



**INFORMAL REQUEST FOR PROPOSAL
No. JOE192219IP**

Qualified Security Assessor (QSA)

PROPOSAL DUE DATE AND TIME

November 9, 2018 (2:00 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 26, 2018
- Deadline for Requests for Clarification or Change..... November 7, 2018 (2:00 pm, PT)
- Proposal Due Date and Time..... November 9, 2018(2:00 pm, PT)

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

1.02 ISSUING OFFICE

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

1.03 ADMINISTRATIVE CONTACT

Name: Joe Elwood
Title: Procurement Manager
Telephone: 541-737-7349
Fax: 541-737-2170
E-Mail: joseph.elwood@oregonstate.edu

1.04 DEFINITIONS

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

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

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for a Qualified Security Assessor (QSA).

2.02 BACKGROUND

Oregon State University has implemented PCI DSS compliance processes for cardholder data and currently engages the services of a PCI DSS Qualified Security Assessor (QSA) firm to validate OSU's adherence to PCI DSS requirements, provide guidance for compliance efforts, and provide PCI DSS Approved Scanning Vendor (ASV) external vulnerability scans and penetration testing services as needed. The contract with OSU's current QSA is nearing the end of its term. OSU is seeking to enter a multiyear agreement to meet its future PCI DSS compliance needs. The contract will initially be two (2) years in length with the option to extend for additional terms up to a maximum of ten (10) years. OSU currently utilizes a scope-reducing strategy in PCI DSS

efforts. SAQs currently in use are A, B, B-IP (which is being discontinued at OSU), C as P2PE, and P2PE. Each of OSU's more than 100 merchants is responsible for their own PCI DSS compliance. Via a centrally-coordinated compliance process, these merchants complete their own PCI DSS Self-Assessment Questionnaires, which are due by Oregon State Treasury's annual December 31 deadline. Centralized and departmental policies are documented, annual campus-wide PCI DSS awareness training is provided, merchants provide their own training at a departmental level, and network security is monitored.

2.03 OREGON STATE UNIVERSITY

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

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in 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. OSU offers undergraduate, masters 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 SPECIFICATIONS

3.01 SAMPLE CONTRACT

A sample contract containing contractual terms and conditions is included at Attachment A

3.02 STATEMENT OF WORK

Topic Area:	Deliverables:
Information Security Advising and Support Services	<p>Contractor Company is listed as a Qualified Security Assessor Company on the PCI SSC Qualified Security Assessors list.</p> <p>Contractor Company will maintain listing on the PCI SSC Qualified Security Assessors list.</p> <p>If contractor is removed from the PCI SSC Qualified Security Assessors list for any reason, contractor will communicate this removal promptly to OSU. This communication will include reason for removal, resolution plans and expected resolution timeline.</p> <p>QSA Employee(s) assigned to OSU are listed in Valid status, with the appropriate certifications (ex. QSA) on the PCI SSC Qualified Security Assessors list.</p> <p>QSA Employee(s) assigned to OSU will maintain listing with the appropriate certifications on the PCI SSC Qualified Security Assessors list.</p> <p>If QSA Employee(s) assigned to OSU are removed from the PCI SSC Qualified Security Assessors list for any reason, contractor will communicate this removal promptly to OSU. This communication will include reason for removal, resolution plans and expected resolution timeline.</p> <p>Contractor will provide on-going information security advising at OSU request via telephone and email, with initial response expected within 24 hours. The focus will be on PCI DSS and ACH data security, but may include other topic areas.</p> <p>Contractor will notify OSU, specifically and in detail, when and how changes to PCI DSS requirements and SAQ documents impact OSU merchant PCI DSS compliance activities.</p>

	<p>Contractor will conduct an annual on-site PCI DSS review. This review is detailed in a follow-on section below.</p>
PCI DSS Reviews	<p>Vendor will complete a PCI DSS review during an annual site visit.</p> <p>At minimum, this review will include PCI DSS compliance reviews with a number of specific merchants, information sessions with the eCommerce/PCI DSS Steering Committee and IT, and annual merchant overview training as required for PCI DSS compliance.</p> <p>A report detailing the results of the merchant compliance reviews will be provided by the vendor.</p> <p>This review will be scheduled to meet OSU deadlines for annual PCI DSS compliance reporting, typically in the October to early-November timeframe. This timeline is driven by OSU's requirement to report PCI DSS compliance status to Oregon State Treasury annually by December 31 and is not negotiable.</p> <p>Vendor may also complete remote merchant-specific PCI DSS reviews at other times throughout the year when requested by OSU.</p>
Business Approach	<p>Contractor's business approach must align with OSU's service requirements and schedule constraints.</p> <p>PCI DSS advising services will be provided by an experienced QSA with specific higher education experience, who will be assigned to OSU for the duration of the agreement. This assignment will not be changed without OSU's prior knowledge and approval.</p> <p>ACH data security advising services will be provided by staff experienced in ACH data security for higher education.</p> <p>All other security advising services will be performed by staff experienced in both the specific subject area and higher education.</p> <p>Communication model must meet OSU business and cost control requirements.</p> <ul style="list-style-type: none"> • QSA staff must have the technical qualifications and expertise required to directly provide information security advising and services. • OSU must be able to contact the QSA and other data security advisors individually and directly without passing communication through other staff who do not have the technical expertise required to respond to the communication. • Outside of the annual site visit, OSU typically communicates with the information security advisor firm by asking ad hoc questions throughout the year, particularly in the October through December timeframe during the annual PCI DSS assessment process. These questions can typically be handled by email. Occasionally a phone or conference call may be required, which may include multiple OSU departments. OSU's expectation is that these questions are answered promptly. <p>Responsiveness and schedule:</p> <ul style="list-style-type: none"> • As noted above, throughout the year, but particularly in the October through December timeframe, OSU will ask ad hoc questions as needed. Initial response is expected within 24 hours. • It is critical that all services are provided in the timeframe required by OSU's deadlines for PCI DSS assessment reporting. This is heavily weighted toward the October through December timeframe and includes the annual PCI DSS site

	<p>visit and reporting, ad hoc PCI DSS assessments throughout the year, penetration testing, vulnerability scans and other testing as required.</p> <p>Subcontracted activities:</p> <ul style="list-style-type: none"> • As much as possible, all activities under this agreement must be performed by the contractor.
<p>Activities and Balance Reporting</p>	<p>Contractor will provide monthly activities reports in writing to OSU that include the following:</p> <ul style="list-style-type: none"> • Itemized description of activities performed during the reporting month. • Itemized costs, by the hour or appropriate unit of measure, for activities performed in the reporting month. • Totals • Itemized description of requested/expected activities to be performed in future months. • Itemized estimated costs by the hour or appropriate unit of measure for requested/expected activities to be performed in future months. • Totals <p>Monthly reports must include an accounting of all hours used and, if payment was made by OSU in advance, the remaining balance of hours unused.</p> <p>Unused balances must be credited to OSU for use in future months if during the contract term or refunded to OSU by check made payable to OSU, if at the end of the contract term.</p>
<p>Online PCI DSS Compliance Reporting Portal</p>	<p>Contractor will provide unlimited access to an online PCI DSS compliance reporting portal, for an unlimited number of users. This portal may be used by OSU merchants to complete their SAQs as well as upload evidence and other supporting documents such as policies and procedures, AOCs and the Cover Page.</p> <p>The portal must offer the following capabilities:</p> <ul style="list-style-type: none"> • Ability to complete all SAQs within the portal. • Ability to add supporting documentation, linked to the relevant SAQ. • Ability to identify SAQs by criteria such as MID, OST Doc ID, Merchant Name, Merchant Manager(s), Business Center and SAQ type. This criteria will be used primarily for reporting purposes. • Ability to have multiple users complete a single SAQ packet. For example: Some MIDs have multiple Merchant Managers who need to participate in SAQ completion. Some Merchant Managers have other staff in their organization complete the SAQ, but the Merchant Manager will need to then review, edit and sign it. In some cases, IT staff may need to respond to some SAQ questions. • In-portal SAQ completion assistance to reduce the number of incomplete and/or incorrect entries. Examples include: <ul style="list-style-type: none"> ○ Do not allow blank responses to any of the ‘Eligibility to Complete’ criteria. ○ Flag unanswered questions ○ Allow only one answer per multiple-choice question. For example, do not allow both a Yes and N/A answer to the same question. ○ Based on the response to a question, direct the Merchant Manager to provide specific evidence and additional documentation. ○ If questions are answered N/A, remind the Merchant Manager to complete Appendix C. ○ Flag questions on a specific merchant’s SAQ to be answered by someone other than the Merchant Manager, for example IT staff. ○ When OSU staff need assistance while working in the portal, have the option to have either the QSA firm or OSU respond to in-portal merchant questions.

- Ensure the SAQ will not be marked as 100% completed without all required documents and signatures. .
- Customization: Portal will be customizable to meet OSU-specific needs. Customization requirements include:
 - OSU-edited versions of SAQ A and SAQ B templates. These templates will have pre-filled responses to questions answered the same for all merchants. Pre-filled responses should not be editable by merchants. Merchants should only be able to reply to the remaining unanswered questions.
 - Ability to add OSU-specific notes to each SAQ question within each template. This will assist merchants with understanding and answering the questions.
- Document upload and access: Portal must allow merchants to easily upload evidence and other supporting documents. Portal must capture these documents in a manner that links the relevant documents to the associated SAQ submitted by the merchant. The combination of evidence, other supporting documentation and the SAQ should be viewable as one SAQ packet for the merchant. Evidence and supporting document examples include Cover Pages, Policies and Procedures and AOCs.
- Document download: All OSU portal documents, including templates, completed SAQs, and supporting documents, must be easily downloadable to local OSU storage, in formats readable using standard applications such as Adobe Reader and Microsoft Word. Document examples include SAQs, Cover Pages, Policies and Procedures and AOCs. These should be downloadable as SAQ-specific packets.
- User management:
 - An individual login will be required for each user.
 - User access will be grantable by role. For example, merchants may have one type of access/role to enable them to complete their SAQs and provide supporting documentation. Business Center management may have another type of access to enable them to see completion status reports for their Business Center.
 - Portal must be able to handle multiple users, such as merchant managers managing a single MID and the SAQ packet for that MID.
 - Preference that the portal integrates with OSU's single sign on capabilities
- Reporting: Reporting will include:
 - Ability to track completion level for each SAQ packet (includes SAQ plus other evidence and supporting documentation).
 - Ability to view documents and SAQ packet completion statistics by criteria such as the following:
 - Merchant Managers should be able to quickly identify their SAQs and level of completion. Level of completion should include such criteria as percentage complete, number of questions completed and remaining, identification of which questions remain unanswered, identification of which documents are missing
 - University-level completion statistics should be available for administrative-level review and management
 - Merchant Name
 - Individual MIDs
 - OSU-determined groups/sets of MIDs
 - OST Doc ID
 - Business Center
 - Multiple SAQs assigned to a single Merchant Manager.
 - Multiple Merchant Managers assigned to a single or multiple SAQs.

<p>Vulnerability Scans</p>	<p>Contractor will conduct external and internal vulnerability scans and rescans as required by PCI DSS Requirement 11.2.2 and determined by OSU.</p> <p>Contractor will promptly communicate results of vulnerability scans.</p> <p>Contractor will complete all vulnerability scans in a timeframe that meets OSU scheduling requirements.</p> <p>Contractor is listed on the PCI DSS website as an Approved Scanning Vendor.</p> <p>Contractor will maintain listing on the PCI DSS website as an Approved Scanning Vendor.</p> <p>If contractor is removed from the PCI DSS Approved Scanning Vendor list for any reason, contractor will communicate this removal promptly to OSU. This communication will include reason for removal, resolution plans and expected resolution timeline.</p> <p>If contractor is 'In Remediation' status on the PCI DSS Approved Scanning Vendor list for any reason, contractor will communicate this status promptly to OSU. This communication will include reason for 'In Remediation' status, resolution plans and expected resolution timeline.</p> <p>Note: OSU employs a scope-reducing strategy for PCI DSS compliance so the number of merchants requiring scans is subject to change. Currently, OSU performs its own internal scans.</p>
<p>Penetration Testing</p>	<p>Contractor will conduct external and internal penetration testing as required by PCI DSS Requirement 11.3 and determined by OSU.</p> <p>Contractor will promptly deliver reports that include an Executive Summary as well as a detailed report for technical personnel. Reports will include prioritized risk-based findings with detailed recommendations.</p> <p>Contractor will complete penetration testing in a timeframe that meets OSU scheduling requirements.</p> <p>Contractor is qualified to conduct penetration testing as required by PCI DSS Requirement 11.3.</p> <p>Penetration testers assigned to OSU will have appropriate penetration testing qualifications and credentials and at least 3 years' experience conducting penetration tests as required by PCI DSS Requirement 11.3.</p> <p>Contractor will use industry-accepted methodologies and tools for penetration testing, and will include manual testing.</p> <p>Contractor will secure and protect data throughout the testing process.</p> <p>Note: OSU employs a scope-reducing strategy for PCI DSS compliance so the number of merchants requiring penetration testing is subject to change throughout the year.</p>
<p>PCI DSS Policy and Procedure Templates</p>	<p>OSU SAQ A, SAQ B and SAQ P2PE merchants require detailed policies and procedures templates that can be used for their department-level policies and procedures.</p>

	<p>These templates should include, at a detailed level, the specific policies and procedures required to address the requirements called out in each SAQ. These templates will be how-to operational level documents for use by office staff.</p> <p>For example, an SAQ A policies and procedures template would specifically spell out, among other requirements, that staff will not hand-enter cardholder data into a computer keyboard to complete online transactions for their customers. This is one facet of addressing 'Eligibility to complete SAQ A.' Where possible, the number of the specific SAQ requirement being addressed will be included in the template.</p> <p>Merchants should be able to use these templates as plug-and-play operational procedure documents in their organizations.</p>
Training	<p>Contractor will be capable of providing on-going formal security awareness training that will meet PCI DSS requirement 12.6, making all personnel aware of the importance of cardholder data security.</p> <ul style="list-style-type: none"> • Training will be provided in an electronic format. Examples of electronic format include a training portal or a linked video that can be used by all merchants and staff. • Training will be available year-round 24 hours per day/7 days per week • An unlimited number of users will be allowed to access this training. • Training will be customized for varying audiences and user groups. It will take into account different PCI DSS roles and the PCI DSS knowledge required for each of those roles. For example, a Merchant Manager needs a different level of understanding and training than a cashier using a POS device. IT staff needs a different level of training than a Merchant Manager. • Contractor will provide a tool for tracking training completion. • The tracking tool will have reporting capabilities. In addition to standard completion reporting, reports should be able to be pulled for combined areas such as Business Center. The report should also allow for reporting of training completion by type, for example, those who have completed Merchant Manager training vs. those who have completed cashier-level training. • Training will be updated when PCI DSS requirements change, at minimum annually. • Purchase of PCI DSS training will be optional and will be called out as a separate line item in any pricing provided by contractor.
ACH Data Security Services	<p>Contractor shall be capable of providing ACH data security assessments and support, along with post-assessment consultation on topics such as remediation.</p>

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. Three (3) consecutive years of servicing more than one (1) University with student enrollment greater than 15,000. Example must be for services provided within the past five (5) years.
- b. Contractor Company is listed as a Qualified Security Assessor Company on the [PCI SSC Qualified Security Assessors](#) list.
- c. QSA Employee(s) to be assigned to OSU are listed in Valid status, with the appropriate certifications (ex. QSA) on the [PCI SSC Qualified Security Assessors](#) list.
- d. Contractor Company is listed on the PCI DSS website as an [Approved Scanning Vendor \(ASV\)](#).

4.02 PREFERRED QUALIFICATIONS (RESERVED)

5.0 REQUIRED SUBMITTALS AND EVALUATION

5.01 REQUIRED SUBMITTALS

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

Required Submittals:	Check Off
Detailed information about how the Proposer meets the minimum qualifications (Section 4.01).	<input type="checkbox"/>
Attachment B: Certifications	<input type="checkbox"/>
Attachment C: References	<input type="checkbox"/>
Attachment D: Pricing	<input type="checkbox"/>
Answer all survey questions in Attachment E: Contractor Services Survey	<input type="checkbox"/>

5.02 EVALUATION

This is a multistage evaluation. OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. The evaluation committee will then perform first stage evaluations on the Written Proposals based on the following evaluation criteria. Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	60 (per 4.02)
References	10 (per Exhibit C)
Price of the goods or services	30 (per Exhibit D)
Total	100

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If OSU decides to move to a second stage evaluation, the highest ranked Proposers from the first stage evaluation will move to the second stage evaluation. Proposers who are included in the second stage evaluation may be requested to provide additional information about their Proposal through interviews, presentations, requests for best and final Proposals or other methods relevant to the goods or services, in order for the evaluation committee to make a final determination. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

5.03 AWARD

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

5.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.0 INSTRUCTIONS TO PROPOSERS

6.01 APPLICABLE STATUTES AND RULES

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

6.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

6.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and submitted to PCMM at least two (2) days before the Proposal Due Date and Time, unless specified otherwise herein. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

6.04 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

6.05 PREPARATION AND SIGNATURE

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

6.06 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.50 (2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

6.07 SUBMISSION

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

6.08 PROPOSALS ARE OFFERS

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

6.09 RIGHT TO REJECT

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

6.10 PROPOSAL PREPARATION COSTS

OSU is not liable for costs incurred by the Proposer during the RFP process.

6.11 AWARDS

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

ATTACHMENT A
Sample Contract

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

WHEREAS, OSU competitively solicited for the services outlined in this Contract under [Request for Proposal or Invitation to Bid] number [RFP or ITB Number] entitled [RFP or ITB Name] and Contractor was selected as the [Proposer or Bidder] 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 on [insert date]. OSU has the option to extend the term of this Contract for [insert number of renewals both spelled out and (number) format] additional [insert length of renewal terms both spelled out and (number) format] terms 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, in OSU's sole discretion, 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.

D. QUALIFICATIONS

Contractor is required to maintain the qualifications required to provide the services detailed in the Statement of Work throughout the entire term of this Agreement, including relevant PCI SSC certifications. To ensure compliance, Contractor will provide PCI SCC qualification reports to OSU on a quarterly basis. If Contract is out of compliance for any reason, Contractor must inform OSU in writing within 10 (ten) calendar days. OSU has the option, at its sole discretion, to utilize a short or long term replacement. Failure to comply with the certification requirement constitutes breach of contract.

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:

See Statement of Work in iRFP. Additionally, OSU reserves the right to contract separately from this Agreement for penetration testing and vulnerability scans when needed and for any reason.

B. KEY PERSONS.

Contractor and OSU agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services ("Key Person"). Each of the following is a Key Person under this Contract:

Name of QSA employee qualified in higher education

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

C. 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.

D. 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 \$[insert total amount of contract].

A. METHOD OF PAYMENT FOR SERVICES.

OSU shall pay Contractor...

B. BASIS OF PAYMENT FOR SERVICES.

OSU shall pay Contractor monthly progress payments upon OSU's approval of Contractor's invoice submitted to OSU for completed services, but only after OSU has determined that Contractor has completed, and OSU has accepted the completed services.

C. EXPENSE REIMBURSEMENT.

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

D. INVOICES AND PAYMENT TO CONTRACTOR.

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

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

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

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

4. INSURANCE:

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 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 to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

B. 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.

C. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

D. SUBCONTRACTORS

If Contractor enters into subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in section 4.

E. 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.

F. CERTIFICATES OF INSURANCE.

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

G. 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, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, 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. DEFENSE.

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

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

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

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

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

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

C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an contract

of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

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

D. PUBLIC RECORDS LAW NOTICE.

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

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

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

F. FIREARMS POLICY.

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

G. 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.

H. 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.

I. 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.

J. WEBSITE ACCESSIBILITY.

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

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

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

B. NO THIRD PARTY BENEFICIARY.

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

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

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

D. WAIVER.

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

E. ACCESS TO RECORDS AND AUDIT.

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

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

F. GOVERNMENT EMPLOYMENT STATUS.

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

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner

of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator
OSU PCMM
ATTN: [Contract No.] Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

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

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

I. OSU NAME AND TRADEMARK.

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

J. RECYCLED PRODUCTS.

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

K. SALES AND USE TAXES.

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

L. **FORCE MAJEURE.**

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

M. **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.

N. **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.

O. **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.

P. **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 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;

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

**ATTACHMENT 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 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

**ATTACHMENT C
REFERENCES**

Contractor shall provide complete information for three (3) references below. OSU will contact references to request a questionnaire be completed and returned within 15 days. Questionnaire will include questions which the references will complete, score and return to OSU to fulfill Section 5.02 'Evaluation' scoring section for 'References.' Reference questionnaire sheets not returned to OSU within fifteen days of issue will be excluded from the scoring resulting in no points accumulated; resulting in a lower score for the Contractor.

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: _____

**ATTACHMENT D
PRICING**

All prices are in US Dollars

Prices are based on an annual basis and assumed recurring for multiple years

ITEM	CATALOG OR MODEL NO. & DETAILED DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	On-going Information Security Advising and Support Services				
	PCI DSS reviews:				
	On-Site PCI DSS Reviews - (up to a maximum # of hours per year)				
	Remote PCI DSS compliance reviews				
	PCI DSS Portal – unlimited access				
	PCI DSS Vulnerability Scans:				
	Internal Vulnerability Scans				
	External Vulnerability Scans				
	PCI DSS Penetration Testing:				
	Internal Penetration Testing				
	External Penetration Testing				
	PCI DSS Policy and Procedure Templates				
	PCI DSS Training				
	Travel and Living Expenses for Site Visit(s)				
	ACH Data Security Services				

ATTACHMENT E CONTRACTOR SERVICES SURVEY

Provide answers to the following questions regarding the services listed in Section 3.02 – Statement of Work. Any reference to the “Deliverables Column” refers to Section 3.02.

A. Information Security Advising and Support Services

1. Provide proof of three (3) consecutive years of servicing more than one (1) University with student enrollment greater than 15,000 within the past five (5) years.
2. Provide proof that Contractor Company is listed as a Qualified Security Assessor Company on the [PCI SSC Qualified Security Assessors](#) list.
3. Provide proof that the QSA Employee(s) to be assigned to OSU are listed in Valid status, with the appropriate certifications (ex. QSA) on the [PCI SSC Qualified Security Assessors](#) list.
4. Provide proof that Contractor Company is listed on the PCI DSS website as an [Approved Scanning Vendor \(ASV\)](#).
5. Provide verification of contractor’s listing as a Qualified Security Assessor Company on the [PCI SSC Qualified Security Assessors](#) list. Include length of time contractor has maintained this listing. Include any removal events.
6. If contractor has been removed from the [PCI SSC Qualified Security Assessors](#) list as a Qualified Security Assessor Company at any time during the past 36 months, describe the event(s), including the reason for the removal(s), how the removal(s) was/were communicated to clients, how the event(s) was/were resolved, and lapsed time between removal and re-appearance on the [PCI SSC Qualified Security Assessors](#) listing.
7. Provide verification the QSA Employee(s) to be assigned to OSU are listed as QSA Employee(s) in Valid status, with the appropriate certifications on the [PCI SSC Qualified Security Assessors](#) list. Include length of time QSA Employee(s) have maintained this listing. Include any removal events.
8. If the QSA Employee(s) to be assigned to OSU have been removed from the [PCI SSC Qualified Security Assessors](#) list or shown a status other than Valid at any time during the past 36 months, describe the event(s), including the reason for the removal(s) or status change, how the removal(s) or status change was/were communicated to clients, how the removal(s) or status change was/were resolved, and lapsed time between removal and re-appearance on the [PCI SSC Qualified Security Assessors](#) listing.
9. Describe the information security advising services that will be offered under this agreement, with a focus on PCI DSS and ACH data security.
10. Describe how these services meet OSU’s needs as stated in the Deliverables column in Section 3.02.
11. Describe how contractor notifies OSU, specifically and in detail, when and how changes to PCI DSS requirements and SAQ documents impact OSU merchant PCI DSS compliance activities.
12. Describe how these services are purchased. For example, does OSU purchase a number of hours per year?
13. If OSU requires more services than covered in the original agreement (for example, a higher number of hours than in the original agreement), describe how additional services will be added under the agreement.

B. PCI DSS Reviews

1. Describe the outcomes expected from the annual PCI DSS site visit and the process used to achieve these outcomes.
2. Detail the typical agenda for an annual PCI DSS site visit. Provide a copy of a sample agenda.
3. Describe how the PCI DSS site visit will meet the specific deliverables described in the Deliverables column in Section 3.02.

4. Provide a sample post-visit report.
5. Describe how contractor will meet OSU's scheduling requirements for the timing of the site visit.
6. Describe how travel and hours are billed for the one time annual site visit.
7. Describe how travel is billed for any additional site visits requested by the customer.
8. If contractor typically completes the site visit deliverables as described using a method other than a site visit, describe how these deliverables will be met.
9. Describe how contractor will meet deliverable to conduct remote merchant-specific PCI DSS reviews, as needed.

C. Business Approach

1. Describe your approach to meeting customer service and schedule requirements.
2. Describe how experienced staff as described in the Deliverables column of Section 3.02 will be assigned to OSU and how these relationships will be maintained.
3. Describe your communication model and how it meets the criteria identified in the Deliverables column of Section 3.02. Describe whether or not the QSA is the single point of contact for OSU or whether you use an alternate communication model. If you use an alternate communication model, describe this in detail. Describe how the ad hoc question and response model will function with your company. Include expected timeframe for responding to questions and other inquiries.
4. Describe how contractor meets customer schedules for work activities including ongoing and ad hoc correspondence, site visits, PCI DSS assessments (both on-site and remote), ACH data security assessments, penetration testing, vulnerability scans, and other testing as needed.
5. Describe in detail any services under this agreement that will be performed by a subcontractor rather than directly by your firm. Describe how OSU deliverables and timing will be met for any subcontractor-performed tasks.
6. Describe in detail the method used in billing OSU for all services provided.
7. If price or billing practices will change depending on the length of the contract with OSU, Contractor may submit multiple bids incorporating different term lengths.

D. Activities and Balance Reporting

1. Provide samples of the monthly activity reports that will be provided to OSU.

E. Online PCI DSS Compliance Reporting Portal

1. Describe contractor's online PCI DSS compliance reporting portal and how it functions.
2. Describe how the portal meets each of the capabilities identified in the Deliverables column.
3. Describe customization options for the portal. Describe how the OSU-specific needs highlighted in the Deliverables column will be met.
4. Describe how evidence and other supporting documents are uploaded to the portal and linked to the associated SAQ as described in the Deliverables column.
5. Describe how all OSU portal documents, including templates and completed documents, can be downloaded to local OSU storage in a way that meets Deliverables as described, in formats readable using standard applications such as Adobe Reader and Microsoft Word.

6. Describe portal user management processes, including role-specific user access. Describe who manages portal user access.
7. Describe portal reporting capabilities, including how specific capabilities identified in the Deliverables column will be met.

F. Vulnerability Scans

1. Describe contractor's process for scheduling, completing and communicating results of external and internal vulnerability scans and rescans as required by PCI DSS Requirement 11.2.2.
2. Describe how contractor is able to meet customer timeframes for completion of external and internal vulnerability scans.
3. Provide verification of contractor's listing on the PCI DSS website as an [Approved Scanning Vendor](#). Include length of time contractor has maintained this listing. Include any removal or 'In Remediation' events.
4. If contractor has been removed from the PCI DSS [Approved Scanning Vendor](#) list at any time during the past 36 months, describe the event(s), including the reason for the removal(s), how the incident(s) was/were communicated to clients, how the event(s) was/were resolved, and lapsed time between removal and re-appearance on the [Approved Scanning Vendor](#) listing.
5. If contractor has been shown to be 'In Remediation' status on the PCI DSS [Approved Scanning Vendor](#) list at any time during the past 36 months, describe the event(s), including the reason for the 'In Remediation' event(s), how the incident(s) was/were communicated to clients, how the event(s) was/were resolved, and lapsed time between addition and removal of 'In Remediation' status on the [Approved Scanning Vendor](#) listing.
6. Describe how scans are priced. Provide separate line items for internal and external scans, since OSU currently conducts our own internal scans but would like to understand the cost of having contractor conduct these scans.

G. Penetration Testing

1. Describe contractor's process for scheduling, completing and communicating results of external and penetration testing as required by PCI DSS Requirement 11.3.
2. Provide an example of the Executive Summary and Technical report.
3. Describe how contractor is able to meet customer timeframes for completion of time and labor-intensive penetration testing.
4. Describe contractor's qualifications and credentials for conducting penetration testing as required by PCI DSS Requirement 11.3.
5. Describe the experience, qualifications and credentials of penetration testers who will be assigned to OSU for conducting penetration testing as required by PCI DSS Requirement 11.3.
6. Describe methodologies and tools used by contractor to conduct penetration testing.
7. Describe how data will be secured and protected throughout the testing process.
8. Describe how external and internal penetration testing is priced.

H. PCI DSS Policy and Procedure Templates

1. Describe how detailed operational-level templates will be provided for SAQ A, SAQ B and SAQ P2PE policies and procedures to meet requirements described in the Deliverables column.
2. Provide a sample of one of these templates.

I. Training

1. Describe training options offered by your firm.
2. Describe how each training tool functions.
3. Describe how each training tool meets the requirements described in the Deliverables column.
4. Describe how users will access this training.
5. Describe (as detailed in the Deliverables column) how training is customized for varying audiences and groups.
6. Describe reporting capabilities for the training tool, including how the tool knows who should complete the training and how training completion is tracked and reported to meet the annual training requirement.
7. Describe how training is updated.
8. When completing the pricing worksheet, training should be priced as separate line items for each type of training option.

J. ACH Data Security Services

1. Describe how your firm provides ACH data security assessment and post-assessment consultation, including:
 - a. The standard(s) your firm uses to conduct ACH data security assessments, for example ACH Security Framework or NIST 800-171.
 - b. The process used to conduct ACH data security assessments.
 - c. The qualifications of staff who will conduct ACH data security assessments and what resource conduct these assessments (for example QSA).
 - d. Whether or not a site visit is typically part of these assessments.
 - e. How post-assessment consultation is provided.
2. Describe whether your firm typically provides ACH data security assessments under a single agreement along with PCI DSS services or whether separate agreements are required for each service type.
3. Provide pricing for ACH data security services as a separate line item in the proposal.