



**REQUEST FOR PROPOSAL
No. P113059913JK**

**Enterprise Resource Planning (ERP) System with a Business
Process Management Solution (BPMS) for Ecampus**

PROPOSAL DUE DATE AND TIME
February 15, 2019 (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..... January 18, 2019
- Deadline for Requests for Clarification or Change..... January 30, 2019 (2:00 pm, PT)
- Proposal Due Date and Time..... February 15, 2019 (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 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

Procurement, Contracts and Materials Management, on behalf of its Ecampus department, is seeking Responsive Responsible Proposers to submit Proposals for the development of an Enterprise Resource Planning (ERP) system with a Business Process Management Solution (BPMS) for a single application that will track programs at various stages (proposal, development and in-place) as well as key program metrics and personnel.

2.02 BACKGROUND

OSU's Ecampus department uses innovative methods and technologies in order to give people everywhere access to education. Ecampus is consistently ranked among the nation's best providers of online education for the quality and strength of its programs. In each of the last eight years, Ecampus has been top-ranked nationally by several organizations based on rigorous criteria including academic quality, student engagement, faculty credentials and training, student support and student satisfaction.

Ecampus currently delivers:

- More than 20 undergraduate degrees
- Nearly 30 graduate programs
- 25-plus minor and certificate programs
- Over 20 chemistry labs and courses
- Classes in more than a dozen foreign languages
- 40+ proposals in the last year

Ecampus courses and programs are developed by the same OSU faculty who teach on campus. All Ecampus graduates receive the same transcript and diploma as Oregon State's on-campus students.

Ecampus currently consist of the following units: CDT (Course Development & Training), PI (Program Insights), MES (Marketing & Enrollment Services), ECRU (Ecampus Research Unit), SSST (Student Success & Service Team), OER (Open Educational Resources), and Admin Support.

When a program/course is proposed for development at Ecampus, a variety of steps and checks are performed manually in numerous disjointed systems, some internal to Ecampus and some through central university curricular approval processes. An in-house database has been created years ago (PHP/MySQL) to track early stages if a department wishes to offer a program online through Ecampus; however, this system has no automation. Once a proposal is submitted, various checks need to be done through variety of systems (i.e. the university curriculum proposal system on CAT I or II status) before moving on to the next step. Other information being recorded internally at Ecampus are in Excel spreadsheets, within the CRM, Outlook notes and other file systems, making generating reports cumbersome.

Ecampus is looking to obtain an ERP system with a BMPS that pulls together the complex course and program information listed above with various dashboard views, automations, and report functionality that can be used by all units within Ecampus.

2.03 OREGON STATE UNIVERSITY

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

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

3.0 STATEMENT OF WORK

3.01 SAMPLE CONTRACT

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

3.02 STATEMENT OF WORK

Contractor to provide a single application that runs within an ERP system with BPMS based on the criteria listed below. Ecampus envisions that the following modules would be included in the system: programs, courses, financial, dashboard, training, quality assurance, reporting and automation. It is preferred, if the system is developed versus an existing application, that the System is developed in Salesforce and/or PHP/MySQL. The system must meet Information Services (IS) security requirements described at <http://is.oregonstate.edu/ois> and accessibility requirements described at <http://oregonstate.edu/accessibility/ITpolicy>.

Programs:

A single location to track all program related information, including proposal details, OSU catalog details, OSU's Curriculum Proposal System (developed in Leepfrog) status and information, course lists, development timetables, OSU catalog, schedule of classes, funding agreements, financial records, history of interactions, etc., program level complaints, enrollment funnel data, student success data (stop outs – have started degree, but haven't finished, DFWs – drop/fail/withdraw, etc.), key contacts.

Courses:

Courses can be proposed within a program or individually without a program, a system is needed to connect these courses along with the ones assigned to programs to be flagged as such. This system will include a training module to track instructor completion, along with a system to assign development of course to instructional designer and multimedia developers. This system currently exists in a PHP/MySQL framework, and various Google sheets.

Financial:

After a series of quality checks ensuring completion of a program development or course, all applicable information related to payment is generated relevant to that course.

Dashboard Views:

Ability to see at a glance various dashboard views based on role or interest, such as: current status of programs being negotiated, the overall program development cycle, how many courses in a program have been developed, at what stage is each development, training metrics, success metrics, etc.

Reporting:

Easy to pull reports and unit/view-specific dashboards: all key marketing information; program "leaderboard", programs launched in last year, programs to launch in upcoming year, programs that have stalled, automatic generation of the tables within the Program Check-in report.

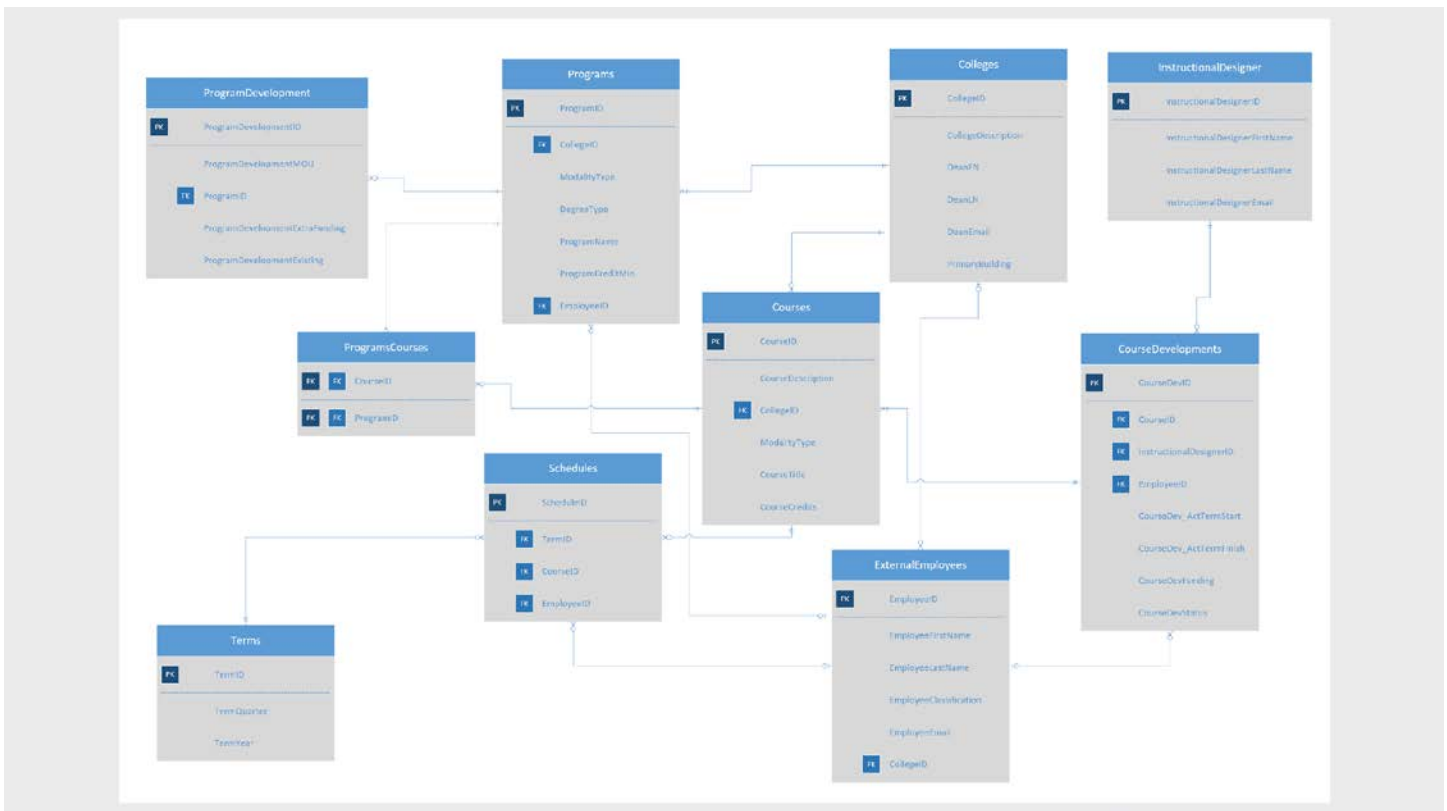
Automation:

Tracking and management of development process: automated Memorandum of Understanding (MOU) generation; signature tracking, and notifications (DocuSign integration for signatures); funding proposals, questions, counteroffers, approvals, denials; launch dates; automated program summary documents; tracking questions and notes from reviews; automated curriculum comparison document;

System should meet the following criteria:

- An application that is designed and developed in an ERP (enterprise resource planning) system with a BPMS (business process management system) with our current workflow
- Application upon deployment that will reside on a server of Ecampus ownership and information on how to deploy the system on a server is provided

- Application is developed in a way our programmers can support changes and updates to the system
- Application will be designed device agnostic (i.e. usable on mobile devices)
- Design and develop a system that will further capture data to support the life of a program once it's been developed. Current data is housed in various files, spreadsheets, etc. that will need to be imported into the new system.
- System to pull data and collect from other various system around campus with the necessary data to support our workflow (i.e., Leapfrog, SIS, etc.)
- Import current data into new system upon development
- Provide training and support for employees to use the new system
- Implement DocuSign integration for appropriate parties for review and signatures, automated and integrated with the ERP
- Working with your agency to further develop our database structure. Included is a starting ERD from our Academic Programs Manager:



As mentioned above, the Ecampus ERP/BMPS has 6 modules:

1. Programs
2. Courses
3. Financial
4. Dashboard
5. Reporting
6. Automation

Additional information about Program Module:

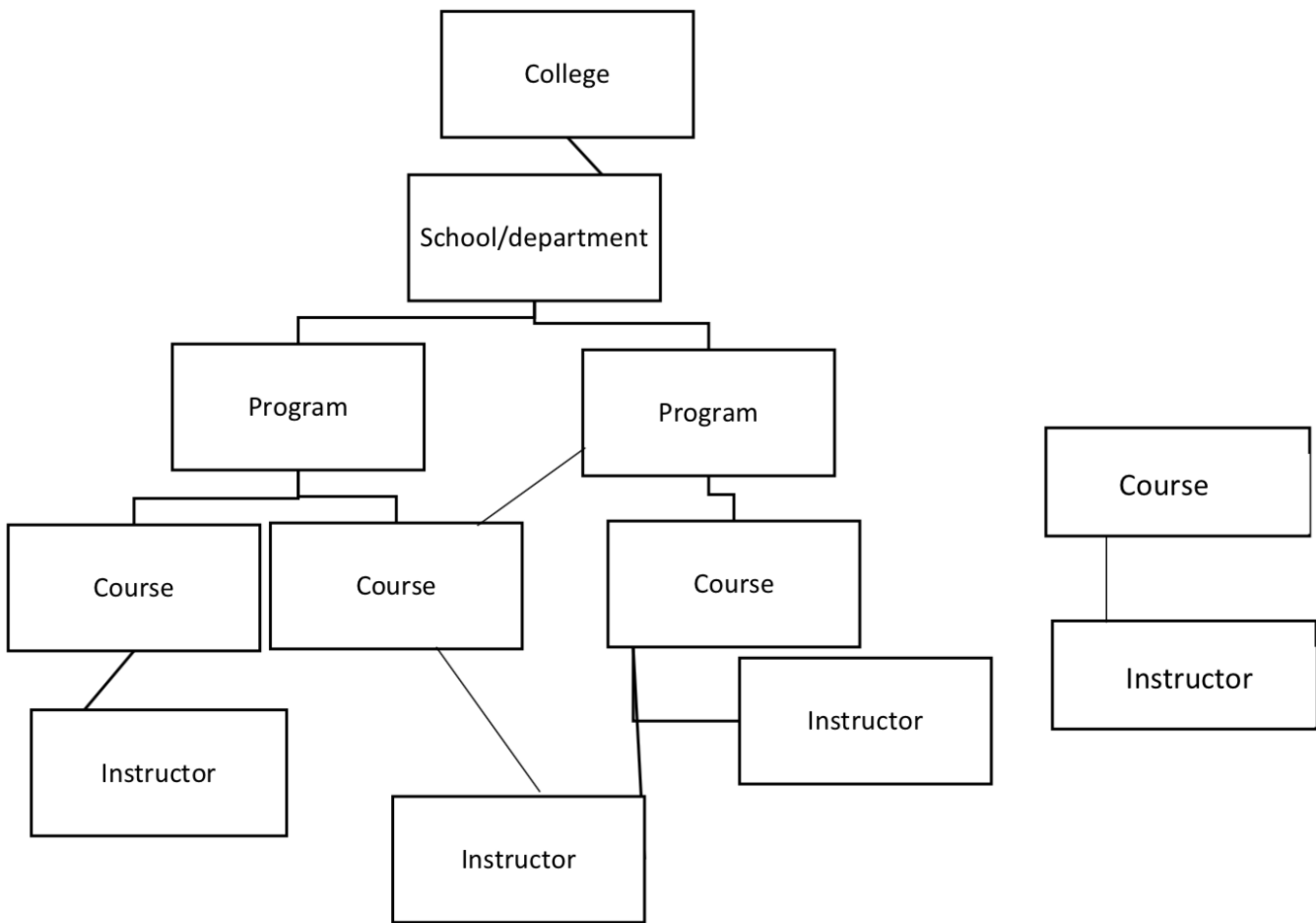
Key Items database will track:

- Program Information - Source(s)
 - Name - Proposal, Catalog, CourseLeaf Curriculum (CIM)
 - Description - Proposal
 - Degree type - Proposal, Catalog, CIM
 - Development timeline - Proposal

- Recruitment term - Proposal
- Admission term - Proposal
- Program contacts - Proposal
- Department/college level contacts - Historic/other programs within department/college
- Course list - Proposal, Catalog, CIM; feeds into Course Database
- Development schedule - Proposal; feeds into Course Database
- Instructors - Proposal, Catalog, SOC; feeds into Course database
- Files
 - Signed MOU (DocuSign) - automatically generated based on proposal info and approved funding amounts and support levels
 - Market research - MES
- Intended audience - Proposal
- Rationale for program - Proposal
- General notes - Throughout process, CRM-like
- Marketing materials - MES
- Funding agreement - Proposal, updated and approved during intake
 - Funding payouts
- Curricular review status - From CIM (Leapfrog CourseLeaf)
 - CAT I or CAT II needed?
 - Sent to APAA?
 - Reviewed?
 - Updated?
 - Resubmitted?
 - Status With Department for edits?
 - Status With APAA for Exec summary?
 - Status With Curriculum Council?
 - Etc.
- Program Development Status - From automated Program Dev workflow
 - Proposal?
 - Intake meeting
 - MOU drafting
 - MOU signed
 - Waiting on Curriculum Council
 - Marketing launched
 - Program offered
- Course Development status - Dashboard from ID Spreadsheet
 - Big picture of individual course development
- Course info - Feeds to and from Course DB; reads from catalog, CIM
 - Programs associated (if any)
 - Description, credits, etc., all from Catalog
 - Instructor
 - CAT II status
 - Development status
 - Schedule to be developed
 - Currently in development
 - At 6 week deadline
 - Offered
 - Over 3 years old
 - Over 5 years old
 - Designator changes
 - Features(HIIP, QM certification, media, OOS materials, etc.)
- Instructor info - Schedule of classes, Banner
 - Section 400 courses taught (ever)
 - Training history
 - Development history and notes

- Interaction with ECRU
- Interaction with OOS
- Ecampus assigned personnel - Based on internal assignment
- Program Health Data
 - History of complaints - Outlook notes
 - Inquiry Numbers - CRM
 - Applicant numbers - ODS/Banner/SIS
 - Enrollment numbers, etc. - ODS/Banner/SIS
 - Stopouts - ODS/Banner/SIS
 - DFWs - ODS/Banner/SIS
 - Grads - ODS/Banner/SIS

The Ecampus ERP/BPMS will work with the following structure in order to sort information within their colleges, school/department (when applicable), program, course, and instructor. Understanding that course and instructor can exist independently, and that there can be crossover. This is demonstrated in the figure below.



With these labels, a search function that allows us to easily view:

- All courses in a specific program
- All programs which use a specific course
- Instructors of courses
- Multiple courses an instructor teaches

As well as a generic search function for key terms, key contacts, etc.

Additional information about Courses Module:

New courses or redevelopments can come from new programs or be proposed individually. See Course Proposal: <https://ecampus.oregonstate.edu/faculty/courses/>

If a course originates from a Program it needs to be flagged to which Program and identified. The courses module consists of (Course MOU tracking, Instructor training tracking, instructional and multimedia development tracking). The Course MOU and Instructor training has already been developed in a PHP/MySQL framework to be integrated with the Ecampus ERP/BPMS as one system.

Additional information about Dashboard and Reporting Module:

Multiple stakeholders will have different views, all mobile friendly. A breakdown of each view will be flushed out. Showing files, timelines, program details, etc. from the repository, However, not all information should be available to everyone. For example, advisors should not be able to see the funding agreement. In these dashboards, we'd also like the ability to have current data reported.

Examples of the reports we'd like to show:

- The enrollment funnel (eligible to enroll, admitted, enrolled, graduates within program)
- Student performance data in program and courses
- Enrollment data compared to other online programs in the college and across the university
- Programs offered on-campus that are only a few online courses away from being available online

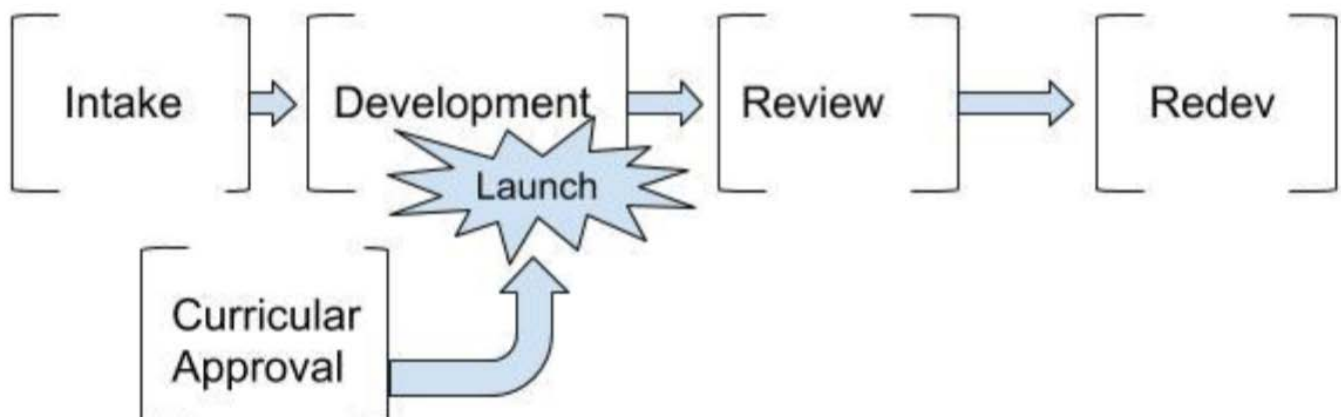
The dashboard would have the following functionality:

- Showing statuses and progress in development
- Relevant documents
- Reporting (view or call)
- Ability to add details/info/file
- Change certain statuses (based on role)
- Update contacts
- For external users (program development coordinators and advisors), the ability to contact Ecampus with a question and the logic to send it to the correct person
 - Access to supplemental handouts/help-docs

Program Lifecycle

Below is a high level view of the stages of program lifecycle, followed by a breakdown of the functionality of the system required for each phase of the program.

Program Lifecycle



Intake

- Proposals, workflows, approvals, connecting to curricular data, identifying status within Leepfrog Courseleaf (CIM), tracking conversations (CRM), dashboards

Development

- Tracking CDT course dev progress; tracking MES progress, meetings, communications, and updated information, tracking ESS interactions
- Establishing workflows and triggers

Curricular Approval

- Connecting to Leepfrog Courseleaf to use catalog and generate program curriculum comparison, while tracking curricular approvals process and outcomes.

Launch

- Once curricular approval is received, marketing can launch a web presences (recruitment term), students can also enroll in the program (admit term), however, courses can continue to be developed, so tracking each of these dates of launch and completion.

Review

- Connecting programs to data sources and generating reports and interfaces for internal and external stakeholders to show program health.

Redevelopment

- Creating redevelopment triggers based on data from review stage; tracking course redevelopments, tracking marketing material redevelopments, tracking catalog updates.

Additional information about Automation Module:

From an initial interest form, as programs move through the program approval and development process, having a way to use the information generated to create notes pages, MOUs, etc. The ability to, at a glance, see the curricular, program development, and course development statuses, as in comparison with other programs. This will require thorough charting.

Communication Triggers:

There will be built in communication triggers for different stakeholders, depending on change in status, updated information, etc. A few examples are listed below.

- Change in curricular status to approved notifies marketing
- Change in program dev status to MOU signed notifies Karen and program development coordinator that it's time to enroll faculty in training

Document Generation:

- Generate a MOU draft based on details of the proposal
 - Get finalized MOU signed within DocuSign
- Generate the Curricular review doc based on catalog and course list in proposal
- After a status has remained the same for a certain point in time, automatic communication triggers

Estimated Timeline:

- 5-6 Months – Alpha Release for Ecampus staff to test internally
- 7-10 Months – Beta Release for Ecampus staff to test internally + a department
- 9-12 Months – Launch

Pricing:

OSU is looking to obtain a system that includes at least six (6) months of support and maintenance if it is a

custom design. Pricing should include any costs associated with development or deployment of system, support and maintenance, and training costs broken down to each component. If there are any other costs associated with either the development of the system or deployment of an existing system, those should be detailed as well. Any travel and expense is subject to OSU's travel and expense policy and must be approved in writing before expense is incurred.

Other:

Contractor may be required to have staff assigned to this Contract sign Confidentiality Agreements in order to protect confidential information which the Contractor may obtain in performance of this Contract.

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. Demonstrated programming experience in modern web languages and platforms
- b. Demonstrated experience building customer relationship management (CRM) and enterprise resource planning (ERP) solutions
- c. Demonstrated experience designing/implementing process management systems
- d. Demonstrated experience with development and delivery of enterprise database systems on schedule
- e. Demonstrated experience in developing and reporting dashboard systems
- f. Demonstrated experience in UX and UI design
- g. Demonstrated ability to create a modern, clean interface design
- h. Expertise in principles of database design and demonstrated experience with enterprise database designs
- i. Ability to meet IS security requirements described here: <http://is.oregonstate.edu/ois>
- j. Ability to meet accessibility requirements described here: <http://oregonstate.edu/accessibility/ITpolicy>

4.02 PREFERRED QUALIFICATIONS

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

- a. Familiarity with Oregon State University data systems
- b. Experience designing access management (AM) solutions
- c. Development organization is located in state of Oregon
- d. Experience with Higher Education
- e. Proposer who can meet estimated time line

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Required Submittals:	Check Off
Description of how the goods or services offered satisfy the statement of work described in section 3 including the following detail:	<input type="checkbox"/>
<ul style="list-style-type: none"> Written narrative describing how Proposer can meet the functionality as called out under the statement of work. Address each area listed under the statement of work. Also include any detail around what types of infrastructure OSU would need to have to run system (hardware and software) 	<input type="checkbox"/>
<ul style="list-style-type: none"> Provide a project plan or methodology as to how Proposer would develop or customize and implement the system and maintain the system ongoing. Include bios of key personnel. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Describe Proposer's customer service model for both customer support and technical support. Include all support options available. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Describe all available training options, materials or other help features available. 	<input type="checkbox"/>
Detailed information about how the Proposer meets the minimum qualifications described in section 4 including the following detail:	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating experience programming in modern web languages and platforms, include link to a sample interactive website as backup. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating experience building customer relationship management (CRM) and ERP solutions, include a link to a sample interactive website and a reference (reference can be listed in Exhibit C) 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating experience designing/implementing process management systems, include a link to a sample interactive website and reference (reference can be listed in Exhibit C) 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating experience with development and delivery of an enterprise database system on schedule include a reference (reference can be listed in Exhibit C) 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating experience in developing and reporting dashboard systems, include a link to sample interactive website 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating experience in UX and UI design, include link to a sample interactive website 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating ability to create a modern, clean interface design, include a link to a sample interactive website 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating expertise in principles of database design and enterprise database designs, include a link to a sample interactive website and a reference (reference can be listed in Exhibit C) 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating ability to meet IS security requirements as described above 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail demonstrating ability to meet accessibility requirements as described above 	<input type="checkbox"/>
Detailed information about how the Proposer meets the preferred qualifications described in section 4, if applicable, including the following detail:	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail describing familiarity with OSU data systems 	<input type="checkbox"/>
<ul style="list-style-type: none"> Detail describing experience designing access management solutions 	<input type="checkbox"/>
<ul style="list-style-type: none"> Location of development office 	<input type="checkbox"/>
<ul style="list-style-type: none"> Provide a list of higher education clients 	<input type="checkbox"/>
<ul style="list-style-type: none"> Provide an estimated time line for delivery and implementation of goods and services 	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Pricing: Complete and itemized pricing of the goods or services requested	<input type="checkbox"/>

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the

instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).

b. First Stage Evaluation:

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

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

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

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	45
Proposer's qualifications	20
Timeframe for completion of work	10
Price of the goods or services	25
Total	100

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

These Standard Terms and Conditions for goods or services shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

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

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
 - i. The Solicitation Document and its Attachments and Addenda, if any; and
 - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of goods or services pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

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

ACCESS TO RECORDS: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU and the federal government and their respective duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

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

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

- a. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- b. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement, Contracts and Materials Management Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement, Contracts and Materials Management Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

COMPLIANCE WITH APPLICABLE LAW: Contractor shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

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

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

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

FORCE MAJEURE: Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

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

INDEMNITY, RESPONSIBILITY FOR DAMAGES: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.

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

INDEPENDENT CONTRACTOR STATUS: The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

INSPECTIONS: Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the goods and cancel the

Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

INSURANCE: Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than four million dollars (\$4,000,000) aggregate, unless otherwise specified in writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. If requested, Contractor shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration commensurate with the statute of limitations for tort claims in Oregon.

INVOICES AND PAYMENT TO CONTRACTOR: Contractor shall send invoices to OSU for goods and services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:

- a. The Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

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

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

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

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

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

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

OSU NAME AND TRADEMARK: Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's University Relations and Marketing.

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

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

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

RETIREMENT SYSTEM STATUS: Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION: Goods and services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

SEVERABILITY: The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

SEXUAL HARASSMENT: OSU has policies applicable to Contractors that prohibit sexual harassment and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

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

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

TERMINATION: This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

WAIVER: Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

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

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

MERGER: THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**EXHIBIT B
CERTIFICATIONS**

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: _____

REFERENCE 4

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