



**REQUEST FOR PROPOSAL  
No. JK197953P**

**Web Governance**

**PROPOSAL DUE DATE AND TIME**  
February 25, 2019 (3:00 PM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.  
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

**ELECTRONIC SUBMITTAL ADDRESS**

[bids@oregonstate.edu](mailto:bids@oregonstate.edu)

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

- Issue Date ..... February 7, 2019
- Deadline for Requests for Clarification or Change ..... February 15, 2019 (3:00 pm, PT)
- Proposal Due Date and Time ..... February 25, 2019 (3:00 pm, PT)

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

### 1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

### 1.03 ISSUING OFFICE

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

### 1.04 ADMINISTRATIVE CONTACT

Name: Jennifer Koehne  
Title: Purchasing Contract Officer  
Telephone: 541-737-7353  
Fax: 541-737-2160  
E-Mail: Jennifer.Koehne@oregonstate.edu

### 1.05 DEFINITIONS

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

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, section 4.15.
- 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 cloud based web governance service.

### 2.02 BACKGROUND

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

Oregon State University Web and Mobile Services (WaMS), a division of IS, is looking to purchase a Web Governance service that will scan our web domains and report back issues discovered. The service will be expected to crawl any domain given and find any issues pertaining to accessibility and quality assurance where the page did not meet standards. The service needs to be a hosted solution, accessible at all hours, and needs to provide the required functionality outlined in Section 3.02 of this document.

### 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

OSU is looking to obtain a hosted, web governance tool that will be managed by the WaMS team for global configuration options, high level access and permissions, global reports, etc. WaMS will set up team leads within the Web Governance Tool who will be responsible for overseeing smaller teams of users to manage their web content. Because of this, it will be necessary that WaMS is able to add an unlimited number of users to the account, as well as be able to set permissions as to what content they can or cannot view. It would be ideal if the users that are designated as team leads could also administer these privileges to members on their team.

It is anticipated that a web governance tool address the following required and preferred functionality:

Category	Requirement	Description	Importance
Testing	Automated Testing	Tool has ability to perform an accessibility test of a website by automatically following links present on a designated landing page. Each subsequent page would also be tested.	Required
	Tests against accessibility standards	When tests are run, results are given in relationship to the selected accessibility standards. Minimum standards include WCAG 2.0 A & AA.	Required
	Scheduling automated scans	Automated scans scheduled to be ran on certain dates, times and frequencies without user intervention.	Required
	Scheduling automated scans	Control over when these scans are scheduled, as well as the ability to modify the schedule to meet university requirements is controlled by WaMS.	Preferred
	Custom Scanning	Ad-hoc scans scheduled at any time on a single page or group of pages.	Preferred
	Flexible and customizable scanning scope	The scope of the scan is customizable with flexible excludes/includes per test configuration.	Required
	Flexible crawling depth	The service should be able to scan every page within a specified site or domain, as well as have functionality to set a maximum scan depth.	Preferred
	Configurable Test Standards	Ability to disable specific elements of an accessibility standard or rule for a specific test or scope.	Required
	Configurable Test Standards	Ability to disable specific elements of an accessibility standard or rule for all tests.	Preferred
	Test sites that require authentication	Websites that require login (e.g.: Canvas) should be able to be scanned. The automated test should be able to login to the site and then perform the test.	Preferred
	PDF testing	PDF documents found or linked to from the site should be tested in a seamless manner, even if requiring a separate test.	Preferred
	Scanning media for specific accessibility features	Automated scans should follow links to embedded and external media and test for specific accessibility features, such as captions in Youtube videos.	Preferred
Reporting	Generate clear and well formatted reports based on individual tests.	Service generates reports based on tests completed. These reports must give both a high-level aggregate overview of the test and go into detail about the test results.	Required
	Dashboard	An easy to use and clear online dashboard providing a snapshot of overall accessibility issues/compliance for any test.	Required
	Drupal Integration	The service should have Drupal 7 and Drupal 8 integrations.	Preferred
	Page Ranking	The service should be able to rank pages in terms of traffic and allow us to sort issues that need to be fixed based on which pages experience the highest degrees of traffic.	Preferred

	Identify non-automated tests	If automated testing cannot test all elements of the accessibility standard being tested, or all types of content found, then elements, objects, pages, etc. requiring non-automated testing should be identified.	Preferred
	Defining scope of reports	Tool should be able to accommodate web presence with a combination of subdomain and subdirectory sites, scoping to combine multiple sites into one report as well as split a site into multiple reports based on criteria within URL structure, xml site map, or the content management system.	Preferred
	Inventory/list login required pages/sites	Service should inventory and be able to report on pages that include a login requirement / password protection that were encountered during a site scan.	Preferred
	Inventory all media from site.	When a test is performed, all linked media, in the scope of the test, such as audio, video, and documentation (PDFs), should be inventoried and reportable. Media should be inventoried regardless of location. (e.g. Youtube/Vimeo Video or locally hosted).	Preferred
	Reports are exportable	Reports may be exported to an easy to view format such as an adobe pdf document, HTML, MS-Word and/or G-Suite.	Preferred
	Actionable Reports	The service must generate both high-level reports (for managers, etc.) as well as actionable reports for content editors, such as a list of offending pages and their issues.	Required
	Trend reporting	The service must be able to generate reports based on the changes in test results over time (within a date range) for a specific test.	Required
	Report accessibility	Reports viewed online, and exported, must be consumable by users of common assistive technologies, such as screen readers, or able to be made accessible.	Preferred
	Unlimited domains	If the service is licensed by domain, the licensing will allow for all OSU domains to be tested.	Required
Licensing	Licensing	User licenses are unlimited.	Preferred
	University Web Style Guide	Custom standards for testing, such as for presence of required content on pages, types of links, references to specific URLs, etc. (e.g. 'OSU-Cascades' rather than 'osu cascades')	Preferred
Quality Assurance	Link integrity checking	The service validates and reports on all link failures found during a test.	Required
	Misspellings	The service flags misspelled words.	Required
	Reading level	Ability to rank web pages, and sites, by required reading level for comprehension, such as 7th grade, College, etc.	Preferred
	Knowledge base result explanations	The service, or a supporting and accessible website, provides detailed assistance for using the service, and definitions of terms found in test results.	Required
Support	Support	When there is a question or issue with the service, support is easy to reach. Response and resolution is timely.	Preferred
	Best Practices	The service, or a supporting and accessible website, should include information about accessibility best practices.	Preferred
	Content Owners	In conjunction with an inventory feature, the service should provide a means to assign content owners to a page, set of pages, sites, domains, etc.	Preferred

	Repair Workflow	The service should provide a mechanism to track pages and other objects that require repair, allow repair work to be logged, and allow for scheduling of the page/pages/site/object for rescan immediately.	Preferred
	Adoption	A one-day onsite, training and awareness session with a technical representative to help drive university adoption at no additional cost to OSU.	Preferred
Infrastructure	Hosted vs On-premise	Hosted.	Required
Roadmap	GDPR roadmap	Please disclose features or plans to support GDPR compliance. (e.g. scanning for social security numbers on the open web).	Preferred

At this time, OSU is looking to put in a multi-year contract (preferably three (3) years but negotiable) with tiered pricing locked in for the length of the Contract in order to allow for additional capacity over the term of the contract. Applicable hosting and maintenance fees to be billed based on live date of the tool. Subsequent annual fees to be due on anniversary of live date.

<b>4.0 PROPOSER QUALIFICATIONS</b>
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**4.01 MINIMUM QUALIFICATIONS**

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

- a. Proposer has a minimum of three (3) years of experience providing the goods or services requested.
- b. Proposer must be able to pass an OSU security review if working with protected or sensitive data in a cloud hosted environment.

**4.02 PREFERRED QUALIFICATIONS**

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

- a. Proposer has experience providing the goods or services requested at a higher education institution of similar size or larger than OSU.
- b. Proposer should be able to meet OSU accessibility requirements described here: <http://oregonstate.edu/accessibility/ITpolicy>, in particular W3C’s Web Content Accessibility Guidelines 2.0 (WCAG) Level AA.
- c. Proposers that can demonstrate advanced, quality, customer service levels, including off hours customer support, the inclusion of training, and documented evidence of quick responsiveness in resolving issues reported by other clients (service level agreements for problem resolution).

<b>5.0 REQUIRED SUBMITTALS</b>
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**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.

Proposers must submit the following information:

Required Submittals:	Check Off
Description of how the goods or services offered satisfy the statement of work described in section 3.	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Written narrative describing how Proposer can meet the functionality as called out under the statement of work. Address each area listed under the statement of work and provide specific detail, and as appropriate backup material, as to how proposer satisfies the statement of work.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Provide a project plan or methodology as to how Proposer’s tool would be implemented and supported ongoing. Include any training options available.</li> </ul>	<input type="checkbox"/>
Detailed information about how the Proposer meets the minimum qualifications described in section 4.	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Provide a company history demonstrating that Proposer has at least three (3) years’ experience providing the goods or services requested.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Provide a statement that Proposer understands and acknowledges that their group must be able to pass a security review in order to be awarded a contract and work with protected or sensitive OSU data.</li> </ul>	<input type="checkbox"/>
Detailed information about how the Proposer meets the preferred qualifications described in section 4.	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Provide a list of higher education clients of similar size or larger than OSU.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Provide detail as to how Proposer can meet IS accessibility requirements.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Demonstrate that Proposer has advanced customer service levels as detailed under section 4.02.b. Provide a copy of a service level agreement.</li> </ul>	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Security Questionnaire	<input type="checkbox"/>
Pricing: Complete and itemized pricing of the goods or services requested-include any set-up costs, professional services, training or other fees as may be applicable. If no professional fees required to implement product, then provide an hourly fee for professional services for future engagements under the Contract if future modifications or additions are needed.	<input type="checkbox"/>

**6.0 EVALUATION**

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:  
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 03-015, section 5.20
  
- 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	50
Proposer's qualifications	20
Price of the goods or services	30
<b>Total</b>	<b>100</b>

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal



whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

- Proposer A's price is \$450 (the lowest)
- Proposer A is awarded 20 price points (the maximum)
- Proposer B's price is \$500
- Proposer B is awarded 18 price points ( $450/500 \times 20$ )

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, OSU Standards, 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 appeal period identified in OSU Standard 03-015, section 5.20 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 03-015, sections 5.16 and 5.20.

### 7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names,

information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

#### 7.04 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

#### 7.05 ADDENDA

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

#### 7.06 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

#### 7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

#### 7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location

listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

#### 7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

#### 7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

#### 7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, section 5.11. 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 appeal period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the appeal 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 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, section 5.20.

## 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall include in each invoice:

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

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

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

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

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

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

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

**OSU NAME AND TRADEMARK:** Contractor 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. 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 III. PERMISSIVE COOPERATIVE PROCUREMENTS**

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

- agrees  
 disagrees

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone:(\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_ Fax:(\_\_\_\_)\_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation     Partnership     LLC     Sole Proprietorship     Non-Profit

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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**EXHIBIT D  
SECURITY ASSESSMENT**

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

<b>Higher Education Shared Assessments Confirmation</b>	<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
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By completing the Higher Education Cloud Vendor Assessment Tool, cloud service providers understand that the completed assessment may be shared among higher education institutions. **Answers to the following statements will determine how this assessment may be shared within the Higher Education community.** Shared assessment sharing details can be found on the "Sharing Read Me" tab.

HESA-01	I understand the goal of Higher Education Shared Assessments and that the completed Higher Education Cloud Vendor Assessment Tool may be shared with other higher education institutions, based on the following selections.			
HESA-02	Add this completed assessment to a list of Higher Education assessed service providers, with contact information for service providers. No answers are shared; it is a list stating vendor, product, version, and service provider contact information.	Yes; OK to List	Scope: Higher Education Institutions Only	
HESA-03	This completed assessment (with vendor answers intact) can be shared within Higher Education institutions.	No; Sharing Disallowed	Scope: Higher Education Institutions Only	
HESA-04	The security report created by this Higher Education institution, after evaluating this assessment, can be shared within Higher Education institutions.	No; Sharing Disallowed	Scope: Higher Education Institutions Only	
<b>Instructions</b>				

**Step 1:** Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. **Step 2:** Submit the completed Higher Education Cloud Vendor Assessment Tool - Lite (HECVAT-Lite) to the Institution according to institutional procedures.

<b>Documentation</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
DOCU-01	Have you undergone a SSAE 16 audit?			
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?			
DOCU-03	Have you received the Cloud Security Alliance STAR certification?			
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Special Publication 800-53, ISO 27001, etc.)			

DOCU-05	Are you compliant with FISMA standards (indicate at what level)?			
DOCU-06	Does your organization have a data privacy policy?			
<b>Company Overview</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
COMP-01	Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.			
COMP-02	Describe how long your organization has conducted business in this product area.			#REF!
COMP-03	How many higher education, commercial customers and government customers do you serve in North America? Please provide a higher education customer reference if available.			
COMP-04	Please explain in detail any involvement in business-related litigation in the last five years by your organization, its management, or the staff that will be providing the administrative services.			
COMP-05	Describe the structure and size of your Security Office and overall information security staff.			
COMP-06	Describe the structure and size of your Software and System Development teams.			
COMP-07	Use this area to share information about your environment that will assist those who are evaluating you company data security safeguards.			
<b>Application/Service Security</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLAP-01	Can user access be customized to allow read-only access, update access, or no-access to specific types of records, record attributes, components, or functions?			

HLAP-02	Describe or provide a reference to how user security administration is performed?			
HLAP-03	Select the controls that are in place to secure their remote environment and connection to institution data.	select all that apply, for Other answer under additional info <ul style="list-style-type: none"> <li>_ role based</li> <li>_ Citrix</li> <li>_ multi-factor</li> <li>_ Other</li> </ul>		
HLAP-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?			
HLAP-05	Does the system provide data input validation and error messages?			
HLAP-06	Do you employ a single-tenant or multi-tenant environment?			
<b>Authentication, Authorization, and Accounting</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLAA-01	Can you enforce password/passphrase complexity requirements [provided by the institution]?			
HLAA-02	Select the types of authentication, including standards-based single-sign-on, that are supported by the web-based interface?	select all that apply, for Other answer under additional info <ul style="list-style-type: none"> <li>_ SSO</li> <li>_ InCommon</li> <li>_ Shibboleth</li> <li>_ Other</li> </ul>		Include user-end and administrative authentication types.

HLAA-03	Select the authentication and authorization systems that work with your application.	select all that apply, for Other answer under additional info _ Active Directory _ Kerberos _ CAS _ Other		Describe any plans to provide such integrations.
HLAA-04	Does the system (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?			
HLAA-05	Does your system have the capability to log security/authorization changes as well as user and administrator security (physical or electronic) events (e.g., login failures, access denied, changes accepted), and all requirements necessary to implement logging and monitoring on the system. Include information about SIEM/log collector usage.			
<b>Business Continuity Plan</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLBC-01	Do you have a documented Business Continuity Plan? If so, can it be shared?			
HLBC-02	Is there a documented communication plan in your BCP for impacted clients?			
HLBC-03	Are all components of the Business Continuity Plan reviewed at least annually and updated as needed to reflect change?			
HLBC-04	Does your organization conduct an annual test of relocating to this alternate site for business recovery purposes?			
<b>Change Management</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>

HLCH-01	Do you have a Change Management Plan? If so, can it be shared?			
HLCH-02	How and when will the institution be notified of major changes to your environment that could impact our security posture?	select all that apply, for Other answer under additional info <input type="checkbox"/> phone <input type="checkbox"/> text <input type="checkbox"/> email <input type="checkbox"/> immediate <input type="checkbox"/> within 24 hours <input type="checkbox"/> 1 - 2 days <input type="checkbox"/> Other		
HLCH-03	Do you have documented procedures on how security risks are mitigated until patches can be applied? If so, can it be shared?			
HLCH-04	Do procedures exist to provide that emergency changes are documented and authorized (including after the fact approval)? If so, can it be shared?			
<b>Data</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDA-01	Is the institution's data physically and logically separated from that of other customers.			
HLDA-02	Is sensitive data encrypted in transport and storage (e.g. disk encryption and at-rest)?			
HLDA-03	Do backups containing the institution's data ever leave the United States of America either physically or via network routing?			
HLDA-04	Do you have documented procedures on media handing, including end-of-life, repurposing, and data sanitization? If so, can it be shared?			
HLDA-05	Is any institution data visible in system administration modules/tools?			

<b>Database</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDB-01	Does the database support encryption of specified data elements in storage?			
HLDB-02	Do you currently use encryption in your database?			
<b>Datacenter</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDC-01	List all datacenters and their cities, states (provinces), and countries where the institution's data will be stored (including within the United States). Does your company own these data centers?			
HLDC-02	Does your company own the physical data center where university data will reside? If so, do these servers reside in a co-located data center?			
HLDC-03	Does the hosting provider have a SOC 2 Type 2 report available?			
HLDC-04	Does the physical barrier fully enclose the physical space preventing unauthorized physical contact with any of your devices?			
<b>Disaster Recovery Plan</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLDR-01	Do you have a Disaster Recovery Plan? If so, can it be shared?			
HLDR-02	Are any disaster recovery locations outside the United States? If so, please provide the locations.			
HLDR-03	Are all components of the Disaster Recovery Plan reviewed at least annually and updated as needed to reflect change?			

<b>Firewalls, IDS, IPS, and Networking</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLFI-01	Are you utilizing a web application firewall (WAF) and / or a stateful packet inspection (SPI) firewall?			
HLFI-02	Do you have a documented policy for firewall change requests? If so, can it be shared?			
HLFI-03	Describe or provide a reference to any other safeguards used to monitor for attacks?			
HLFI-04	Do you monitor for intrusions on a 24x7x365 basis?			
<b>Physical Security</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLPH-01	Does your organization have physical security controls and policies in place? If so, can it be shared?			
HLPH-02	Are employees allowed to take home customer data in any form?			
<b>Policies, Procedures, and Processes</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLPP-01	Can you share the org chart, mission statement and policies for your information security unit?			
HLPP-02	Are information security principles designed into the product and / or SDLC lifecycle?			
HLPP-03	Do you have a formal incident response plan? If so, can it be shared?			
HLPP-04	Do you have a documented information security policy? If so, can it be shared?			
<b>Systems Management &amp; Configuration</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>



HLSY-01	Are systems that support this service managed via a separate management network?			
HLSY-02	Can you provide a general summary of your systems management and configuration strategy, including servers, appliances, and mobile devices (company and employee owned).			
<b>Vulnerability Scanning</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLVU-01	Have your systems and applications had a third party security assessment completed in the last year? If so, can the results be provided?			
HLVU-02	Are your applications scanned for vulnerabilities prior to new releases? If so, can the results be provided?			