



**REQUEST FOR PROPOSAL  
No. P-2022-007839-JK**

**Identity System**

**CLOSING**

April 15, 2022 (3:00 PM, PT)

**SUBMITTAL LOCATION**

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

OSU Procurement, Contracts and Materials Management Offices are 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.....March 18, 2022
- Deadline for Requests for Clarification or Change.....March 29, 2022 (3:00 pm, PT)
- Closing.....April 15, 2022 (3:00 pm, PT)

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

### **1.02 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will not be held.

### **1.03 SECOND STAGE DEMONSTRATIONS**

It is anticipated that OSU will move to a second stage of evaluation, for those Proposers in a competitive range, for product demonstrations. It is anticipated that those demonstrations would take place the second week of May 2022. Proposer's moving to this stage, will be expected to provide a demonstration based on detail provided by OSU in addition to any other requirements that OSU may call out in the second stage of evaluation.

### **1.04 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.

### **1.05 ADMINISTRATIVE CONTACT**

Name: Jennifer Koehne  
Title: Purchasing Contract Officer  
Telephone: 541-737-7353  
Fax: 541-737-2170  
E-Mail: jennifer.koehne@oregonstate.edu

### **1.06 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 an identity management system.

### 2.02 BACKGROUND

Oregon State University currently has a home-grown identity management system that is tightly coupled with our Enterprise Resource Planning system (ERP) and Student Information System (SIS). There is a limit of one account per identity. The system primarily supports employee and student roles. Creating identities for other relationships using this system requires a significant amount of personal data to prevent duplicate person records in the ERP. We are interested procuring and implementing a modern identity system for managing identity lifecycles, relationships (personas), roles, access requests, and accounts. OSU needs to serve a range of person relationships including traditional populations such as students and employees, as well as loosely affiliated members of the community such as parents, contractors, vendors, guests, volunteers, and others.

### 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 is included at Exhibit A for reference only. Actual contract is subject to negotiation. OSU anticipates the initial contract term will be for three years with the option for annual renewals thereafter.

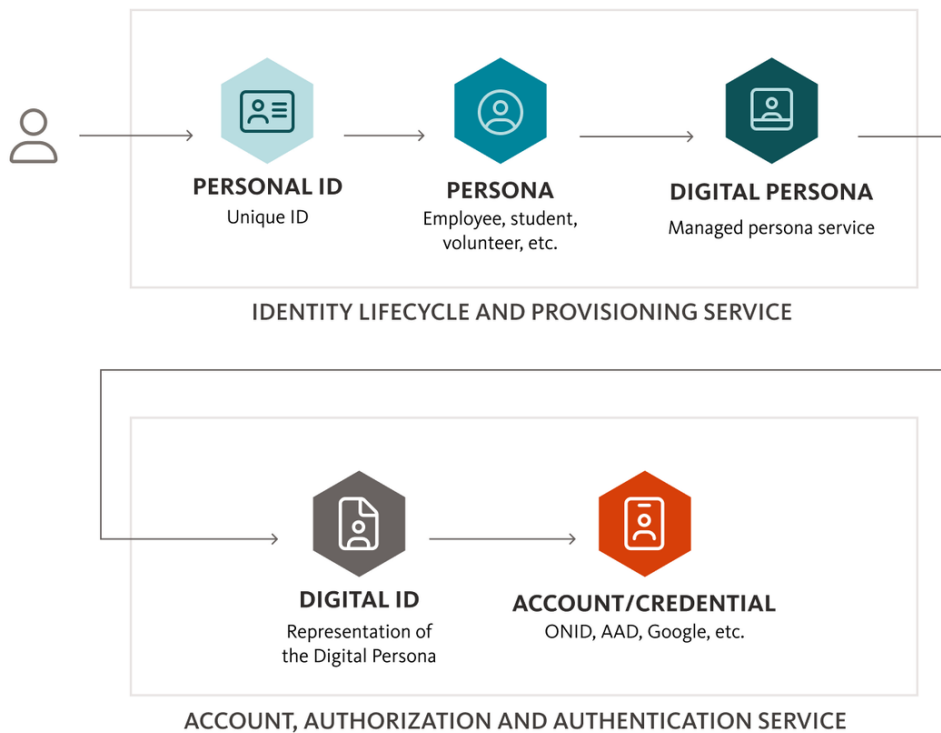
OSU also retains the ability to purchase the awarded goods or services at equal or lower cost through another available price agreement established with the awarded company. For example, if the awarded company has a separate agreement with a cooperative, consortium or buying club, OSU would like the ability to complete its purchase through that agreement rather than establish a new one through this RFP process or retain the option to shift to such a contract in the future if it proves advantageous to OSU to do so.

### 3.02 SCOPE OF WORK/SPECIFICATIONS

#### **Overview:**

In the current identity system, we have approximately 125,000 active users. We have identity records for approximately 500,000 people. We anticipate that by adding support for all the person relationships identified above, OSU would grow to 250,000 active users and more than 1,000,000 identity records.

The following diagram explains how we have conceptually designed the idea of a person with personas (relationships) that are to be managed.



## IDENTITY CONCEPTS & DEFINITIONS

- Low barrier to create relationship with OSU (create a Unique ID)
- Persona is not a technical component, but must be governed
- Digital persona is technical expression of a persona
- Digital identity is a management layer not visible to the user
- Accounts and credentials are what the user “sees”

OSU plans to use Active Directory/Azure Active Directory as our primary directory service. In addition, we plan to use Azure Single Sign On (SSO) as our primary SSO platform. Our stated direction is to move most if not all authentication into the Active Directory environment. Architecture of Active Directory and our migration to Azure SSO is out of scope for this proposal but is included as background information.

## System requirements

To support our envisioned future state, the system must support multiple simultaneous relationships or lifecycles for a single person. Examples of the relationships include:

- employee, parent of student, volunteer, and alum
- student and employee
- employee and alum
- current student and applicant for additional degrees
- volunteer and parent of student

The system must be able to provision multiple accounts for a single person in other words a solution that supports one identity to multiple roles and accounts without customization.

The system OSU is looking to implement should be cloud-based or Software as a Service. It should enable OSU to sever the direct tie between the creation of an identity record and our ERP/SIS.

## Implementation & Methodology

### Implementation Timeline

OSU expects to initiate the Identity System Project in July 2022, with anticipated initial go-live date no later than June 30,2023 with additional features added through the end of 2023.

Proposer will need to develop a project schedule meeting OSU’s timeline.

## Implementation Scope

The scope of the implementation should cover the following items:

1. Build relationship lifecycles for multiple types of users
2. All existing OSU custom provisioning/deprovisioning automation must be migrated to the new system including:
  - a. Active Directory
  - b. Azure Active Directory
  - c. Box
  - d. Duo MFA
  - e. Google Workspace for Education
  - f. Microsoft Exchange Online
  - g. Microsoft Office 365
  - h. Zoom
3. Provisioning/Deprovisioning Integrations with the following additional systems are strongly desired:
  - a. Adobe Creative Cloud
  - b. AWS
  - c. Azure Cloud
  - d. Banner (access control)
  - e. Canvas LMS
  - f. DocuSign
  - g. GitHub.com
  - h. Kaltura
  - i. LinkedIn Learning
  - j. Oracle Databases
  - k. OCI (Oracle Cloud Infrastructure)
  - l. Qualtrics
  - m. Splunk
  - n. Tableau
  - o. Other applications identified during the scoping phase
4. A full Enterprise Role engagement to design and implement both people and application roles
5. Role governance model and strategy
6. Integration with System of Record (SoR) data for Human Resources and Students. Data sources could include Banner, ServiceNow, OSU data or integration hubs
7. ServiceNow integration
8. Design and implement access request processes for key enterprise systems
9. Design and implement access recertification processes for key enterprise systems
10. Onboard accounts from Active Directory and other systems which are external to OSU's identity system, and do not have identity records
11. Develop metrics to assess identity system effectiveness
12. Build password policies, username algorithms, and unique identifier algorithm

Proposers will need to provide a project schedule that meets OSU's timeline and implementation scope in addition to an implementation plan that provides a comprehensive description of the methodology to be used in the project that also deals with project roadmap.

## **Post-implementation Support and Incident Response**

### Post-Implementation Evaluation Report

Within three months of completing the implementation, the Proposer is to provide a post implementation evaluation report covering:

- Fulfilled deliverables
- Any gaps from the initial requirements that have not been fulfilled and the suggestion to improve
- Product/system upgrade roadmap (for new functionalities)
- Lessons learned

### Support

The Proposer shall offer support after system implementation. Standard hours of operation at OSU are 8:00 am to 5:00 pm Pacific Standard Time. At a minimum, Proposer shall offer support to OSU during OSU standard hours of operation.

### System Upgrades

The Proposer shall be responsible for system upgrades and maintenance on an ongoing basis.

### Security Incident Response

The Proposer will be responsible for notifying OSU any security incidents in the system that have the possibility of loss or theft of information as soon as a reasonably practicable and without undue delay. Such notice should include:

1. A description of the incident, including the type of incident (e.g., data loss, data theft, unauthorized access and etc.), when, where and how the incident occurred
2. If university data is involved and what type of university data is involved

Proposer should be able to fully cooperate with the university in investigation and remediation of an incident.

### Training

The Proposer shall provide training options as part of their solution that address different learning styles (classroom, online, hands-on) that includes training materials and possible certification pathways. Ongoing training options should also be available.

## **4.0 PROPOSER QUALIFICATIONS**

### 4.01 MINIMUM QUALIFICATIONS

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

- a. Proposer has experience with higher education customers in providing the goods or services requested and can provide a list of three (3) customers (Use Exhibit C References) that are comparable in size and complexity to OSU.
- b. Proposer offers both customer support and training to customer as part of their solution.
- c. Proposer must be able to pass an OSU Security Review to be awarded a Contract (use Exhibit E HECVAT to assist in the OSU Security Review).

### 4.02 PREFERRED QUALIFICATIONS

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

- a. Proposers that have experience with customers that are research one level institutions as classified under the Carnegie Classification of Institutions of Higher Education. (Use Exhibit C References and indicate next to each reference if they are a research one level if applicable).
- b. Proposer with demonstrable experience and compliance with applicable privacy and data security laws, including but not necessarily limited to:
  - FERPA (Family Educational Rights and Privacy Act)
  - COPPA (Children's Online Privacy Protection Rule)
  - GDPR
- c. Proposer with a customer advisory group made up of representatives from selected customers that provide regular feedback, suggestion, and insights to the development of the product.

## 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:	<input type="checkbox"/>
Exhibit F: complete and thorough answers to the questions in Exhibit F	<input type="checkbox"/>
A proposed project plan for implementation that includes timeline, implementation methodology, and roadmap	<input type="checkbox"/>
Detailed information about how the Proposer meets the qualifications in section 4	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Pricing	<input type="checkbox"/>
Exhibit E: Security Assessment (HECVAT)	<input type="checkbox"/>
Exhibit F: System Questionnaire	<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.

**NOTE: OSU Anticipates moving to a second stage of evaluation that includes but may not be limited to a product demonstration for those Proposers in a competitive range. It is anticipated those demonstrations would start the second week of May 2022. Demonstration topics likely to include adding a system for access control, configuring role(s), a simple provisioning integration, a “mover” access example, access certification process example, and general UI overview/features for an Identity and Access Management (IAM) team audience.**

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	60
Proposer’s qualifications relative to the qualifications	15
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 ( $450/500 \times 20$ )

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

#### 6.03 NEGOTIATIONS

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

2. The Statement of Work;
3. The Contract price as it is affected by negotiating the Statement of Work; and
4. 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):

- 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.
- Hard copy in a sealed package or envelope mailed to the submittal location listed on the Request for

Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Closing.

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 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, or if OSU's order is funded by the federal or state government, the federal or state 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, pandemic, epidemic or other health emergency as declared by the health authority, 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, and its officers, board members, volunteers, 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 OSU, nor purport to act as legal representative of OSU, without first receiving from the OSU General Counsel, in a form and manner determined appropriate by the General Counsel, authority to act on behalf of OSU, nor shall Contractor settle any claim on behalf of OSU without the approval of the General Counsel. OSU may, at its election and expense, assume its own defense and settlement in the event that OSU determines that Contractor is prohibited from defending OSU, or is not adequately defending OSU's interests, or that an important governmental principle is at issue and OSU 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:**

See Additional Insurance Requirements at end of sample contract.

**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 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 polices 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. 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.

## FEDERALLY REQUIRED PROVISIONS

### **32. 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.

### **33. 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.

### **34. 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).

### **35. 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.

### **36. 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>

### **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. DOMESTIC PREFERENCE.**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

### **39. 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).

### **40. 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."

### **41. 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.



## INSURANCE PROVISIONS

Contractor shall secure at its own expense and keep in effect during the term of this Contract the following insurance.

### INSURANCE:

- a. **GENERAL LIABILITY INSURANCE.**  
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. OSU, its trustees, officers, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this agreement.
- b. **AUTOMOBILE LIABILITY INSURANCE.**  
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall be a minimum of \$1,000,000 combined single limit per occurrence.
- c. **EXCESS/UMBRELLA INSURANCE.**  
A combination of primary and excess/umbrella liability insurance may be used to meet the required limits of insurance above, as long as the coverage "follows form".
- d. **WORKERS' COMPENSATION.**  
The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement 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. Workers' Compensation coverage shall be maintained at all times in accordance with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.
- e. **CYBER LIABILITY OR PRIVACY AND NETWORK LIABILITY INSURANCE.**  
The Cyber Liability or Privacy and Network Liability Insurance with minimum limits of \$5,000,000 per claim and \$5,000,000 aggregate. The insurance shall provide coverage for the following risks: 1. Liability arising from theft, dissemination and/or use of confidential or personal information stored or transmitted in electronic form, 2. Network security liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure, 3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related or phone related property and the data, software, and programs thereon. In the event that the cyber liability or privacy and network liability insurance required by this agreement is written on a claims-made basis, Contractor performing such Work under this Contract warrants that any retroactive date under the policy shall precede the effective date of this agreement; and that either continuous coverage will be maintained or an extended discovery period or "tail coverage" will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- f. **PRIMARY COVERAGE.**  
Insurance carried by Contractor under this agreement shall be the primary coverage and non-contributory.
- g. **ACCEPTABILITY OF INSURERS.**  
Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU.
- h. **CERTIFICATES OF INSURANCE.**  
As evidence of the insurance coverages required by this agreement, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to OSU, upon request. Endorsements shall accompany the certificate(s) and will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- i. **NOTICE OF CANCELLATION OR CHANGE.**  
Each insurance policy required by the insurance provisions of this agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

**EXHIBIT B  
CERTIFICATIONS**

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

**SECTION I. OREGON TAX LAWS**

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

**SECTION II. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

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

**SECTION III. PERMISSIVE COOPERATIVE PROCUREMENTS**

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

- agrees
- disagrees

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

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

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

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

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

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

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

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

Business Designation (check one):

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

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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<b>EXHIBIT D PRICING</b>
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**Proposers must provide the following pricing detail and may use their own form to do so. Proposer however should clearly mark each section of their pricing sheets to match the detail below and as Exhibit D. Pricing should be a separate section of the Proposal and clearly distinguishable.**

Proposer shall identify all costs required for OSU to evaluate the total cost of ownership, including software licensing or SaaS service pricing plan, Total Cost of Implementation (TCI) and Total Cost to Operate (TCO).

1. Software license or SaaS service pricing plan- if pricing module breaks out licensing or SaaS offerings by modules, OSU is requesting that you break pricing out by each module. OSU retains the right to purchase any combination of modules that is in OSU's best interest. Module pricing however should be locked in for the duration of the contract.
2. Total Cost of Implementation (TCI)
  - a. Hourly rate of consultants and engineer
  - b. Itemized services that cover:
    - i. Project management
    - ii. Business process and system landscape assessment
  - c. Solution design, configuration, and testing (including any development needed)
    - i. Data conversion and migration
    - ii. Training
  - d. Role design
  - e. Travel
3. Total Cost to Operate (TCO)
  - a. Five-year projection of annual maintenance, support, and license fees

**EXHIBIT E  
SECURITY ASSESSMENT (HECVAT)**

Proposer may use additional pages for detail and should clearly mark those pages Exhibit E.

<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
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.				
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>				
<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.				
Documentation		Vendor Answers	Additional Information	Guidance
DOCU-01	Have you undergone a SSAE 16 audit?			
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?			
DOCU-03	Have you received the Cloud Security Alliance STAR certification?			

DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Special Publication 800-53, ISO 27001, etc.)			
DOCU-05	Are you compliant with FISMA standards (indicate at what level)?			
DOCU-06	Does your organization have a data privacy policy?			
<b>Company Overview</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
COMP-01	Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.			
COMP-02	Describe how long your organization has conducted business in this product area.			#REF!
COMP-03	How many higher education, commercial customers and government customers do you serve in North America? Please provide a higher education customer reference if available.			
COMP-04	Please explain in detail any involvement in business-related litigation in the last five years by your organization, its management, or the staff that will be providing the administrative services.			
COMP-05	Describe the structure and size of your Security Office and overall information security staff.			
COMP-06	Describe the structure and size of your Software and System Development teams.			
COMP-07	Use this area to share information about your environment that will assist those who are evaluating you company data security safeguards.			
<b>Application/Service Security</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>

HLAP-01	Can user access be customized to allow read-only access, update access, or no-access to specific types of records, record attributes, components, or functions?			
HLAP-02	Describe or provide a reference to how user security administration is performed?			
HLAP-03	Select the controls that are in place to secure their remote environment and connection to institution data.	select all that apply, for Other answer under additional info <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>
HAAA-01	Can you enforce password/passphrase complexity requirements [provided by the institution]?			
HAAA-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 _ Active Directory _ Kerberos _ CAS _ Other		Describe any plans to provide such integrations.
HLAA-04	Does the system (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?			
HLAA-05	Does your system have the capability to log security/authorization changes as well as user and administrator security (physical or electronic) events (e.g., login failures, access denied, changes accepted), and all requirements necessary to implement logging and monitoring on the system. Include information about SIEM/log collector usage.			
<b>Business Continuity Plan</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>
HLBC-01	Do you have a documented Business Continuity Plan? If so, can it be shared?			
HLBC-02	Is there a documented communication plan in your BCP for impacted clients?			
HLBC-03	Are all components of the Business Continuity Plan reviewed at least annually and updated as needed to reflect change?			
HLBC-04	Does your organization conduct an annual test of relocating to this alternate site for business recovery purposes?			
<b>Change Management</b>		<b>Vendor Answers</b>	<b>Additional Information</b>	<b>Guidance</b>

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

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

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

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

**EXHIBIT F  
SYSTEM QUESTIONNAIRE**

**For each of the following questions, select only one answer “Yes, out of the box”, “Yes, with configuration”, “Partial, with customization”, or “No, not Available”.**

Configuration indicates functions available via the system’s user interface.

Customization indicates the requirement for custom code to be written, such as utilizing an API, to achieve an outcome.

The answers below may be augmented with less than a page of free-form response answers, but the scoring will be based upon the Yes, Partial, No answer.

		Yes, out of the box	Yes, with configuration	Partial, with customization	No, not available
1	Can an identity be associated with multiple relationships that have separate lifecycles simultaneously? Example – A current employee may also enroll as a student. Each of those relationships has its own lifecycle.				
2	Can an identity be associated with the same relationship multiple times and be at different phases in the lifecycle? Example – A currently- enrolled undergraduate student applies to be a graduate student at the university. The student is in both the “enrolled student” phase and the “applicant” phase.				
3	Can the system generate an OSU-specific unique identifier for each identity? This identifier will likely be an 11-digit number assigned in a non-sequential order. This identifier will be associated with all accounts assigned to the identity. It can be used to link the account to the identity/person in other systems.				
4	OSU has several sensitive identity attributes and the ability to see them should be limited to specific roles of identity administrators. Does the system support field-level security within the UI?				
5	Can an end user manage or update an OSU- specified set of attributes on their own record at any time via the system? Examples could include fields such as Display Name or Pronouns.				
6	Related to the previous question on user editing of attributes, can OSU choose different editable attributes for different roles/relationships?				
7	Does the system provide a full audit log that is viewable in the UI for an identity? This could include a history of all changes to identity attributes, accounts, roles, access requests, and provisioning and deprovisioning actions.				

		Yes, out of the box	Yes, with configuration	Partial, with customization	No, not available
8	Does the system provide, in the UI, a full audit log of actions taken by a users, including administrative users?				
9	Does the system support a dry-run/what-if/preview mode of operation where administrators can review the impacts of a change before applying it? Example: updating an attribute of a person that causes changes to their role or provisioned access.				
10	Can the system support and enforce multiple username generation algorithms? OSU has a naming standard for usernames that is different for different types of accounts such as productivity accounts, service accounts, and privileged accounts.				
11	Does the system support an account recovery or forgotten password reset through communication to pre-registered SMS phone number or personal email address?				
12	If the system supports the feature described in the previous question, does it have a process to request a user to re-verify their contact information on an ongoing basis?				
13	Can the system prevent a single identity from reusing a password across its multiple accounts?				
14	Can a help desk assist a user with a password reset that does not require the help desk employee to know or set the password for the user? Example: Help desk could generate a PIN that the employee could use to reset their own password.				
15	Does the system support multiple password policies for different account types? Example: A productivity account has a different password policy than a service account.				
16	Can the system identify and report on anomalous accounts or attributes in target systems? Example: the presence of accounts that were not created by the system, the absence of accounts that were created by the system, and account attributes that have been changed from system-provisioned values.				
17	If anomalous attributes are detected, can the system automatically correct/revert the changed attributes? Example – a display name is changed in Active Directory and no longer matches the display name provisioned by the system.				
18	Can access request workflows be built within the UI?				
19	Does the system support access policies that incorporate logic or formulas? Example: Access to a specific system ends at termination date + 7 days.				

		Yes, out of the box	Yes, with configuration	Partial, with customization	No, not available
20	Can the system facilitate service, role, and entitlement owners or supervisors to perform periodic, UI-based access certifications?				
21	Does the system support complex access/provisioning requests that incorporate requirements beyond the approval of an access request? Example: an access request is completed by all approvers, but the automated provisioning does not occur because the user has not completed a system training course. Once the training is complete, the provisioning occurs.				
22	Does the system support notification reminders and approval escalation in the access request workflow? Example: if an approver hasn't responded, the system sends reminder emails. If they continue to fail to respond, the system automatically escalates the workflow approval to another approver (such as the supervisor of the original approver).				
23	If an entitlement or role is assigned a future end date, can the system send notifications to the user about the pending access removal? Example: Recent graduates have a slow offboarding process during which access to systems is removed at different times. The system should notify the user in advance of each new pending access removal.				
24	Does the system support bulk actions on users via the UI? Example: An identity administrator needs to deactivate 50 email accounts due to suspected compromise.				
25	Can the system create, update, and delete Active Directory groups and their memberships?				
26	Can the system manage ACLs on Active Directory user objects, such as setting the UserCannotChangePassword flag?				
27	Can the system integrate with Microsoft Sentinel?				
28	Does the system support at least the WCAG 2.1 Level AA standard in all its web and mobile user interfaces?				
29	Can OSU customize the user interface with OSU branding (colors, logos, etc.)?				
30	Can the system be hosted at a vanity URL in the oregonstate.edu domain?				
31	Does the system encrypt data in transit?				
32	Does the system encrypt data at rest?				



## **Short Answer questions**

For each of the following questions, provide answers that do not exceed two pages in length.

1. What options are available for system monitoring and alerts in the case of errors in a data load, identity matching errors, provisioning errors, and other issues of concern to identity administrators?
2. Explain the options available to allow a person to claim their identity or activate their account(s) with the system. Examples: email with a magic/tokenized link, enter a secret code, self-register to create a new identity record.
3. Explain how the claim process can be customized to handle steps that OSU requires. Example: a person must specify their display name, select an email address, register for MFA, and other tasks. Specify if these changes are possible through configuration or customization.
4. Explain the best practice for creating and managing non-person accounts in the system. Examples include but are not limited to service accounts, mailbox-only accounts, test accounts, and shared accounts.
5. Does the system provide a way to prevent changes from occurring due to bad input data, such as flawed data from a system of record? Explain the options, limits, and best practices for how to handle this in the system.  
Examples: 1. A system of record feed should never contain more than 500 new records. A feed is received with 20,000 records. 2. On the day of transition from Spring term to Summer term, the number of enrolled students drops by approximately 70%, and the role membership should reflect that change. At any other time of the year, a system of record feed that would cause that percentage change would represent a catastrophic data failure.
6. OSU expects to implement an identity system that is the authoritative source for identity records and supports roles, access requests, certification campaigns, and provisioning integrations. The identity system is expected to support 250,000 or more active users across a mix of students, current employees, former employees, recent alumni, contractors, vendors, parents/family members of students, volunteers, visitors, and others. Provide an estimate of the FTE and skillsets required to maintain the identity system, including ongoing onboarding of systems for access control and provisioning functions. Consider both new systems purchased as well as continued onboarding of the large number of existing university systems post implementation. If this proposal includes additional system features beyond those specified, include those in the FTE estimates.
7. OSU systems of record occasionally create duplicate person records. What are the best practices for using the identity system to minimize the number of duplicates created and to find and resolve the duplicates that get created in the identity repository and in provisioned systems?
8. OSU uses an algorithm to generate productivity account usernames from the person's first and last names. We keep track of former usernames for auditing purposes. When changing usernames, it is important to avoid impacts to users' work or studies. Explain the best practice on how to use the system to reduce the impact of username changes on IT and users. Ensure the answer addresses how to track former usernames and what to do for systems that are not integrated for provisioning with the identity system.
9. Describe the components of the identity system, if any, that require OSU to build and maintain infrastructure.
10. For applications that are not provisioned by the identity system, what are the best practices for monitoring these applications' users and access in the identity system?

11. Is it possible for an identity administrator to perform most functions within the UI? Explain what, if any, functionality is available only via API and not the UI.

### **Short Answer questions with lists/addendum requirements**

For each of the following questions, provide answers that do not exceed two pages in length. The requested lists should be included as an appendix or addendum and do not count towards the two-page limit.

12. Describe the built-in dashboards and reports that are available in the system to support identity administrators. Provide a complete list of built-in dashboards and reports as an addendum to the answer.
13. Indicate which provisioning connectors carry additional costs for purchase or implementation. Provide a complete list of all provisioning connectors available for the system, regardless of cost, as an addendum to the answer.
14. OSU has a distributed IT structure. Employees in multiple departments have responsibility for managing ad hoc access to systems, resetting passwords, and creating service accounts and privileged accounts. Explain how the system supports this type of distributed IT environment. Can the built-in roles be modified? Can new roles be built? Specify which role modifications are possible through configuration and which require customization. Provide a list of all built-in identity system roles and their access rights as an addendum to the answer.

### **Scenarios**

Provide detailed answers to the following scenario questions. There is not a limit to the length for the proposed answers.

#### **Scenario 1: Retiree accounts**

##### **Background**

Some OSU retirees are eligible for lifetime email from OSU. The retiree mailbox needs to be a new, empty mailbox that is separate from the employee mailbox. It features a different email address in the @retiree.oregonstate.edu domain. The display name on the retiree mailbox will be different than the employee mailbox and must contain "(retiree)". Eligibility for this retiree mailbox comes from the HR system of record. The mailboxes are in Exchange Online, in the same tenant as employee and student email. Retirees can only use email, MFA, and submit IT support tickets. Other services or applications may not be requested or added to the retiree.

##### **Details/Questions**

Betty Jones is retiring from OSU on 4/1/2022 and is eligible for retiree email. Betty's retiree status loads to the identity system on 3/29/2022. Betty's retiree mailbox is created, and she can gain access as soon as the status update comes from the HR system of record. As part of the employee termination process, Betty's employee mailbox is deleted on 4/8/2022.

On 6/1/2022, Betty returns to a new job at OSU. This type of position allows her to keep her retiree status and email, while also working for the university as a current employee. With her new position, Betty again needs to be eligible for and have access to services for employees, including an employee mailbox, while not losing access to her retiree email. When Betty's new job ends on 10/31/2022, she should retain access to her retiree email while the employee mailbox and services are again removed.

Explain how the system allows for a single identity record for Betty Jones that is linked to more than one role and/or accounts. How does the system prevent access requests/services from being added to the retiree while supporting access and access requests for the employee? For this answer, indicate what portions are available out of the box, what is configurable, and what requires customization.

## Scenario 2: ServiceNow Integration

OSU has recently acquired ServiceNow. The ServiceNow HR Service Delivery product will be used for OSU's employee onboarding and offboarding process. IT support will move into the ServiceNow ITSM product.

What processes can integrate with ServiceNow? Explain options for deep integration with ServiceNow in the access request process. Specify which integration options are possible through configuration and which require customization.

What are the recommended best practices for integrating the identity system with ServiceNow?

## Scenario 3: Non-SOR Users

### Background

OSU needs to allow for the creation and management of identity records, access, and accounts directly in the identity system for user populations for which there is no OSU system of record. Examples include:

- 3<sup>rd</sup> party temporary agency employees
- Partner organization employees
- Vendors responsible for supporting a specific hardware item or server

Today, the HR department of the partner organization sends the attributes required to create an identity record for their new employee to the IAM team via a ticket, and the IAM team performs identity matching and record creation. Employees of the partner organization often have existing records in the identity system as current students, alumni, or former employees. Vendor accounts are typically created directly in Active Directory by distributed IT teams and are not managed by the identity system or IAM. 3<sup>rd</sup> party employees may follow either path.

3<sup>rd</sup> party temporary employees typically need employee-like access. Partner organizations vary between employee-like access and specific application access. Vendors typically need one specific access only.

OSU wants all accounts to be managed by the new identity system. The IAM team should not be responsible for creating all non-SOR accounts and identity records, but instead support delegation models.

### Details/Questions

How can OSU provide for the management of these non-SOR identities using the identity system? What are the best practices for the system that should be followed?

Ensure the answer addresses the following OSU-specific concerns:

- Delegation of record creation/updating
- Identity Matching and prevention of duplicate identity records
- Data security restrictions; Example: if partner employee is also a student, partner organization cannot see student data attributes or roles
- Management of additional attributes, such as supervisor for the 3<sup>rd</sup> party temps and partner organization employees
- Start and end date management
- Recertification of access on a routine basis
- Support for all required actions via the UI

## **Implementation Methodology**

The proposals should include a comprehensive description of the proposed implementation methodology for the project including the following information:

- A complete description of the approach and implementation methodology to be used, including:
  - High-level system implementation plan
  - System architecture diagram
  - Other project management and technical specifics (e.g. data conversion plan)
  - A timeline for a past, successful implementation carried out by the proposer that is similar to OSU's requirements.
  - Information about if the proposer will provide the implementation service themselves or by a subcontractor.
  - How the implementer will help OSU with organizational change management.

Develop project roadmap with suggested phases or stages to avoid complexities in the implementation process.

## **Project Resources**

The proposals should provide clear information about if the proposer will provide the implementation service themselves or by a subcontractor. The proposal should also provide a project organization chart identifying resources from the proposer with clear ownership of responsibilities and deliverables, it should be based on the Proposer's experience to provide the System with the best balance of cost and risk:

- Account manager
- Project manager/co-manager
- Technical team lead
- Other participants

Bios of the identified resources are also suggested but are optional.

## **Support**

The Proposer should describe in the Proposal how support service will be provided after the implementation of the system and should address the following:

- Support hours in Pacific Standard Time
- Tiered support plans and the SLA
- Ticking process, response time commitment and escalation procedure
- Maximum number of tickets per year and average resolution time by priority level
- Mean-Time Between Failure (MTBF) and Mean-Time to Fix (MTTF) examples from a similar customer

## **System Upgrades**

The Proposer should in the Proposal explain how the system will be upgraded, include but not be limited to the following:

- Typical product/system upgrade schedule (in-band)
- Typical security related updates that happened annually (out-of-band)
- Typical downtime during upgrades or updates
- Options that OSU has to defer, delay and deny any upgrades or updates

## **Training**

The Proposer should describe training methodology and approach, and how to ensure users are prepared to use the proposed solution. This should include:

1. Training curriculum to support the success of the project and how often the curriculum will be updated
2. Training approaches to address different learning styles (classroom, online, hands-on and etc.)
3. Training materials and possible certification pathways
4. Cost for upfront (for the project specifically) and ongoing training (annually refresh training and training for new system administrators)