



**Oregon State**  
University

**REQUEST FOR PROPOSAL**  
No. P2021-005193SR

**Athletic Souvenir Sales**  
**Ecommerce and Fulfillment**

**PROPOSAL DUE DATE AND TIME**  
February 12, 2021 (1:00 PM, PT)

**SUBMITTAL LOCATION**

Due to Covid-19 restrictions, OSU Procurement, Contracts and Materials Management Offices are currently closed with very limited receipt of mail. *No hand delivered proposals will be accepted.* Please submit your proposal electronically to the Electronic Submittal Address below, or if mailed please note that proposal must be received in the office no later than the closing date and time. Postmarks and mail in transit dates will not meet this requirement.

**ELECTRONIC SUBMITTAL ADDRESS**

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

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... January 29, 2021
- Deadline for Requests for Clarification or Change..... February 5, 2021, 1:00 PM PT
- Proposal Due Date and Time..... February 12, 2021, 1:00 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: Shannon Robertson  
Title: Purchasing Analyst  
Telephone: (541) 737-6995  
Fax: (541) 737-2170  
E-Mail: Shannon.Robertson@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 OAR 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.
- j. "Security Breach" means any incident that result in unauthorized access of data, applications, services, networks and/or devices by bypassing their underlying security mechanisms.
- k. "PCI DSS" means Payment Card Industry Data Security Standards which is the framework, specification, tools, measurements and support resource that help organizations ensure the safe handling of cardholder information.
- l. "WCAG 2.0 Level AA" means Web Content Accessibility Guidelines providing a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for a Contractor who combines proficiency in e-commerce, retail strategy and mobile capabilities (“m-commerce”) with highly efficient order fulfillment and customer relationship management to provide an internet retail website through which Contractor sells merchandise. Oregon State University (OSU) requires the submittal of proposals for five (5) year and ten (10) year term options. ***See Exhibit A, Scope of Work, #7, Contract Terms and Fees.***

### 2.02 BACKGROUND

Oregon State University shall own and operate an official athletic site (“OAS”) of Oregon State University’s, which is the website on the World Wide Web at a URL location: [www.osubeavers.com](http://www.osubeavers.com). Oregon State University and Contractor will collaborate to create a website that will allow users of the OAS to purchase merchandise on a website designed, hosted and maintained by the Contractor and linked to the OAS.

### 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 SCOPE OF WORK**

### 3.01 SCOPE OF WORK

In order to qualify as a Responsive Proposer, the Proposal needs to meet the requirements in the **SCOPE OF WORK in Exhibit A**. After verification that the requirements in the Scope of Work have been met, OSU will award points based on the quality of the proposal related to the Scope of Work offered by the Proposer.

## **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. Operational Track Record and Reputation
  - Five (5) years experience and competence in providing the requested operation and management services, including the quality of proposer's references from past and present clients.
- b. Capacity
  - Must have software, technology, and web development capabilities
  - Demonstrated strong business relationships with vendors and product lines
  - Must have multiple distribution facilities positioned across the U.S. to ensure quick shipping to customers located in every state for e-commerce transactions

- c. Payment Card Industry Data Security Standard
  - Demonstrated experience conforming to and meeting PCI DSS standards.

#### 4.02 PREFERRED QUALIFICATIONS

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

- a. Proposer is ranked and listed on the Internet Retailer Companies in the Internet Retailer Top 500 Guide. Proposer shall provide competitive analysis data that gives evidence of internet ranking.

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|--------------------------------|
| <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:

- Description of how the goods or services offered specifically satisfy the Scope of Work described in Exhibit A.
- Detailed information about how the Proposer meets the minimum qualifications described in section 4.
- Detailed information about how the Proposer meets the preferred qualifications described in section 4.
- Exhibit B: Certifications, fully completed.
- Exhibit C: OSU Security Questions for Technology-Based Procurements, fully completed.

### **IN ADDITION TO THE ABOVE, PROPOSERS MUST SUBMIT THE FOLLOWING INFORMATION:**

#### a. Background & Experience

- Detail your company's ability, depth of experience and expertise as it relates to each of the services detailed in the Scope of Work.
- Details on your company's history, financial stability, and length of service in higher education/college athletics.
- List of colleges and universities, and professional sports teams/leagues for which your company provides a similar set of services. OSU is especially interested in learning if your company provides similar services to peer institutions.
- List of the names, positions, responsibilities and a brief description of experience (working specifically with collegiate and sports retail) for each of your personnel that will be assigned to work with OSU.

#### b. Inventory Management/Fulfillment

- Type of inventory management and inventory reporting you would maintain in support of OSU's business.
- Overview of your company's ability to track all transactions as to who has or has not ordered, what was ordered and when, and tracking of the shipment.
- Summary of your e-commerce fulfillment capabilities including responses to the following:
  - What % of the U.S. population will receive their order within X days, using standard ground shipping - 1 day, 2 days, 3 days, 3+ days?

- How many total packages did your company ship for e-commerce orders in CY2018?
- Provide an overview of your drop ship capabilities, both the vendor integration process as well as the offerings available for consumers.

c. Merchandising

- Detailed overview of your company's relationship with OSU's current team supplier, Nike, including an overview of what level you engage with our supplier's leadership team.
- Average unique product count for online stores for all categories for universities in a comparable revenue range, including sideline/team products, and core product categories.
- Organization chart for the merchandising organization that would oversee the e-commerce and/or in-venue operations for our potential relationship. Please indicate specific responsibilities and breakdown by specific product categories/departments.
- Summary of your company's online product identification process for consumers, including meta-data tagging to allow for detailed product search/filtering.
- Indicate how your company merchandises related items online and what efforts your company makes at cross-selling products to consumers.

d. Marketing

- Organization chart for the marketing organization that would oversee the e-commerce for our potential relationship. Please indicate specific responsibilities and breakdown by specific product categories/departments.
- Current breakdown of sales by digital channel and what your company's plans are to grow each of those channels to increase OSU's e-commerce revenue, including the type(s) of digital marketing that your company will manage on behalf of OSU.
- Detailed summary of the following:
  - Use of social media to drive e-commerce transactions.
  - Your company's API capabilities with respect to pushing product catalogs to marketing platforms such as Facebook and Google.
  - Any and all platforms that your company would utilize to drive sales.
  - The expected budget that would be allocated to driving online store traffic.
  - List any new, innovative initiatives launched to promote incremental sales of licensed sports merchandise.
  - Value added services

e. Customer Relationship Management (CRM)

- Organization chart for the CRM personnel that would be used to support OSU's e-commerce business.
- Metrics on the following:
  - % of your overall online sales driven via CRM direct-to-consumer messaging
  - # of customers in your database that have purchased University merchandise
  - \$ average amount spent annually by these customers on University merchandise
  - # of emails that were sent last year to promote sales of licensed merchandise
- Detailed overview of your company's consumer fan retention or reward program(s)
- Description of your company's CRM mechanisms, including ability to send HTML mailings, sort capabilities, reporting capabilities, and import/export of customer data.
- Details on any useful insights on customer trends, peer comparisons, or other educational benefits offered by your company to its clients to help improve sales.

f. Customer Service

- Organization chart for the customer service team that would be used to support the OSU's e-commerce business, including:
  - # of FTE's dedicated to customer service
  - Days/hours of availability for call center personnel

- Locations/time zones available for handling inbound customer service inquiries
- Social media monitoring for customer interaction
- Languages available for customer services support
- Summary of your customer return policies, warranties, or satisfaction guarantees and links to such policies from your site(s). Indicate how returns are actually handled by the customer.

g. Technology

- Describe the timeline for designing and launching OSU's online store. Include details pertaining to response times for cosmetic changes, maintenance template changes, future re-designs, and the implementation of future technologies that add to the site's overall functionality.
- Describe the efforts taken to ensure that OSU's online store will be mobile friendly and the necessary reviews and updates will be fulfilled.
- Summarize the e-commerce technology platform that powers your site(s) and indicate whether your company uses in-house technology or outsourced third-party technology.
- Organizational summary of your e-commerce team, including staff size, roles, and responsibilities for the consumer-facing e-commerce site(s) that would feature University merchandise.
- Summarize any site testing that your company conducts to maximize e-commerce sales, as well as specific results achieved as a result of these efforts.
- Summary of the functional/technology aspects of your e-commerce site functionality, including:
  - Search capability on the site(s)
  - PCI Compliance
  - Web server hardware platforms used
  - Backup & disaster recovery plans

h. Partnership Management

- Describe your relationship management infrastructure and which dedicated teams would be focused on e-commerce, as well as overall relationship management.
- Background descriptions and professional qualifications for the personnel that would be assigned to managing a partnership with OSU.
- Organization structure for the personnel that would be assigned to overseeing the online store.
- Describe your company's process for reporting and conducting business reviews with OSU.

i. Performance History

- Detailed summary of the positive financial impact your company has had on e-commerce sales since taking over any online stores from other vendors.

j. Client References

- Accurate list of the current clients that you are operating under contract as of July 1, 2014, indicating whether it is an active e-commerce client. OSU reserves the right to contact any of these clients.

k. PCI DSS Standards

- Two (2) examples of Proposer's practices that can assist with OSU's understanding of how PCI DSS Standards are met.
- Description of the Proposer's PCI DSS Standards monitoring activities and the Proposer's own information security practices to ensure continued compliance, including the frequency of those monitoring activities.
- Letter of certification or independent audit report attesting to meet PCI DSS standard requirements.

l. Security Breaches

- Description of procedures in place to isolate or disable all systems that would interact with the

service proposed in case a security breach should be identified, including any systems that would hold, process, or from which OSU data may be accessed.

- One (1) example of the procedures, methodology, and timetables that are in place to detect information security breaches and notify OSU and customers.

m. Web Content Accessibility Guidelines

- Documentation confirming compliance with the Web Content Accessibility Guidelines 2.0 Level AA – <http://www.w3.org/TR/WCAG20/>

n. Project Implementation Plan

- One (1) example of a project implementation plan, including but not limited to:
  - Timeline/Schedule, Design and Build Phases (including testing), Implementation Phase, Project Acceptance/Hand-Off

o. Revenue Share Proposal

- Revenue share percentage offered to OSU, including commission structure.

## **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 Section 3.0 Scope of Work and Required Submittals | 30            |
| Proposal relative to Section 4.0 Proposer Qualifications               | 20            |
| Revenue Share to OSU   | 50            |
| <b>Total</b>   | <b>100</b>    |

Revenue Share Calculation:

The Proposal that contains the highest revenue share offered to OSU will receive the maximum number of revenue share points. Proposals with lower revenue share offered to OSU will receive proportionately fewer points.

**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 Scope of Work;
- b. The Revenue Share as it is affected by negotiating the Scope 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, section 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. 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 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. Due to Covid-19 the PCMM office is closed and has very limited mail receipt. Postmarks and mail in transit dates will not meet the requirement of receipt 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.

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|--|
| <b>EXHIBIT A</b><br><b>SCOPE OF WORK</b> |
|--|

During the term of the Contract, OSU will grant an official license to the Contractor to operate as the “Exclusive Online Retail Partner” (or similar terminology to be agreed upon by the parties) for OSU’s Athletics Department. The Contractor will be granted a non-exclusive license to use in all retail locations and online store(s) pursuant to the grant of rights in this RFP.

**1. IT Accessibility:**

- a. Contractor must be compliant with WCAG 2.0 Level AA – <http://www.w3.org/TR/WCAG20/>.
- b. All Information Technology (IT) procured through this RFP must comply with the Oregon State University IT Accessibility Policy and Procurement Guidelines Appendix, viewable at <http://www.oregonstate.edu/accessibility>.
  - Detail why any feature, component or sub-systems of the product in question do not fully comply with the OSU IT Accessibility Policy, and the way(s) in which the proposed product is out of compliance.
- c. Contractor will complete a Voluntary Product Accessibility Template (VPAT), *if required*.
- d. Contractor will allow the product in question to be subject to an accessibility evaluation by OSU, *if required*.

**2. Service Levels (SLA):**

- a. Provide a guaranteed amount of uptime (e.g. 99.9%) or response time limits for when a server goes down including qualifying exceptions for scheduled and emergency maintenance.
- b. Provide guaranteed server performance and bandwidth capacity.
- c. Establish time frames during which the service provider will respond to customer complaints about performance which will correlate to the seriousness of the reported problem (“severity level”).
- d. Contractor shall continuously exercise “commercially reasonable efforts” during specified time frames to ensure certain fixes within an agreed upon period of time.

**3. Software, Hardware, Bandwidth**

- a. Detail of the hardware and middleware requirements of the website based on the amount of storage space, processing power and platform compatibility.
- b. Hosting service provider to provide specified minimum bandwidth requirements which are fully dedicated, switched and redundant through all Internet access points.
- c. Hosting facility shall be obligated to provide such additional or burstable bandwidth as might be required from time to time.

**4. Data Security and Privacy**

- a. Contractor has drafted and abides by a security plan which will be provided to OSU at any time that it is required by OSU.
- b. Contractor services are provided in compliance with all state and federal applicable laws.

**5. Operational Obligations**

- a. Contractor will work with the OSU Athletics Department to ensure merchandise sold will include those products created by official licensees of OSU, including Athletics’ official team apparel partner.
- b. Contractor shall provide, under license from OSU, the OSU Online Store, which will be designed, created, hosted and maintained by Contractor.
- c. Contractor shall be responsible for all aspects of order processing, fulfillment, returns and payment for the OSU Online Store.
- d. The Contractor(s) shall be responsible for any damage to or loss of any products, sales support, trade fixtures, point-of-sale equipment, or other personal property of the Contractor(s) while on OSU premises.
- e. Contractor shall accept returns of Goods made through the OSU Online Store. A return policy shall be prominently posted on the OSU Online Store’s help desk and prominently displayed to consumers at time of purchase.

- f. Contractor shall be responsible for providing customer service to users of the OSU Online Store., including online and telephone support. Contractor shall provide customer feedback through appropriate online support features. Contractor shall provide OSU with an email address to which OSU may send customer service issues submitted by users of the OSU Online Store and Contractor shall respond directly to those users. All customer service responses, whether by phone or by email, shall be branded to OSU.
- g. The Contractor shall provide a commercial general liability insurance policy with a combined limit for bodily injury and property damage in a commercially reasonable amount. The insurance shall name Oregon State University as an additional insured.

## **6. Payment Obligations**

- a. Contractor shall design, create and maintain the OSU Online Store at no cost to OSU.
- b. Contractor shall be solely responsible for, and shall pay, any and all applicable sales, use, value added, excise or property taxes, and any and all imposts, customs duties, consular fees or charges related to importation or exportation, including, without limitation, any tariffs, penalty duties, anti-dumping duties, or countervailing duties and any interest or penalties in connection with the any taxes based upon OSU income, imposed by any federal, state, local, municipal or foreign governmental authority on any transaction contemplated. Contractor shall indemnify OSU in connection with the payment of all such Taxes.

## **7. Contract Terms and Fees**

- a. OSU reserves the right to award the Contract for either a 5-year term through June 15, 2026 or a 10-year term through June 15, 2031, commencing upon Contract signature, whichever is in the best interest of OSU.
- b. Contractor's revenue share models shall include all costs of doing business, including marketing commitments, staffing investments, capital expenditures and other related items.
- c. For payments made under a negotiated agreement, Contractor shall provide to OSU documentation in sufficient detail and reasonably acceptable to OSU for OSU to determine whether Contractor is in compliance with its financial obligations under the negotiated agreement.

## **8. Marketing Obligations**

- a. OSU shall be granted access to the Contractor's customer list for OSU transactions for purposes of increasing ticket sales, donations, etc.
- b. OSU will collaborate with Contractor to develop online and offline marketing to drive store traffic to all locations.
- c. OSU will work with its multimedia rights holder to advertise the online store through assets owned/controlled by the MMR partner, including social media posts to drive online traffic. OSU Athletics will exclusively integrate the online store on the official OSU Athletics website with input from the Contractor about location of the links and other graphic placements on the site.
- d. Contractor shall provide to OSU monthly reports that include:
  - Marketing and advertising plans
  - Traffic
  - Conversion
  - Average order and sales goals
- e. Contractor shall provide all banners, links, printed assets, radio, television, LED board or any other materials that may be used in promotion, at no cost to OSU
- f. Contractor shall develop, design, and send up to fifty (50) dedicated marketing emails to OSU Beaver fans each year during the contract term.

## **9. Management Obligations**

- a. Contractor shall maintain, in its reasonable judgment, adequate staffing to develop, market, and manage the OSU Online Store.
- b. OSU shall have 24/7/365 access to Contractor's account management team, including the OSU Account Manager, who shall maintain oversight and responsibility for the management of OSU's

account.

- c. OSU expects the Contractor to conduct quarterly business reviews to stimulate dialog on aspects of the partnership that are operating effectively, areas of improvement, and to review future opportunities to enhance the partnership.

**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



|   |
|---|
| <b>EXHIBIT C</b><br><b>OSU Security Questions for Technology-Based Procurements</b> |
|---|

\_\_\_\_\_  
 Name of Technology

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Contact Information

\_\_\_\_\_  
 Printed Name of Person Completing Questionnaire

\_\_\_\_\_  
 Signature of Person Completing Questionnaire

If purchased, Oregon State University reserves the right to conduct an IT security assessment on the product(s), system(s) and /or service(s) once delivered to validate the answers to the questions below. If evaluation copies or instances are available for testing, they should be provided to the IT Security Office prior to purchase. Please contact the Office of Information Security at [infosec@oregonstate.edu](mailto:infosec@oregonstate.edu).

**NOTE: When completing Exhibit D, for any responses that cannot be answered in the column space provided due to space limitations, please provide an additional page in your proposal with your responses referencing "Exhibit D, OSU Security Questions for Technology-Based Procurements", the number of the question, and your response.**

| DOCUMENTATION                         |   | PROPOSER RESPONSE | OSU Internal Use Only |
|---------------------------------------|---|-------------------|-----------------------|
| 1                                     | Do you have a completed Shared Assessments full SIG questionnaire?  |                   |                       |
| 2                                     | Have you undergone a SAS 70 or SSAE 16 audit?   |                   |                       |
| 3                                     | Do you have a documented change management process?   |                   |                       |
| 4                                     | Do you have a formal Incident Response Plan?  |                   |                       |
| APPLICATION / SERVICE / DATA SECURITY |   | PROPOSER RESPONSE | OSU Internal Use Only |
| 5                                     | Describe the permissions granted to each role in your application/system.   |                   |                       |
| 6                                     | Describe the level to which the roles and permissions can be customized by Oregon State University.   |                   |                       |
| 7                                     | What specific encryption algorithms are employed for your product(s), system(s) and/or service(s)?  |                   |                       |
| 8                                     | Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain. |                   |                       |
| 9                                     | Will Oregon State University data be encrypted at rest? (Whole Disk Encryption, DB encryption, column level encryption inside a DB)                           |                   |                       |
| 10                                    | Describe the mechanism for transferring data from Oregon State University to your organization. Are these transfers logged?                                   |                   |                       |

|   |   |                          |                              |
|---|---|--------------------------|------------------------------|
| 11                                      | Is login information such as user name and password encrypted during transmission from the client to the server? NOTE: Base-64 encoding is NOT acceptable.                                      |                          |                              |
| 12                                      | Are passwords hashed so they cannot be decrypted? (SHA-1, SHA-256, MD-5...) Please describe.  |                          |                              |
| 13                                      | Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?  |                          |                              |
| 14                                      | Describe how your product(s), System(s) and/or service(s) authenticate and authorize users.   |                          |                              |
| 15                                      | Does your product(s) and/or system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?  |                          |                              |
| 16                                      | Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.)? If not, please explain. |                          |                              |
| 17                                      | Will Oregon State University data be used in test or development environments?  |                          |                              |
| 18                                      | Does your company own the physical data center where Oregon State University's data will reside?  |                          |                              |
| 19                                      | Do any of your servers reside in a co-located data center?  |                          |                              |
| 20                                      | If you are using a co-located data center, does this data center operate outside of the United States?  |                          |                              |
| 21                                      | If this co-located data center operates outside the United States, will any of Oregon State University's data ever leave the United States?   |                          |                              |
| 22                                      | If Oregon State University data will leave the United States, please list all countries where it will be stored.  |                          |                              |
| 23                                      | Is there a contract in place to prevent data from leaving the United States?  |                          |                              |
| 24                                      | If you are using a co-located data center, please describe how networks and systems are separated.  |                          |                              |
| 25                                      | Are intrusion detection technologies and firewalls utilized on the hosted system(s)?  |                          |                              |
| 26                                      | Describe how your facility is physically secured.   |                          |                              |
| <b>THIRD PARTIES</b>                    |   | <b>PROPOSER RESPONSE</b> | <b>OSU Internal Use Only</b> |
| 27                                      | Will Oregon State University data be shared with or hosted by any third parties?  |                          |                              |
| 28                                      | If so, list all 3 <sup>rd</sup> parties that will host or have access to Oregon State University data.  |                          |                              |
| 29                                      | Do you perform security assessments of third party companies?   |                          |                              |
| 30                                      | If you do assess third parties, please describe assessment methodology.   |                          |                              |
| 31                                      | How often do you reassess third party companies?  |                          |                              |
| 32                                      | Briefly explain why each of these third parties will have access to Oregon State University data.   |                          |                              |
| 33                                      | Have you experienced a breach?  |                          |                              |
| <b>PASSWORD / PASSPHRASE MANAGEMENT</b> |   | <b>PROPOSER RESPONSE</b> | <b>OSU Internal Use Only</b> |
| 34                                      | Can you enforce password / passphrase aging requirements?   |                          |                              |
| 35                                      | Can you enforce password / passphrase complexity requirements?  |                          |                              |

|   |  |                              |                                      |
|---|--|------------------------------|--------------------------------------|
| 36  | Are user account passwords / passphrase visible in administration modules?   |                              |                                      |
| 37  | Are stored user account passwords / passphrases hashed?  |                              |                                      |
| 38  | What algorithm is used to hash passwords?  |                              |                                      |
| <b>VULNERABILITY ASSESSMENT / MITIGATION</b>  |  | <b>PROPOSER<br/>RESPONSE</b> | <b>OSU<br/>Internal<br/>Use Only</b> |
| 39  | The OWASP 10 identifies the most critical web application security flaws. How does our organization address and mitigate the common application risk identified by the OWASP Top 10? Information about the OWASP To Ten can be found at: <a href="https://www.owasp.org/index.php/OWASP_Top_Ten_Project">https://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> |                              |                                      |
| 40  | Are your applications scanned for vulnerability by a qualified third party?  |                              |                                      |
| 41  | Are your systems scanned for vulnerability by a qualified third party?   |                              |                                      |
| 42  | Are your applications scanned for vulnerability prior to new releases?   |                              |                                      |
| 43  | What application and operating system vulnerability scanning companies do you use?   |                              |                                      |
| 44  | How often are operating systems and applications scanned?  |                              |                                      |
| 45  | Are updates to your product released on a regular schedule?  |                              |                                      |
| 46  | How are critical security patches applied to your systems and applications?  |                              |                                      |
| 47  | Will OSU be notified of major changes to your environment that could impact OSU's security posture?  |                              |                                      |
| <b>DISASTER RECOVERY / BACKUPS</b>            |  | <b>PROPOSER<br/>RESPONSE</b> | <b>OSU<br/>Internal<br/>Use Only</b> |
| 48  | Do you have a disaster recovery plan?  |                              |                                      |
| 49  | Are components of your disaster recovery plan located outside of the United States?  |                              |                                      |
| 50  | When was the last time you tested your disaster recovery plan?   |                              |                                      |
| 51  | Are you performing backups?  |                              |                                      |
| 52  | What type of media is used for backups?  |                              |                                      |
| 53  | How long are these backups retained?   |                              |                                      |
| 54  | How is backup media destroyed?   |                              |                                      |
| 55  | Are you encrypting your backups?   |                              |                                      |
| 56  | Will you be willing to encrypt backups of Oregon State University data?  |                              |                                      |
| 57  | Are these backups taken off-site?  |                              |                                      |
| 58  | Where are all the locations that will store Oregon State University backup data? Please list by country if located outside of the United States.   |                              |                                      |
| <b>EMPLOYEE POLICIES / SECURITY AWARENESS</b> |  | <b>PROPOSER<br/>RESPONSE</b> | <b>OSU<br/>Internal<br/>Use Only</b> |
| 59  | Do you perform background screenings on employees?   |                              |                                      |
| 60  | Do you have information security awareness programs?   |                              |                                      |
| 61  | Is the security awareness training mandatory for all employees?  |                              |                                      |
| 62  | How frequently are employees required to undergo the security awareness training?  |                              |                                      |

|    |  |  |  |
|----|--|--|--|
| 63 | Do your employees hold Information Technology Security certifications and/or secure coding? If so, which ones? |  |  |
|----|--|--|--|