



**REQUEST FOR PROPOSAL  
No. P2021-006238JK**

## **Housing Management Software System**

### **CLOSING**

July 26, 2021 (11:00 AM, 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 currently closed to the public.

### **ELECTRONIC SUBMITTAL ADDRESS**

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

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... June 29, 2021
- Deadline for Requests for Clarification or Change..... July 12, 2021 (3:00 pm, PT)
- Closing..... July 26, 2021 (11:00 am, 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  
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### 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. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a request for proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a request for proposal issued by the university.
- g. "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.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in a Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- l. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for a hosted Housing Management Software System Solution that may be leveraged across housing operations across the OSU community including branch campuses.

### 2.02 BACKGROUND

University Housing and Dining Services (UHDS) at Oregon State University recognizes the importance of learning both in and out of the classroom, and supports the concept of education as an individual as well as a community experience. UHDS strives to provide students, faculty, staff, and guests with safe, economical, convenient, and comfortable living and dining options, and the department works to maintain the highest educational and service standards. UHDS houses over 4,800 students and offers a variety of living and dining options in 15 residence halls, 300 apartments, and 3 dining centers. UHDS is an auxiliary enterprise which is funded solely by customers who use our services and receives no State or General fund allocation.

### 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 / SAMPLE CONTRACT**

### 3.01 SAMPLE CONTRACT

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

### 3.02 STATEMENT OF WORK/SPECIFICATIONS

UHDS is looking for a dynamic housing information system to be implemented in the fall of 2021. The system will support the following: Residents/people, billing, room bookings, meal plan tracking, housing application and student self-room selection, automatic allocation, student portal, apartment management, conference housing, reporting, programmatic interface (API), facilities/room configurations, customer support tracking, room key tracking, check-in/out capabilities, and other services that allow for ease of navigating the residential experience on campus.

#### **System Functions and Specifications**

Proposer shall detail their proposed solution's ability to provide or perform each of the functions or specifications identified in this section. Indicate whether the function is provided in the current configuration of the proposed solution or the current release of any application included with Proposer's solution, with enough detail to understand how the function is performed. If the item will be incorporated into a future configuration or release, indicate such, and be as specific as possible as to which future release and the expected availability. If the functionality is only available at an additional cost, please so indicate. The purpose of this section is to provide information and necessary requirements that will best serve the University's current and future needs. It is not intended to preclude or limit respondents in any way from offering additional creative and economic solutions.

All functions and specifications and requirements in this section are categorized as either minimum or preferred. All specifications indicated by the letter **(M)** are minimum specifications, and those indicated by the letter **(P)** are preferred and optional. Proposers are permitted under the RFP specifications to propose additional optional items and features, but must meet all the requirements designated as minimum in order to be considered a responsive Proposer.

## Section 1— General requirements

### Deployment (M)

A complete residential Housing Management System deployed as an externally hosted SaaS (Software as a Service) and a web-based client. Proposal must include the total cost of deployment and ownership that includes, but is not limited to licensing, maintenance, support, training, and an estimate of the staffing resources needed to effectively deploy and support system. Proposal must include documentation on security (i.e. physical and virtual access control to their facilities and infrastructure), data (i.e., backup, retention, and ownership), etc. OSU is looking to implement this system within four (4) to six (6) weeks after contract execution. Preference will be provided to those Proposers that can meet that deadline.

**Mobile Application (M)** Describe your Mobile Application component and provide some examples of its usage.

**System Training (M)** Training for the proposed system must be available from the proposer for a period not less than one year from the date of purchase. Available training must include, but is not limited to, end-user training for all major functional areas of the system, and System Administrator training for all administrative aspects of the system.

### User Groups, Conferences, and Additional Training

- Describe user discussion groups and how they function. **(P)**
- If there is an annual user conference provide details: location, time of year, cost, format, etc. **(P)**
- Describe the additional training opportunities provided by your Company **(P)**
  - Are there additional costs for these?

## Section 2— Technical Requirements, Security, Support & Maintenance

### Technical Requirements

- Describe the overall SaaS system architecture. Include internal and external communication paths and indicate the security used for each path. **(M)**
- Describe supported hardware and software platforms. **(M)**
- Describe the scalability of the system in order to support events that may put a high load on the system (e.g. room selection, yearly check-in). **(M)**
- Describe the estimated availability of the system, including which components may be unavailable, when, and for what reason. Describe estimated downtime per year (e.g. for maintenance, upgrades, etc). Describe any relevant policies (e.g. Service Level Agreements) that are in place to cover unforeseen downtime. **(M)**
- Describe any capability of the system to be changed or enhanced by the University (e.g. report creation, UI branding, etc) and estimated resources required to perform these tasks. **(M)**
- If University staff may make changes to any aspect of the system, describe the tools used to build and maintain those components of the system. **(P)**
- Describe the system capabilities and options for the backup and restoration of University data. **(M)**
- Describe the client operating system and browser requirements for use of your system. List any additional client-side software required for development or management of your system. If the software is to be installed on client hardware, does regular use of the system require the user to have elevated operating system privileges? **(M)**
- How is the data access authenticated and authorized? **(M)**

- Describe how the system generates events when changes occur, and how the events are programmatically accessible (e.g. via an API or “web hook”). **(P)**

### 3rd Party Systems & API

- Describe partnerships and/or interoperability with the following software systems:
  - Banner **(M)**,
  - Atrium (dining plans), Hirsch Velocity (door access), Lenel OnGuard (door access), My College Roomie, RoomPact, Qualtrics, DocuSign, TouchNet (credit card), Slate (technolutions.com), Grouper (incommon.org/software/grouper). **(P)**
  - Please list any other 3<sup>rd</sup> party software integrations or partnerships. **(P)**
- Describe the methods, technologies, and access availability OSU will have to utilize system data via an API. **(M)**
  - RESTful API. **(P)**
  - API uses simple key or oauth security. **(P)**
  - Allows data creation, updates, and deletions in addition to read access. **(P)**

### Security

- A HEVCAT (Higher Education Community Vendor Assessment Toolkit) report is required. See Exhibit E **(M)**  
<https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit>
- Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services.
  - Describe user SSO authentication options. **(M)**
  - InCommon > Shibboleth/CAS is preferred. **(P)**
- Describe auditing capabilities of the system. The system must provide comprehensive audit trails of all changes to records and transactions. The audit trails must be easy for users to view and accessible in the reporting tools. **(M)**
  - Solution must track all user interaction both from an administrative staff user and student online self-service perspective in an easily accessible format including: username, computer name, IP address, date/time, and other information. **(P)**
- If applicable, provide up to date, signed documentation that the offered solution and Contractor is compliant with all PCI DSS and PADSS requirements. **(P)**
- Any system storing OSU data must meet OSU data classification security requirements: **(M)**  
<https://uit.oregonstate.edu/ois/data-management-and-classification-overview>  
 The system selected will have a security assessment from OSU’s Office of Information Security.

### Support, Maintenance & Training

Because consistency and stability of the operating environment and rapid correction of system failures are critical to Oregon State University, consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

- Describe your customer & technical support processes. **(M)**
- Describe your "escalation" procedure. **(M)**
- Describe how you will support a client on the west coast of the United States in the Pacific time zone during standard business hours of 8:00 am - 5:00 pm; Monday through Friday. **(M)**
- What support is available after business hours? Weekends? **(P)**
  - Our preference is to have support options available 24/7 in case of emergency **(P)**
- Describe capabilities for remote support and indicate what action shall be taken by the University to take advantage of that service. **(M)**
- Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them. **(M)**
- Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. **(M)**
- Describe all responsibilities of both the Contractor and Oregon State University in the isolation and diagnosis of system failures. **(M)**

- Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed. **(M)**

### **Accessibility**

The application must meet OSU's requirements for accessibility.

- Any web facing content needs to meet OSU's Web Content Accessibility Guidelines: <https://accessibility.oregonstate.edu/software> **(M)**
- Any software client (non-web) application needs to meet OSU's Software Accessibility Guidelines: <https://accessibility.oregonstate.edu/software> **(M)**
- Describe how your client applications meet or do not meet the above requirements. If the requirements are not currently met in the application describe how they will be met in the future, and the timeline for meeting the requirement. **(M)**

## **Section 3— System Functionality Requirements**

### **System Requirements**

The system must be dynamic and support integration from Banner SIS as well as user-input data. The data must also be archivable after a certain amount of time. Please describe the features, functionality and ease of use of the proposed Housing Software System **(M)**. Include how the clients can do the following:

- Create user accounts; create/edit group permissions, and deactivate/delete/archive user accounts **(M)**
  - Create customizable read only views/screens
  - Read only views of building occupants for hall staff
- Archive old data\Search functionality: Does the solution allow the end user to search for a resident by name, ID number, application number, or application period? **(M)**
- Manually create a housing application **(M)**
- Define fields within the application **(M)**
- Create multiple unique applications that can be active simultaneously **(P)**
  - Ability to customize the flow of operations within an application **(P)**
  - Ability to trigger next steps of an application based on status (I.e. sign contract, parent co-signature, living-learning supplemental application, loft kit request, FERPA waiver request, etc) **(P)**
- Create online forms for residents to complete **(M)**.
  - Examples include: Residency Requirement Exemption Request, Room Change Request, Request to cancel, Petition of Financial Appeal, Duty Logs, Interaction Forms **(P)**
- Configure and customize screens, reports, forms/applications **(M)**
- Modify fields (for both end users and administrators) within the system **(M)**
- Add customizable fields for users **(M)**
- Compatibility with all web browsers **(M)**
- Compatibility with mobile devices **(M)**

### **Person Management**

UHDS manages many facets of the user experience in residence. **(M)** Ability to add users to the system via import from Banner SIS or create users not affiliated with the University (i.e. conference guests or scholars). Please describe how your system supports the following:

- Interfaces with Banner SIS data to import demographics **(M)**
- Support "confidentiality" and FERPA by clearly stating to users that a user is marked confidential **(M)**
- Support user defined preferred or "name in use" **(M)**
  - Ability to minimize visibility of a dead or legal name based on specific user permissions **(P)**
- Support banning a user from housing **(M)**
- Support user images **(M)**
- Support multiple addresses and email addresses **(M)**
- Missing person contact information **(M)**
- Emergency contact information **(M)**

- Multiple phone types **(P)**
- Assigning “tags” or some way of differentiating student types to users (i.e.: ADA, RA, etc.) **(P)**
- Unlimited customizable fields **(P)**
- Adding “other” occupants **(M)** (examples: partners, children, ADA, caregiver, animals)
- Functionality for tracking service and emotional support animals as part of the student record, including photos, document attachments, and easily identifying students with animals. Animal details must be available in reports and dashboards **(M)**
- Must allow for the use of gender identities that do not necessarily correlate to sex assigned at birth. **(M)**
  - Ability to minimize visibility of sex assigned at birth based on specific user permissions **(P)**
  - Ability for users to hide their gender identity throughout the application and roommate matching process **(P)**
- Allow residents to request an exemption to living on campus based on pre-determined qualifications **(M)**
- Allow residents to request an exemption to living on campus based on a supplemental questionnaire. **(M)**
- Ability to track current class schedules **(P)**

### **Room Management**

UHDS assigns or “books” space in a variety of dynamic ways. We book traditional residents by bed and academic year (September to June) and assign rates by term within that booking (fall, winter, spring). We also book by the unit for duration of stay: i.e. 12 month contract for apartments or family housing. We also book by block of time for international student programs, which does not include any associated rates for the rooms. Please describe the booking options for rooms or units. **(M)**

Online Housing application: UHDS uses an online application platform for all application types **(M)**. Please describe how your system handles the following:

- Integrated application eligibility with demographic information **(M)**
- Customizable online application: follow the order of information needed as we request and dynamic for each application period **(P)**
- Tracking of student preference types for buildings and room types **(M)**
- Integrate with social media platforms **(P)**
- Allow for room bookings based on static timelines like academic terms, as well as flexible timelines (i.e. two-month scholar guest) **(M)**
- Flexible billing options based on booking timelines Example: Fall term booking begins 9/15/2021 - 12/15/2021, but billing is only assessed from 9/20/2021 - 12/1/2021 **(P)**
- Allow residents to apply for a living-learning community via supplemental questionnaire **(P)**
- Allow residents to self-select roommates based on a variety of pre-determined questions **(M)**

### **Room selection**

UHDS allows some students to select their own rooms for fall term **(M)**. Please describe how your system supports the following:

- Timeline for selection that is dynamic to eligible applications (i.e. new and current students select at different times) **(M)**
- Rooms/wings/floors/buildings can be limited based on applicant restrictions **(P)**
- Gender inclusive option where gender of students are not required to match when selecting spaces **(M)**
- Inviting roommates/suitemates **(M)**
- Email/SMS notifications throughout the process **(M)**
  - selected space
  - invited roommate
  - broken roommate relationship
  - contract signature
- real-time integration with housing information system for availability of space **(M)**
- Support of electronic contract signature either before or after room is selected **(M)**
- Support of online prepayment for housing (application fee) **(M)**

- Support of room selection based on university demographics (i.e. major) for living-learning programs **(M)**
- Support use of lottery for selection timeline **(M)**

### **Automatic assignment allocation**

Please describe how your system assigns students to spaces if they do not select their own room **(M)**. Include responses to the following:

- Booking of space by applicant type **(M)**
- Dynamic eligibility criteria: **(M)**
  - application date **(M)**
  - Living-learning programs **(M)**
- Supports confirmed roommates being assigned together if space allows **(M)**
- Suite assignments must be dynamic: unless gender is not enforced, the first person in the suite sets the gender **(M)**

### **Room changes**

UHDS allows residents to change their rooms throughout the assignment period. Please describe how your system supports the following:

- Allow students to request a room change via the web portal **(M)**
- Allow users to perform a room swap between residents **(M)**
- Allow users to edit current bookings **(M)**
- Allow users to specify booking start and end dates at any point **(M)**

### **Student web portal**

- InCommon **(P)** > Shibboleth/CAS login authentication for the student **(M)**
- real-time integration with housing information system **(M)**
- Progress of application status is clear at all times **(M)**
- Mobile friendly **(M)**
- Option for resident to schedule an appointment for check in or check out **(P)**
- Ability to submit a maintenance request **(P)**

### **Meal Plan Management**

On-campus residents in traditional residence halls are required to have a meal plan. Please describe how your system allows for the following:

- Ability to assign with a room booking based on fixed term date ranges **(M)**
- Ability to modify or change meal plan within a fixed term date range **(M)**
- Ability to export user defined data from multiple modules (room, profile, dining, etc.) for import to 3<sup>rd</sup> party system (ID card database, excel, outlook, etc.) **(M)**
- Ability to import hourly dining plan balance information from a 3<sup>rd</sup> party system and display to resident or other authorized end user **(M)**
- Ability for a resident to request a meal plan change via the web portal **(P)**

### **Apartment Management**

UHDS has apartment units that are booked on either a monthly (usually for the 12-month fiscal year) basis or for a fixed period of time **(M)**. Please describe how your system would support the following:

- Annual contract and bookings for apartment-style housing option **(M)**.
- Integrated waitlist functionality **(M)**.
- Ability to split rent costs between assigned residents, or to just one person of record for the unit. **(P)**
- Track all occupants of the apartment **(M)**.
- Track parking permits **(P)**.
- Track storage units and keys for them **(P)**

### **Billing**

UHDS bills currently with the following rate types: nightly, daily, weekly, monthly, pre-set range (i.e. academic term) with proration capabilities. Please describe billing options for rooms or units **(M)**. Please describe the



ability of users to generate invoices for conference guests (both group and individual) **(M)**. Please describe how your system supports the following features:

- Rates can vary independently of assigned room, but may be influenced by the assigned room (e.g. the rate may default to an appropriate rate for the assigned space, but the user may override the system default. For example: A reduced room rate for an ADA accommodation; or student buying out additional beds in the room). **(M)**
- Integration of charges with (export to) Banner FIS. **(M)**
- Ability to charge on an ad-hoc basis for things like: damages, rekeys, cleaning, etc. **(M)**

### **Automated messaging**

- The system must provide ability to email via mail merge to student occupants with user-defined templates. **(M)**
- The system should provide ability to track email open-rate, click-through rates and generate reports for email campaigns as well as contact points with individual students. **(P)**
- The system should provide SMS Text Messaging as an optional form of electronic communication in conjunction with E-mail, Mail-Merge, etc. **(P)**

### **Conference Services**

UHDS offers a comprehensive residential conferences program which includes housing academic scholars (non-students who are usually here to perform research as a guest of an academic department).

Please describe how your system would support the following functionality:

- Customizable online reservation requests from groups and individuals: follow the order of information needed as determined by UHDS. Able to use information from request to create the conference/reservation in the system once the reservation is confirmed **(M)**
- Track leads and create quotes for potential conferences. **(M)**
- Mass booking by group or person. **(M)**
- Generate invoices based on roster and reservation information. Customize invoices to include discounts, complimentary rooms, special rate types, and add-on services. **(M)**
- Supports online bill pay by group or individual. **(M)**
- Supports partial payment options for clients, including a deposit. **(M)**
- Ability to add non-students to the system for scholar housing. **(M)**
- Real-time integration with housing information system room configurations for availability of space. **(M)**
- Store conference contact information and associated tasks/milestones. **(M)**
- Manage reservations of meeting rooms and event spaces. **(P)**
- Calendar view options -- view room and event reservations by building or across multiple buildings. **(M)**
- Ability to "check in" and "checkout" guests, real time information. **(M)**
- Ability to checkout keys and electronic access cards to conference guests within the conferences module. **(P)**
- Ability to upload rosters of participants. **(M)**
- Store and report on conference meal needs: including meal start and end times, meal counts, locations, varied meal types and pricing (all you care to eat vs. a la carte). **(M)**

### **Operations**

UHDS Supports a number of other features to provide a holistic customer service experience for residents.

Please discuss how your system would support the following features:

- Customer Support Log. **(P)**
  - Track all correspondence with a student: email, phone calls, parent inquiries
  - include SMS messaging
  - Tag functionality by topic area
  - reportability based on tags
  - add multiple people to a ticket
  - ability to add multi-media files (i.e. voice mail or email)
- Staff communication log **(P)**
  - Tracking system for staff to keep each other up-to-date on issues that arise on shift.
- Room key tracking and checkout. **(M)**

- Tied to occupants of a room
- Email notifications for past due keys
- Reportable on frequency of key checkouts
- Audit ability for key tracking
- Quick check-in/out functionality **(M)**
  - Swipe university student id card for checking in and out of space and tracking of time/date stamp of the swipe for reporting purposes
  - Dynamic reporting of check in and out
- Room condition reporting **(P)**
  - Ability for assigned residents to input the condition of their room via web portal
  - Ability for staff to track reports of room condition
  - Option for residents to request maintenance via web portal
- Package Tracking **(P)**
  - Ability for users to log packages for residents including labeling system
  - Email notifications to residents of packages
  - Ability to audit packages remaining in system
- Electronic Roommate Agreement **(P)**
  - Ability for all residents of a room or unit to agree to terms of how they will interact with each other and the space.
  - Submissions sent to specific users (i.e. resident director, operations coordinator) for tracking and follow up purposes
  - Ability to set deadlines for submissions
- Emergency Management **(P)**
  - Ability to quickly pull together necessary information for emergencies, including:
    - Roster of all residents (including dependents and animals)
    - Clear way to track residents are accounted for in an emergency
    - Emergency contact information
- Maintenance Work Orders **(P)**
  - Ability to manage work orders that are submitted
  - Provide automatic response for work orders submitted and provide status updates and completion with notes.

## Room configurations

Please describe how your system manages room or facility type configurations **(M)**. How do you support the following functionality?

- Ability to group rooms into suites/wings/floors/buildings/areas. **(M)**
  - Can rooms be associated with programs like academic wings or quiet wings? **(P)**
- Ability to easily change room types/capacity based on dates/time periods. **(M)**
  - I.E. Room is typically a double occupancy room for the academic year, but single occupancy for conference season.
- Track previous occupancy and vacancy information. **(M)**
- Ability to easily change room number/name. **(P)**
- Ability to track room configuration and inventory (ie. Lofted or bunked beds, microfridge) **(P)**
- Support use of room features/tags: I.E: ADA, staff, living-learning community, etc. **(M)**
- Room key codes attached to rooms. **(M)**

## Reports

Describe the tools utilized and the process for creating, writing, and printing reports.

- Provide a list of all “canned” or system-provided reports already available to users, including a short description of each. Please also include a sample of several reports as examples. **(M)**
  - Can these reports be modified? **(P)**

How does your system handle the following functionality regarding reporting?

- Customizable reporting including use of customized fields in reporting. **(M)**
- Ability to write and save reports. **(M)**

- No 3rd party vendor required for reporting. **(M)**
- Ability to integrate with user dashboards. **(P)**
- Ability to email report data on a scheduled basis (example: send a list of open spaces to facilities staff twice a week) **(P)**

Please provide examples of the following report types (or their equivalents in your system). **(P)**

- Applicants and Applications
  - All Applicant List (with application status)
  - Applicant by specific attribute (i.e., demographics, class standing, etc.)
  - Individual Applicant Detail
  - Application Cancellations
  - All Applicant with Disability List
  - Returning Residents Application
  - Early Arrival List
  - Contract status
- Room/Facility Configurations
  - Facility configurations by date and capacity
  - Facility configurations with billing rates
  - Open room reports
- People
  - Sortable rosters
  - Room assignment check-in/outs
  - Occupancy counts by building
  - Cancellation reports by date

## **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.

- Proposer must have multiple years of experience providing a housing management system to colleges and universities with five (5) years minimum experience providing services to university housing departments with over 4000 beds.
- Proposer must show that software complies or will comply in the future with current ADA codes and regulations.
- Contract award is contingent on passing an OSU security review

### 4.02 PREFERRED QUALIFICATIONS

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

- Proposer able to implement the system within a four-to-six-week time period from award of contract.
- Proposer that can show verification they provide customer service support from 8:00 am to 5:00 pm Pacific Time.
- Proposers that can offer a strategic relationship with OSU that may include but not be limited to any of the following:
  - Pricing concessions for being on a preferred client referral list or as a reference customer program site.
  - Pricing concessions for the right to utilize OSU in strategic marketing materials.
- Proposers that can offer client manuals, help systems, and how-to documents that can be modified by UHDS.

## 5.0 REQUIRED SUBMITTALS

### 5.01 QUANTITY OF PROPOSALS

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

### 5.02 REQUIRED SUBMITTALS

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

Proposers must submit the following information:

Required Submittals:	Check Off
Description of how the goods or services offered specifically satisfy the statement of work in section 3 including a project plan for implementation.	<input type="checkbox"/>
Detailed information about how the Proposer meets the minimum qualifications in section 4.	<input type="checkbox"/>
Provide 3 references for universities that have 4000 or more beds in which you have successfully implemented your system. (Proposers can use Exhibit C for this purpose)	<input type="checkbox"/>
Provide detail to show your company and product are ADA Compliant or will be ADA compliant in the future; include detail around testing for adherence to current accessibility guidelines and standards.	<input type="checkbox"/>
Provide a statement that Proposer is willing to undergo and pass an OSU Security Review in order to provide a hosted or cloud-based solution. Proposer will need to complete and submit Exhibit E with their proposal.	<input type="checkbox"/>
Detailed information about how the Proposer meets the preferred qualifications described in section 4.	<input type="checkbox"/>
Provide a project plan showing how you can meet the four-to-six-week implementation.	<input type="checkbox"/>
Provide your customer support model that shows customer support will be available during standard business hours in the Pacific Time Zone.	<input type="checkbox"/>
Provide details about the type of strategic relationship you would be able to offer OSU including detail around any price concessions/discounts you are willing to offer in exchange for using OSU as a reference site for potential new customers and in marketing efforts.	<input type="checkbox"/>
Describe the types of client manuals, help systems and how-to documents that are available to the customer and how they can be modified. Detail if your company has any client-to-client support or list-serve options	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Complete and itemized pricing of the goods or services requested.	<input type="checkbox"/>
Exhibit E: Security Assessment. Attach additional pages as 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, Sec. 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	25
Price of the goods or services	25
<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 x 20)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

**6.03 NEGOTIATIONS**

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The Statement of Work;
- b. The Contract price as it is affected by negotiating the Statement of Work; and
- c. Any other terms and conditions as determined by OSU.

**6.04 INVESTIGATION OF REFERENCES**

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

**6.05 CONTRACT AWARD**

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

**7.0 INSTRUCTIONS TO PROPOSERS**

**7.01 APPLICABLE STATUTES AND RULES**

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

## 7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) 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, Sec. 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 Closing; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Closing 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 Closing 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 mailed to the submittal location and received by the closing date and time 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 Closing. For avoidance of doubt, the sealed package or envelope must be received, not post-marked, by the closing date and time listed on the Request for Proposal cover sheet.

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 Closing, 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 Closing, 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 Closing. 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 Closing, 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 Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Closing. 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 Closing 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 Closing, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Closing 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, Sec. 5.20.

**EXHIBIT A**  
**TERMS AND CONDITIONS / SAMPLE CONTRACT**

**1. 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 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 the State of Oregon, acting by and through the State Board of Higher Education, on behalf of 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;

**2. 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.

**3. 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, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their 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.

**4. AFFIRMATIVE ACTION:**

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

**5. APPLICABLE LAW; JURISDICTION AND VENUE.**

- a. 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.
- b. 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.
- c. 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.

**6. 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 and Contract Services 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 and Contract Services 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.

**7. COMPLIANCE WITH APPLICABLE LAW:**

The parties 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) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) 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.

**8. CONFIDENTIALITY:**

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

**9. 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.

**10. 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.

**11. GOVERNMENT EMPLOYMENT STATUS:**

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

**12. INDEMNITY, RESPONSIBILITY FOR DAMAGES:**

- a. 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, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees 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.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless 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.

**13. 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.

**14. INSURANCE:**

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

**15. INVOICES AND PAYMENT TO CONTRACTOR:**

Contractor shall send invoices to OSU for 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).

**16. NOTICE:**

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

**17. 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. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," 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.

**18. OSU NAME AND TRADEMARK:**

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

**19. 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.

**20. RECYCLABLE PRODUCTS:**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

**21. 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 reduce 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.

**22. 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.

**23. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:**

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

**24. 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.

**25. SEXUAL HARASSMENT:**

The State Board of Higher Education has adopted 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.

**26. 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.

**27. TAX COMPLIANCE CERTIFICATION:**

Contractor certifies under penalty of perjury that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. ANTI-KICKBACK ACT (40 U.S.C. 3145).**

Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

**34. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).**

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

**35. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.**

If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**36. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).**

For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**37. DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689.**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

**38. ENERGY POLICY AND CONSERVATION ACT.**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**39. EQUAL EMPLOYMENT OPPORTUNITY.**

Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**40. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

**41. COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES.**

Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

**EXHIBIT B  
CERTIFICATIONS**

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

**SECTION I. OREGON TAX LAWS**

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

**SECTION II. AFFIRMATIVE ACTION**

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

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

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

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

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

- agrees
- disagrees

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

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

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

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

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

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

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

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

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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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  
PRICING**

**FILL OUT THE PRICING WORKSHEET BELOW FOR EACH SOLUTION YOU ARE PROPOSING.**

<b>One Time Costs- Year 1</b>	<b>Cost</b>
Software/Licensing Costs	\$
3rd Party Software/Licensing Costs	\$
Set-up Costs (hardware, software and 3rd party products)	\$
Data Conversion Fees (if applicable)	\$
Implementation	\$
Training	\$
First Year Maintenance Costs	\$
Other (specify)	\$
<b>Total One Time Costs Year 1</b>	\$

<b>Recurring Costs- Years 2-5</b>	<b>Cost</b>
Annual Maintenance per Year	\$
Annual Hosting per year	\$
<b>Total Maintenance Costs Years 2-5 (Annual Maintenance Cost * 4 years)</b>	\$

**Maintenance Costs to be static for year 2-5**

<b>Professional Services/Consulting Fees</b>	<b>Cost</b>
Per Hour Rate for additional professional services as needed	\$

**Additional Professional Fees to be contracted on an as needed basis.**

<b>Discounts- Strategic Partner, Contract Term, etc. Specify</b>	<b>Discount % or Flat Rate</b>

**List any discounts that you are willing to offer for strategic partner, contract term commitment, software options purchased etc. You must specify what the discount is for and whether it is a % discount or flat rate.**



**EXHIBIT E  
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	

Higher Education Shared Assessments Confirmation	Vendor Answers	Additional Information	Guidance
<p>By completing the Higher Education Cloud Vendor Assessment Tool, cloud service providers understand that the completed assessment may be shared among higher education institutions. <b>Answers to the following statements will determine how this assessment may be shared within the Higher Education community.</b> Shared assessment sharing details can be found on the "Sharing Read Me" tab.</p>			
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>			
<p><b>Step 1:</b> Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. <b>Step 2:</b> Submit the completed Higher Education Cloud Vendor Assessment Tool - Lite (HECVAT-Lite) to the Institution according to institutional procedures.</p>			

<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 your company data security safeguards.		
<b>Application/Service Security</b>		<b>Vendor Answers</b>	<b>Additional Information</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 <input type="checkbox"/> role based <input type="checkbox"/> Citrix <input type="checkbox"/> multi-factor <input type="checkbox"/> Other	
HLAP-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all		

	components of the system?			
HLAP-05	Does the system provide data input validation and error messages?			
HLAP-06	Do you employ a single-tenant or multi-tenant environment?			
<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 <input type="checkbox"/> SSO <input type="checkbox"/> InCommon <input type="checkbox"/> Shibboleth <input type="checkbox"/> Other		Include user-end and administrative authentication types.
HLAA-03	Select the authentication and authorization systems that work with your application.	select all that apply, for Other answer under additional info <input type="checkbox"/> Active Directory <input type="checkbox"/> Kerberos <input type="checkbox"/> CAS <input type="checkbox"/> 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?			