to recipients to be branded by OSU.	<ol style="list-style-type: none"> 1. Describe how the solution supports these requirements.
Workflow routing	The solution should have workflow routing functionality, with the ability to see where the document is within the workflow. The workflow should also allow for both synchronous, asynchronous, and parallel approval processes. The system should enable OSU to control whether the sender or recipients may modify the workflow "on the fly". The system should also allow for conditional routing based on data contained in the document fields. The system should have the capability to permit a recipient to reroute the packet or delegate to another signer.	<ol style="list-style-type: none"> 1. Describe how workflows are built. 2. Describe how workflows can be altered "on the fly" to shift a particular document through a custom process. 3. Describe how the system manages workflows and options for workflow configurations (e.g. linear flow, multiple simultaneous reviewers, if/then scenarios) based upon document types (differing work flows for different types of documents) 4. Describe the different permission levels available to control who can create, initiate, and modify workflows. 5. Describe how the system will enable conditional routing. 6. Describe how the system will support recipients in rerouting packets and delegating signing responsibilities
Organization and search capabilities	The system should be able to allow users to organize and search for various documents that are at different stages of approval. For example, pending signatures, pending expirations, still being routed, and completed esigned documents.	<ol style="list-style-type: none"> 1. Describe how the proposed solution organizes and allows users to search for documents at various stages of initiation, routing, and completion.
User Groups	The system should have the capability of sending to a user group/list and permit any of the members to sign/process the document. The document should be optionally sent to the user group's shared address, rather than individually to every member of the group.	<ol style="list-style-type: none"> 1. Describe how the proposed solution permits documents to be routed to user groups, and to be managed by any member of the group.
Uploading Documents	The system should be able to allow users to upload documents to be used	<ol style="list-style-type: none"> 1. Describe how the proposed solution can upload and track versions of the

	as part of an esignature process. The system should also permit recipients to upload additional items as attachments to the documents they are signing. Any item uploaded by a recipient must be able to be viewed and retrieved by OSU.	<p>same document to be used as part of an esignature process.</p> <ol style="list-style-type: none"> Describe how the system accepts and uploads from recipients/signers, and how those items are made available to the sender to view and retrieve
Templates	The system should be able to allow users to build and share templates for how documents will be routed and data collected. Users should have the capability of creating templates with restricted recipient domains for certain roles (i.e., templates being used for student documents).	<ol style="list-style-type: none"> Describe the proposed solution for how various templates for different types of documents can be built, shared, and restricted by the template creators.
Multiple Documents in a single Packet	The system should be able to handle multiple documents as a single packet, and permit the user to control which of the documents will be included at the time the packet is being sent	<ol style="list-style-type: none"> Describe how the proposed solution permits multiple documents to be combined into a single packet; and how the proposed solution permits individual documents to be included or excluded from the group at the time of sending. Describe any limitations on the number of documents which may be contained within a packet
Data Elements	<ol style="list-style-type: none"> The system should permit documents to be flagged to show where information (in addition to signatures and dates of signing) is to be entered by the recipient. It should also permit the information entered by the recipient to be (conditionally) forwarded into any additional field requiring the same data elsewhere within the packet. It should store any data entered onto the documents, and make that data digitally retrievable by OSU. (See Data Architecture and APIs above.) It should permit “default” data to be entered into the flagged fields, and permit the sender to control whether it may be modified by the recipient When packets are being sent in batch mode, the system should permit data elements to be prefilled with data entered into a csv, or similar, file for each recipient The system should have the capability of conditionally controlling whether a specific data element is available to the user to be filled. The conditions should include the existence of specific data, no data, or any data in a previous data field. Comparison to a specific value or date as a “condition” test should also be available. 	<ol style="list-style-type: none"> Describe how the proposed solution permits additional data to be collected on the documents sent out for signature. Describe how the system copies information entered in one document to other documents within the packet where appropriate Describe how the data entered onto the documents would be made available to OSU. Describe the capabilities of the system concerning “default” data in the data elements, and permitting/restricting over writing it. What limitations are there on the data which could be collected within a single packet? Describe whether, and how, the system meets each of the items requested in items 5 – 14 of this section

	<p>7. The system should provide data elements whose format can be controlled (text, numeric, date, currency, etc.)</p> <p>8. The system should permit “drop down” data elements which enable the user to select from a pre-set list of text values.</p> <p>9. The system should permit the use of “check boxes” (grouped binary data in which more than one element may be selected).</p> <p>10. The system should permit the use of “radio buttons” (grouped binary data in which only one element may be selected)</p> <p>11. The system should have the capacity to do basic math (add, subtract, multiply, divide) numeric data entered into data elements.</p> <p>12. The system should have the capacity to do <, =, > comparisons of numeric data entered into data elements. It should also be able to use the result of these tests to condition succeeding data fields.</p> <p>13. The system should permit the sender to make data elements “required” or “optional” for specific recipients.</p> <p>14. The system should optionally permit the signers to alter the value of data elements supplied by other recipients, and reroute the packet for initialization by the previous signers.</p>	
Multi-lingual Support	The system should be able to support a variety of languages (other than English). Examples of other languages: Spanish, Chinese, French, Japanese, etc.)	1. Describe how the proposed solution provides multi-lingual support.
Document Retention	The system should be able to help the University manage its document retention policies by document type.	<p>1. Describe how document retention policies can be substantiated by the proposed solution.</p> <p>2. Describe any term limits on document retention within the vendor’s cloud.</p>
Integration with Document Imaging	The system should make documents available to be uploaded into the University’s Document Imaging System (Hyland Onbase Document Management).	1. Describe how the proposed solution makes documents available to be uploaded to the University’s document imaging system (Onbase).
Reporting and Dashboards	The system should have the ability to run status reports and/or dashboards of different signature documents. These can include reports and dashboards on documents, recipients, and/or usage.	1. Describe the reporting and dashboard features of the proposed solution.
Multiple levels of administrative and user rights	The system should be able to restrict or enable user access to use templates, or shared documents, or to retrieve	1. Describe the structure used by the system to grant both user and administrative rights.

	documents based on groups defined by OSU. It should also permit granting different levels of administrative privileges based on groups (or roles) defined by OSU.	<ol style="list-style-type: none"> 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 signed documents when needed by a user.	<ol style="list-style-type: none"> Describe the ability of the system to print out or save an electronically signed document within the esignature solution as needed by a user.

d. Other Functionalities and Features

Custom Modifications	OSU may request the proposer to provide custom modifications	<ol style="list-style-type: none"> 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)
Bulk Upload/Sending	The proposed solution should be able to generate workflows from a mail merge process using a csv and/or excel format.	<ol style="list-style-type: none"> Please describe how the proposed solution addresses this need.
Other Functionalities	The proposed system may provide other functionalities not addressed above. The vendor may also offer additional products that connect with the esignature proposal.	<ol style="list-style-type: none"> Describe other functionalities of the system that have not been addressed above and/or additional unique features or options offered by your company.

e. Schedule 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.	<ol style="list-style-type: none"> Please state whether the vendor can meet this schedule. If this start date is not possible, please explain.
Timeline	The proposer should provide a timeline for implementing the esignature solution.	<ol style="list-style-type: none"> Please provide a sample project plan and timeline. If any charges will be incurred by OSU during implementation, beyond what is specified in your response (for example, consultant travel), include a list of those items and an estimate of the amounts we should expect. Please include a brief summary of your project management and process methodology. Please include an explanation of how scope creep and sliding deliverables are managed. Please specify resources that must be provided by OSU (skill level and time estimates). User training should be provided. Please describe user training, to be supplied. Please define expectations for deliverables of your 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 needs to meet the minimum qualifications below.

- a. Proposer **must** have successfully deployed an esignature solution at an institution of similar size.
- b. 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) Proposers with at least three (3) university clients, of similar size 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

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.

NOTE: The more information included in the proposal about a feature or service, the better OSU can understand the functionality of the proposed product and what distinguishes it from another product. Quality and thoroughness of response will be considered when evaluated.

Proposers must submit the following information:

Required Submittals:	Check Off
Description of how the goods or services offered satisfy the statement of work described in section 3 including the following detail:	<input type="checkbox"/>
• Technical Specifications-Responses (see item "a" above)	<input type="checkbox"/>
• Set-up and Maintenance-Responses (see item "b" above)	<input type="checkbox"/>
• Esignature Solution Functionality-Responses (see item "c" above)	<input type="checkbox"/>
• Other Functionalities and Features (see item "d" above)	<input type="checkbox"/>
• Schedule Expectations-Responses (see item "e" above)	<input type="checkbox"/>
Detailed information about how the Proposer meets the minimum qualifications described in section 4 including the following detail:	<input type="checkbox"/>
• Provide a brief description of their organization and history including the development of their esignature tools/solution.	<input type="checkbox"/>
• Provide list of institution(s), of similar size, that are successfully utilizing the proposed esignature solution	<input type="checkbox"/>
• Statement from Proposer acknowledging that Proposer is aware and must be able to pass an OSU security review in order to be awarded a contract.	<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"> Provide a list of at least three (3) university clients, of similar size as OSU, running the Proposer's solution in a production environment currently. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Demonstrate that Proposer has advance customer service levels as detailed under section 4.02.b, including any relevant procedures. 	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Complete and itemized pricing of the goods or services requested	<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 do not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).

b. **First Stage Evaluation:**

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. **Second Stage Evaluation:**

OSU will be moving to a second stage evaluation. All Proposers in a competitive range will move onto the second stage. At this time it is expected that the second stage evaluation will consist of a half day, onsite interview/presentation with each Proposer in the competitive range. OSU would provide second stage evaluation criteria, scoring and other detail as appropriate. OSU may also 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 qualifications stated in Section 4	05
Proposal relative to the Technical Information	70
Proposal relative to the Set-up & Maintenance Information	10
Proposal relative to the Esignature Solution Functionality	70
Proposal relative to the Other Functionalities and Features	05
Proposal relative to the Schedule Expectations	05
Price of the goods or services	35
Total	200

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 ($450/500 \times 20$)

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. 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 JK1966819 entitled Electronic Signature Solution and Contractor was selected as the Proposer best able to provide this service; and

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

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires three (3) years from that date. OSU has the option to extend the term of this Contract annually based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

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

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

C. 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.

E. **PRICE ESCALATION**

Contractor shall keep the contract pricing the same throughout the initial Term of the Contract. Contractor may negotiate costs after the initial Term for subsequent renewals, but cannot increase costs greater than 4% from the previous term's rate. Contractor shall submit any proposed increase in the costs in writing to PCMM for consideration at least sixty (60) days before the renewal period. Contractor must provide support documentation to back up the request. Accepted increases, by PCMM, in the pricing will remain the same for the full term of the renewal period.

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. **ANTI-KICKBACK ACT (40 U.S.C. 3145).** Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.
- b. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for a contract of \$100,000 or more, must file the required 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 must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

- c. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - d. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - e. DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.
 - f. ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
 - g. EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - h. 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.
- D. PUBLIC RECORDS LAW NOTICE.
OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311-192.355).

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 and:
OSU PCMM
ATTN: 196681 Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

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 agencies upon the same terms and conditions set forth in this Contract. The prices offered to other agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other agencies. Any such purchases by an agency other than OSU are directly between the Contractor and the other agency. The other agency enjoys the same obligations and rights as OSU under this Contract. Contractor shall provide written notification to OSU when a new agency begins utilizing this Contract. 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.
- C. Pursuant to OSU Standard 580-061-0030 Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OSU Standard 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
- disagrees

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax: (____) _____

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

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____

ADDRESS: _____ PHONE NUMBER: _____

CITY, STATE ZIP: _____ FAX NUMBER: _____

WEBSITE: _____ E-MAIL: _____

GOODS OR SERVICES PROVIDED:

--	--

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____

ADDRESS: _____ PHONE NUMBER: _____

CITY, STATE ZIP: _____ FAX NUMBER: _____

WEBSITE: _____ E-MAIL: _____

GOODS OR SERVICES PROVIDED:

--	--

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____

ADDRESS: _____ PHONE NUMBER: _____

CITY, STATE ZIP: _____ FAX NUMBER: _____

WEBSITE: _____ E-MAIL: _____

GOODS OR SERVICES PROVIDED:

--	--

**EXHIBIT D
PRICING**

Line	Description	Total	
1	License Fee – Year 1	1. Esignature Solution	\$
2	Implementation – Year 1	2. Esignature Solution	\$
3	Training – Year 1	3. Esignature Solution	\$
4	Options	4. Esignature Solution	
5	Customization – Please include any costs for custom enhancements required by this RFP. Please describe the enhancements.	5. Esignature Solution	\$
		Total Year 1	\$
6	Annual Fees – Year 2 Please include a brief summary of what is covered in the annual fees (i.e. hosting, support, upgrades, training, etc.)	6. Esignature Solution	\$
		Total Year 2	\$
7	Annual Fees – Year 3 Please include a brief summary of what is covered in the annual fees (i.e. hosting, support, upgrades, training, etc.)	7. Esignature Solution	\$
		Total Year 3	\$
		Total Year 1, 2, & 3	\$

Fees for additional services not covered in the fees described above.

Please provide a description of when these fees are incurred and your process for communicating when a fee would be incurred or whether it is part of the costs outlined in the above table. If additional fees would be incurred by an action or activity, please describe your process for providing estimates.

Line	Description	Hourly Rate
8	Project management (provide examples/brief descriptions of this type of service)	\$
9	Consulting services (provide examples/brief descriptions of this type of service)	\$
10	Senior programmer (provide examples/brief descriptions of this type of service)	\$
11	Junior programmer (provide examples/brief descriptions of this type of service)	\$
12	Web UX support (provide examples/brief descriptions of this type of service)	\$
13	Graphic services (provide examples/brief descriptions of this type of service)	\$
14	Training that is not covered in the above fees (provide examples/brief descriptions of this type of service; If travel costs for training are expected to be covered by OSU, please describe.)	\$
15	Other (provide examples/brief descriptions of this type of service)	\$

Multi-Year Payment Discounts

Please indicate if your company provides discounts for multi-year payments (as opposed to annual payments). Provide a description of the terms.

**EXHIBIT E
SECURITY ASSESSMENT**

Higher Education Cloud Vendor Assessment Tool - Lite		Version 1.05
HEISC Shared Assessments Working Group		
DATE-01	Date	<input type="checkbox"/> <input type="checkbox"/>
General Information		
<p>In order to protect the Institution and its systems, vendors whose products and/or services will access and/or host institutional data must complete the Higher Education Cloud Vendor Assessment Tool. Throughout this tool, anywhere where the term data is used, this is an all-encompassing term including at least data and metadata. Answers will be reviewed by institution security analysts upon submittal. This process will assist the institution in preventing breaches of protected information and comply with Institution policy, state, and federal law. This is intended for use by vendors participating in a Third Party Security Assessment and should be completed by a vendor. Review the Instructions tab for further guidance.</p>		
GNRL-01	Institution Department	
GNRL-02	Institution Department Primary Campus	
GNRL-03	Institution Department Code	
GNRL-04	Institution Department Contact Name	
GNRL-05	Institution Department Contact Email	
GNRL-06	Institution Department Contact Phone Number	
GNRL-07	Vendor Name	<i>Vendor Name</i>
GNRL-08	Product Name	<i>Product Name and Version Information</i>
GNRL-09	Product Description	<i>Please include a brief description of the product</i>
GNRL-10	Web Link to Product Privacy Notice	<i>http://www.vendor.domain/privacynotice</i>
GNRL-11	Vendor Contact Name	<i>Vendor Contact Name</i>
GNRL-12	Vendor Contact Title	<i>Vendor Contact Title</i>
GNRL-13	Vendor Contact Email	<i>Vendor Contact E-mail Address</i>
GNRL-14	Vendor Contact Phone Number	<i>Vendor Contact Phone Number</i>
GNRL-15	Institution Security Analyst/Engineer	
GNRL-16	Assessment Contact	

Higher Education Shared Assessments Confirmation		Vendor Answers	Additional Information	Guidance
By completing the Higher Education Cloud Vendor Assessment Tool, cloud service providers understand that the completed assessment may be shared among higher education institutions. Answers to the following statements will determine how this assessment may be shared within the Higher Education community. Shared assessment sharing details can be found on the "Sharing Read Me" tab.				
HESA-01	I understand the goal of Higher Education Shared Assessments and that the completed Higher Education Cloud Vendor Assessment Tool may be shared with other higher education institutions, based on the following selections.			
HESA-02	Add this completed assessment to a list of Higher Education assessed service providers, with contact information for service providers. No answers are shared; it is a list stating vendor, product, version, and service provider contact information.	Yes; OK to List	Scope: Higher Education Institutions Only	
HESA-03	This completed assessment (with vendor answers intact) can be shared within Higher Education institutions.	No; Sharing Disallowed	Scope: Higher Education Institutions Only	
HESA-04	The security report created by this Higher Education institution, after evaluating this assessment, can be shared within Higher Education institutions.	No; Sharing Disallowed	Scope: Higher Education Institutions Only	
Instructions				
Step 1: Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. Step 2: Submit the completed Higher Education Cloud Vendor Assessment Tool - Lite (HECVAT-Lite) to the Institution according to institutional procedures.				
Documentation		Vendor Answers	Additional Information	Guidance
DOCU-01	Have you undergone a SSAE 16 audit?			
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?			
DOCU-03	Have you received the Cloud Security Alliance STAR certification?			

DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Special Publication 800-53, ISO 27001, etc.)			
DOCU-05	Are you compliant with FISMA standards (indicate at what level)?			
DOCU-06	Does your organization have a data privacy policy?			
Company Overview		Vendor Answers	Additional Information	Guidance
COMP-01	Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.			
COMP-02	Describe how long your organization has conducted business in this product area.			#REF!
COMP-03	How many higher education, commercial customers and government customers do you serve in North America? Please provide a higher education customer reference if available.			
COMP-04	Please explain in detail any involvement in business-related litigation in the last five years by your organization, its management, or the staff that will be providing the administrative services.			
COMP-05	Describe the structure and size of your Security Office and overall information security staff.			
COMP-06	Describe the structure and size of your Software and System Development teams.			
COMP-07	Use this area to share information about your environment that will assist those who are evaluating your company data security safeguards.			

Application/Service Security		Vendor Answers	Additional Information	Guidance
HLAP-01	Can user access be customized to allow read-only access, update access, or no-access to specific types of records, record attributes, components, or functions?			
HLAP-02	Describe or provide a reference to how user security administration is performed?			
HLAP-03	Select the controls that are in place to secure their remote environment and connection to institution data.	select all that apply, for Other answer under additional info <input type="checkbox"/> role based <input type="checkbox"/> Citrix <input type="checkbox"/> multi-factor <input type="checkbox"/> Other		
HLAP-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?			
HLAP-05	Does the system provide data input validation and error messages?			
HLAP-06	Do you employ a single-tenant or multi-tenant environment?			
Authentication, Authorization, and Accounting		Vendor Answers	Additional Information	Guidance
HLAA-01	Can you enforce password/passphrase complexity requirements [provided by the institution]?			

HLAA-02	Select the types of authentication, including standards-based single-sign-on, that are supported by the web-based interface?	select all that apply, for Other answer under additional info <ul style="list-style-type: none"> _ SSO _ InCommon _ Shibboleth _ Other 		Include user-end and administrative authentication types.
HLAA-03	Select the authentication and authorization systems that work with your application.	select all that apply, for Other answer under additional info <ul style="list-style-type: none"> _ Active Directory _ Kerberos _ CAS _ Other 		Describe any plans to provide such integrations.
HLAA-04	Does the system (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?			
HLAA-05	Does your system have the capability to log security/authorization changes as well as user and administrator security (physical or electronic) events (e.g., login failures, access denied, changes accepted), and all requirements necessary to implement logging and monitoring on the system. Include information about SIEM/log collector usage.			
Business Continuity Plan		Vendor Answers	Additional Information	Guidance
HLBC-01	Do you have a documented Business Continuity Plan? If so, can it be shared?			
HLBC-02	Is there a documented communication plan in your BCP for impacted clients?			

HLBC-03	Are all components of the Business Continuity Plan reviewed at least annually and updated as needed to reflect change?			
HLBC-04	Does your organization conduct an annual test of relocating to this alternate site for business recovery purposes?			
Change Management		Vendor Answers	Additional Information	Guidance
HLCH-01	Do you have a Change Management Plan? If so, can it be shared?			
HLCH-02	How and when will the institution be notified of major changes to your environment that could impact our security posture?	select all that apply, for Other answer under additional info <input type="checkbox"/> phone <input type="checkbox"/> text <input type="checkbox"/> email <input type="checkbox"/> immediate <input type="checkbox"/> within 24 hours <input type="checkbox"/> 1 - 2 days <input type="checkbox"/> Other		
HLCH-03	Do you have documented procedures on how security risks are mitigated until patches can be applied? If so, can it be shared?			
HLCH-04	Do procedures exist to provide that emergency changes are documented and authorized (including after the fact approval)? If so, can it be shared?			
Data		Vendor Answers	Additional Information	Guidance
HLDA-01	Is the institution's data physically and logically separated from that of other customers.			

HLDA-02	Is sensitive data encrypted in transport and storage (e.g. disk encryption and at-rest)?			
HLDA-03	Do backups containing the institution's data ever leave the United States of America either physically or via network routing?			
HLDA-04	Do you have documented procedures on media handling, including end-of-life, repurposing, and data sanitization? If so, can it be shared?			
HLDA-05	Is any institution data visible in system administration modules/tools?			
Database		Vendor Answers	Additional Information	Guidance
HLDB-01	Does the database support encryption of specified data elements in storage?			
HLDB-02	Do you currently use encryption in your database?			
Datacenter		Vendor Answers	Additional Information	Guidance
HLDC-01	List all datacenters and their cities, states (provinces), and countries where the institution's data will be stored (including within the United States). Does your company own these data centers?			
HLDC-02	Does your company own the physical data center where university data will reside? If so, do these servers reside in a co-located data center?			
HLDC-03	Does the hosting provider have a SOC 2 Type 2 report available?			

HLDC-04	Does the physical barrier fully enclose the physical space preventing unauthorized physical contact with any of your devices?			
Disaster Recovery Plan		Vendor Answers	Additional Information	Guidance
HLDR-01	Do you have a Disaster Recovery Plan? If so, can it be shared?			
HLDR-02	Are any disaster recovery locations outside the United States? If so, please provide the locations.			
HLDR-03	Are all components of the Disaster Recovery Plan reviewed at least annually and updated as needed to reflect change?			
Firewalls, IDS, IPS, and Networking		Vendor Answers	Additional Information	Guidance
HLFI-01	Are you utilizing a web application firewall (WAF) and / or a stateful packet inspection (SPI) firewall?			
HLFI-02	Do you have a documented policy for firewall change requests? If so, can it be shared?			
HLFI-03	Describe or provide a reference to any other safeguards used to monitor for attacks?			
HLFI-04	Do you monitor for intrusions on a 24x7x365 basis?			
Physical Security		Vendor Answers	Additional Information	Guidance
HLPH-01	Does your organization have physical security controls and policies in place? If so, can it be shared?			
HLPH-02	Are employees allowed to take home customer data in any form?			

Policies, Procedures, and Processes		Vendor Answers	Additional Information	Guidance
HLPP-01	Can you share the org chart, mission statement and policies for your information security unit?			
HLPP-02	Are information security principles designed into the product and / or SDLC lifecycle?			
HLPP-03	Do you have a formal incident response plan? If so, can it be shared?			
HLPP-04	Do you have a documented information security policy? If so, can it be shared?			
Systems Management & Configuration		Vendor Answers	Additional Information	Guidance
HLSY-01	Are systems that support this service managed via a separate management network?			
HLSY-02	Can you provide a general summary of your systems management and configuration strategy, including servers, appliances, and mobile devices (company and employee owned).			
Vulnerability Scanning		Vendor Answers	Additional Information	Guidance
HLVU-01	Have your systems and applications had a third party security assessment completed in the last year? If so, can the results be provided?			
HLVU-02	Are your applications scanned for vulnerabilities prior to new releases? If so, can the results be provided?			