

REQUEST FOR PROPOSAL No. P-2022-008482-JK

Student Experience Customer Relationship Management (CRM) Solution

CLOSING

May 10, 2022 (3:00 PM, PT)

SUBMITTAL LOCATION

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

OSU Procurement, Contracts and Materials Management Offices are currently closed to the public.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

| ■ Issue Date | April 13, 2022 |
|---|------------------------------|
| Deadline for Requests for Clarification or Change | April 22, 2022 (3:00 pm, PT) |
| ■ Closing | May 10, 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 June 13, 2022, through June 20, 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 a student experience customer relationship management (CRM) solution.

2.02 BACKGROUND

Looking at a CRM solution, OSU views it as more than just software. It is an institution-wide approach that allows the university to speak to key populations with one voice and with smaller, customized, and tightly focused messages in response to the needs of students and others in the community. A CRM solution allows the OSU community to all see the same, more complete picture of the students we interact with on their way to a degree. Currently, OSU does not have a unified student experience CRM solution across campus and is interested in implementing one.

The new student experience CRM will serve the OSU community where they are, how they prefer to be contacted, and when they need access to information, tools, resources, and training — all through a single, secure, and consistent experience.

OSU's goal is for a one-stop-for-information solution — students will have access to a personalized interface where they can access information and act across academics, advising, financial aid, and more, with the goal of making their student experience at OSU a productive one. Automation will free employee time currently spent on routine business processes. A student experience CRM will also provide insight into communications and interactions with students that will improve OSU's ability to engage our students in a personalized manner.

The CRM system will be used for students from matriculation through graduation. It will not be used for student recruitment, alumni, external constituents, or non-credit/corporate-training students.

OSU's current environment features many key technologies to support the student experience. The solution OSU is looking to implement may integrate with the following:

- Microsoft 365 environment email / calendaring / Teams
- Ellucian Banner as an SIS
- Ellucian Degree Works
- ServiceNow
- Slate for recruiting and admissions
- Salesforce (non-CRM functions)
- Tableau
- Qualtrics
- Localist
- Handshake
- Leepfrog CourseLeaf
- Instructure Canvas (LMS)
- ScholarshipUniverse
- DocuSign
- StarRez
- Hyland OnBase (document management system)
- Integration Hub (in RFP planning)
- Data Hub (in RFP planning)
- Heliocampus
- Identity, Governance and Administration system which includes Access Management functions (System TBD)
- Point and Click (Student Health EMR)
- Atrium (student ID card system)

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 SAMPLE CONTRACT/ SCOPE OF WORK

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.

In addition, OSU may make multiple awards from this RFP such as to a solution/platform provider and an implementation partner as is determined in the best interest of OSU per section 7.16 Awards of this RFP.

3.02 SCOPE OF WORK/SPECIFICATIONS

OSU is looking to implement a system that meets the following requirements.

System Requirements

- Cloud-based or software as a service (SaaS)
- Self-service online portal and mobile applications that allow student access to data and information related to their status
- The ability for a student to personalize their digital experience with OSU to fit their interests and needs
- Dashboard experience for students as a one-stop experience for interacting with university functions
- Events management
- 2-way SMS/Text communication; support for mass SMS messaging
- Full mobile-app experience, including push notifications
- Student Advising
- Appointment scheduling
- Case management
- Knowledge management
- Chatbots, live chat, and other chat support
- Email automation and journeys, including transactional email and robust subscription center
- · Reporting and analytics
- Workflows and process automation

Project Timeline/Implementation

OSU expects to initiate the student experience CRM project in July 2022, with an anticipated initial go-live date no later than June 30, 2023, with additional features added through the end of 2023 and possible extension into 2024.

The successful Proposer(s) will develop a project schedule matching this overall timeline. The successful Proposer(s) will have a comprehensive implementation methodology for the project that includes, but may not necessarily be limited to the following:

A complete description of the approach and implementation methodology to be used, including:

- High-level system implementation plan
- System architecture diagram, including development environment
- Data Archiving Strategy Design and implementation
- Application/Functional Governance Design and implementation
- Technical Governance Design and implementation
- 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

The successful Proposer(s) will develop a project roadmap with suggested phases or stages in order to avoid complexities in the implementation process.

Project Resources

OSU does not have a preference if the awarded solution comes from a solution provider direct (meaning both solution and implementation services), a value-added reseller (VAR), a solution provider and its subcontractors, or a mix of all. Any work subcontracted however will be subject to OSU approval and all subcontractors must meet the minimum requirements and qualifications as called out under the RFP as applicable.

Proposals should provide clear information around who will be providing the implementation services-themselves, a VAR or a subcontractor. The Proposal should also provide a project organization chart identifying resources with clear ownership of responsibilities and deliverables. The Proposal should be based on the Proposer's experience to provide the solution with the best balance of cost and risk and should include the following resources:

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

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

Post-Implementation Evaluation Report

Within three months of completing the implementation, a post-implementation evaluation report, including the following detail, will be required:

- Fulfilled deliverables
- Any gaps from the initial requirements that have not been fulfilled and suggestions 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.

Describe in the Proposal how support service will be provided after the implementation of the solution and should address the following:

- Support hours in Pacific Standard Time
- Available tiered support plans with Service Level Agreement (SLA) and costs
- 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 shall offer ongoing system upgrades and maintenance.

Explain how the solution will be upgraded, include but not be limited to the following:

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

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.

Describe in the Proposal your training methodology and approach, and how to ensure users are prepared to use the proposed solution. This should include:

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

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 offering ongoing customer support and training options 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 Security Assessment) 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. 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
- b. 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 Scope of Work in section 3 | |
| including: | |
| Exhibit F: complete and thorough answers to the questions in Exhibit F | |
| A proposed project plan for implementation that includes timeline, implementation methodology, and roadmap- Biographies of resources optional | |
| Description of support options as detailed in the Scope of Work | |
| Description of system upgrade options as detailed in the Scope of Work | |
| Description of training options as detailed in the Scope of Work | |
| Detailed information about how the Proposer meets the qualifications in section 4 | |
| Exhibit B: Certifications | |
| Exhibit C: References | |
| Exhibit D: Pricing | |
| Exhibit E: Security Assessment | |
| Exhibit F: System Questionnaire | |

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 be held between June 13, 2022, and June 20, 2022 (subject to change). Specific detail as it relates to the second stage of evaluation will be provided to the Proposers in a competitive range only.

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.

| Evaluation Criteria | <u>Points</u> |
|--|---------------|
| Proposal relative to the Statement of Work | 60 |
| Proposer's qualifications | 25 |
| Price of the goods or services | 15_ |
| Total | 100 |

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest)

Proposer A is awarded 20 price points (the maximum)

Proposer B's price is \$500

Proposer B is awarded 18 price points (450/500 x 20)

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

6.03 NEGOTIATIONS

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

- 1. The Statement of Work;
- 2. The Contract price as it is affected by negotiating the Statement of Work; and
- 3. 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 |
|---|
| 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; (viii) 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/publ/232/PLAW-115publ/232.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.

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 PROCUREMEI If Proposer is awarded a contract from this Request for Propo | _ |
|---|----------------------------|
| □ agrees | |
| ☐ disagrees | |
| to offer the resulting contractual terms and prices to other pub | lic 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 ap | olicable): |
| Business Designation (check one): ☐ Corporation ☐ Partnership ☐ LLC ☐ Sole P | roprietorship □ Non-Profit |

| | EX | HI | BI | T | С | |
|----|----|----|----|----|---|--|
| RE | FF | ΞR | ΕI | NC | E | |

REFERENCE 1

| COMPANY: | CONTACT NAME: | |
|-----------------------------|---------------|--|
| | PHONE NUMBER: | |
| CITY, STATE ZIP: | FAX NUMBER: | |
| WEBSITE: | | |
| | | |
| REFERENCE 2 | | |
| COMPANY: | CONTACT NAME: | |
| ADDRESS: | PHONE NUMBER: | |
| CITY, STATE ZIP: | | |
| WEBSITE: | E-MAIL: | |
| | | |
| | | |
| REFERENCE 3 | | |
| COMPANY: | CONTACT NAME: | |
| ADDRESS: | PHONE NUMBER: | |
| CITY, STATE ZIP: | | |
| WEBSITE: | E-MAIL: | |
| GOODS OR SERVICES PROVIDED: | | |

EXHIBIT D PRICING

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 and maintenance, including software licensing or SaaS service pricing plan, Total Cost of Implementation (TCI) and Total Cost to Operate (TCO).

OSU estimates the following number of users (these roles are not specific to known license types)

- 400 advisors (specify price per license)
- 500 users who interact via cases, chat and other features with students (includes student employees)
- 200 users who send bulk messaging
- 50,000 students
- 15 system administrators
- 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 and by tier. OSU retains the right to purchase any combination of modules that is in OSU's best interest. However, module pricing should be locked in for the duration of the contract.
- 2. Total Cost of Implementation (TCI)
 - a. Hourly rate of consultants and engineers
 - b. Itemized services that cover:
 - i. Project management
 - ii. Business process and system landscape assessment
 - iii. System architecture, including development environment
 - iv. Academic advising functionality
 - v. Student services functionality
 - vi. Event management functionality
 - c. Solution design, configuration, and testing (including any development needed)
 - i. Data conversion and migration
 - ii. Training
 - d. Travel
- 3. Total Cost to Operate (TCO)
 - a. Five-year projection of annual maintenance, support, on-going training, and ongoing license fees

EXHIBIT E SECURITY ASSESSMENT (HECVAT or EQUIVALENT PROPOSER SECURITY ASSESSMENT)

Proposer may use the HECVAT Excel document attached or an equivalent Proposer security assessment to satisfy this requirement. Whichever form is returned should be marked Exhibit E Security Assessment.

EXHIBIT F SYSTEM QUESTIONNAIRE

Multiple Choice Questions

For each of the following questions, in the multiple-choice section only, answer with only one of the following: "Yes, out of the box," "Yes, with configuration," "Yes, with add-on component," "Partial, with customization," or "No, not Available."

For "and" questions, if the solution does not support all the options, the answer is "No, not Available" (e.g., send bulk and individual notifications).

- Add-on component indicates additional modules or systems with existing integrations.
- Configuration indicates functions available via the solution'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 a paragraph or less than one (1) page of free-form response answers, but the scoring will be based upon the Yes, Partial, or No answer. Ensure all items listed as "with add-on component" are included in the overall cost proposal.

Appointments/bookings

- 1. Does the solution provide full calendaring integration with Microsoft 365 platform for appointment booking?
- 2. Does the solution support calendaring modification functionality, such as appointment reminders, cancellation, rescheduling, or tracking?
- 3. Does the solution provide support for an appointment type that is a request which must be approved before it is booked?
- 4. Does the solution enable students to request and schedule appointments from various support offices as well as individuals?
- 5. Does the solution support students identifying and scheduling appointments with members of their support team?
- 6. Does the solution provide a way for staff and advisors to assign tasks to students?
- 7. Does the solution provide a way for students to assign tasks to students (e.g., student club leader to club member)?

Events

- 8. Does the solution have an event planning and management solution that allows for internal and external user RSVPs (e.g. OSU student is internal, community member is external)?
- 9. Does the solution have an event discovery tool (e.g. a calendar) where students can receive suggestions for upcoming events to students based on previous event attendance, the student's indicated preferences, or other information that is known about the student?
- 10. Is there a way for both students and staff to access something akin to a student-level "involvement portfolio" based on events and co-curricular activities (e.g. internships, experiential learning)?

Student Academics

- 11. Does the solution allow a student to create an academic request (such as an override into a course, change of major, over the limit credit hours, planned academic leave) through a workflow request that would update the SIS?
- 12. Does the solution accept the results of external system reports and then run workflows that can update records and trigger communications?
- 13. Can the solution allow a student to build a list of courses they plan to take as a "program of study", and can those plans validate input and give feedback on program requirements depending on different combinations of major, degree type and level, program, and college, including online and graduate students, from multiple data systems?
- 14. Does the solution support affiliating a student contact record with faculty and staff contact records (e.g. graduate or undergraduate Honors College student committee membership)?
- 15. Does the solution allow for personalization of services, features, and dashboards presented based on attributes of the student? Examples: campus association, fees paid, academic record attributes.
- 16. Does the solution allow for non-technical persons to send surveys to targeted student populations?

Student Finances

- 17. Does the solution support scholarship management from application to award?
- 18. Does the solution integrate with other systems to comprehensively manage scholarships and other university sponsored funding (e.g. grants)?

Communication Campaigns

- 19. Does the solution support sending bulk SMS messages?
- 20. Does the solution support sending and receiving (e.g. 2-way) SMS messages?
- 21. Does the solution support sending bulk and individual push notifications?
- 22. Does the solution support building single-step, multi-step, branching, and drip communication campaigns?
- 23. Does the solution support building single-step, multi-step, and drip communication campaigns that combine multiple notification types including email, SMS, and push?
- 24. Does the solution capture history of two-way communications for each student/student populations in a transparent way for a functional user to work with a student?
- 25. Does the solution track and measure clickthrough data?
- 26. Does the solution provide opt-in/opt-out communication options for single or multiple campaigns or topics (e.g. subscription center)?
- 27. Does the solution provide selection for preferred communication modality or modalities?
- 28. Does the solution allow for creation of messaging or subscription lists by users who are not system administrators? If yes, indicate the applicable roles and required technical expertise (only the yes/no response will count toward scoring).

29. Does the solution support matching of existing contacts through an import process?

User Interface

- 30. Does the solution support at least the WCAG 2.1 Level AA standard in all its web and mobile user interfaces?
- 31. Does the solution support user behavior analytics?
- 32. Does the solution provide a branded native mobile application with feature parity to the web experience, for Android and iOS?
- 33. Does the solution provide a mobile application with feature parity to the web experience, for Android and iOS, for advisors and other full-featured employee licenses to use?
- 34. Does the solution provide a consistent experience across multiple platforms, such as mobile vs. desktop or Mac vs. Windows?
- 35. Does the solution support field-level auto save?

Performance

- 36. Does the solution have machine learning and artificial intelligence capabilities?
- 37. Does the solution provide functions to identify and prevent creating duplicate person records when the data may be integrated from multiple sources?
- 38. Does the solution support resolution of duplicate records?
- 39. Does the solution support the strategy of connecting to other OSU data systems via an integration hub (e.g., Dell Boomi, Mulesoft, etc.)?
- 40. Does the solution require OSU to run or manage any IT infrastructure components?
- 41. Does the solution allow for extract into an external data repository such as a data lake?
- 42. Does the solution provide high availability by being sourced out of multiple geographic regions or datacenters?

Security

- 43. Can the solution be audited to demonstrate compliance with OSU data governance and US/international laws and policies?
- 44. Does the solution support integration with an external identity and access management system to populate roles and access for users?
- 45. Does the solution encrypt data at rest and in transit?
- 46. Does the solution provide options for backup and recovery of data at an individual record level?
- 47. OSU manages student records for students who have been approved to have their records treated as completely confidential (FERPA suppression block). Does the solution support this scenario by providing tighter controls for these students?

48. Does the solution provide a full audit log of actions taken by a user?

Short Answer

For each of the following questions, provide answers that do not exceed one (1) page in length.

- 1. OSU is revising process workflow to orient around its stakeholders (e.g., students). This redesign includes consolidating multiple units' forms to decrease data collection from the stakeholder. Describe the solution's use of forms and other techniques to update both the CRM and external systems. Describe the solution's ability to pre-fill forms from both CRM and external systems. Describe your process to develop initial forms, including field validation, field types, and branding. Describe the requisite technical expertise to build forms in the CRM to accomplish these goals.
- 2. Advisors need a dashboard that displays student data from multiple sources, to use when engaging with students—examples include scholarship/funding information (from multiple scholarship systems or HRIS system for graduate teaching assistants); internship information (from student self-report or unit reported); experiential learning records; student engagement/student affairs records; SIS information; student self-reported interest information, etc. Describe the features that would support this need and whether those features exist out-of-the-box or would require configuration, add-on components, or customization.
- 3. Explain how case management can be used to facilitate student support across a variety of university functions and departments. Address how referrals, tracking support, customization by student type, and role-based access security play a part. Examples of support functions include student conduct, financial support, student health, and others.
- 4. Describe the reporting capabilities available within the solution. Explain how these reports can be included in dashboards. Describe the license levels required for authoring reports. Describe the technical expertise required to author reports.
- 5. How does the proposed solution support student degree progression and milestones? Can the solution be configured differently for different combinations of major, degree type and level, program, campus, and college, including online and graduate students? Describe the features that would support this need and whether those features exist out-of-the-box or would require configuration, add-on components, or customization.
- 6. OSU has a strategic initiative to increase agility in our IT ecosystem. Describe how we can utilize functional experts, training, and existing solutions to minimize technical debt, support a diverse user and constituent base and align our CRM efforts with this strategy. What practices or policies should be implemented to maintain a high level of agility over time?
- 7. Describe how the solution can integrate with document management systems. Consider both reading-from and writing-to the external system (e.g., copy of transfer student transcript to be shown to advisor within the CRM).
- 8. There are frequent data changes in a student record that will trigger a workflow (e.g., a student is placed on academic warning, or needs to be notified about registration opening for next term, or becomes eligible for a GPA-based scholarship). Describe how the solution can be used to develop and manage triggers and workflows, whether the change happens within the system or from imported or fetched data. Describe how a trigger or workflow can be built in the user interface. Describe the skillsets, licenses, and role-based access required to build these tools.

- 9. OSU is a large institution with many departments and colleges: explain how the solution supports managing access in this type of distributed 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 out-of-the-box roles and their access rights as an addendum to the answer that does not count towards the two-page limit for the answer.
- 10. Explain how the proposed solution allows OSU to plan for and manage the growth of ongoing costs: consider factors such as messaging volume and type, data volume, and scale issues.
- 11. Explain how the proposed solution supports OSU compliance with U.S. and international regulations regarding email and SMS communications (e.g. CAN-SPAM and TCPA). Identify features that are out-of-the-box, require configuration, require customization, or require add on components.
- 12. Explain how the proposed solution supports high OSU deliverability for email and SMS messages. Identify features that are out-of-the-box, require configuration, require customization, or require add on components.
- 13. Explain how the proposed solution supports OSU's goal to provide a cohesive student communication strategy/experience. Explain how the solution can assist in scheduling email and other features (e.g. surveys) to prevent the feeling of "email overload" to students. Address best practices for managing surveys. Consider OSU's distributed nature in the answer.
- 14. Can event creators make events that are private, limiting which other event creators or system users can see event attendees? Can those events be set to not attach to student records (e.g. undocumented, LGBTQIAA, assault survivors, etc.)? Similarly, if an event is not marked as private, can a student later opt to not have it appear on their record that shows to most faculty and staff users?

Scenarios

Provide detailed answers to the following scenario questions. There is a two-page (2) limit to the length for the proposed answers. The two-page (2) limit does not include visual aids.

1. Academic Advising Scenario:

<u>Background</u>. OSU colleges use a variety of academic advising methods, tools, and resources. This results in a disjointed student experience. While we expect to continue to see various advising models, we are looking for a solution within the CRM to provide a seamless and equitable student experience that is integrated with other OSU systems and staff roles (see Appendix _: Academic Advising Scenario Vignettes).

Response.

- Explain the student's experience within the CRM and specifically address the following bullets. Include what parts are available out of the box, what requires configuration and what parts would be custom.
 - o How does the solution address the functionality described in the vignettes?
 - o How does the solution create an efficient advising and registration experience?
 - Explain how the solution supports different communication modalities (e.g. phone, email, video conference).
- Explain the advisor experience within the CRM and specifically address the following bullets. Include what parts are available out of the box, what requires configuration and what parts would be custom.
 - How does the solution support efficient advising (e.g. create dashboards/views/alerts from multiple student information systems)?
 - o How does the solution support advising processes (e.g. ability to validate registration)?
 - o How does the solution support analysis to target specific groups (e.g. at-risk students)?
 - o Explain how the solution supports separation of roles (e.g. advising units).

For this response, the following is out of scope for the CRM: forming a graduate committee, graduate faculty status.

2. Event Management Scenario

<u>Background</u>. Event management is a distributed experience across OSU with different units using a variety of methods and tools. This results in a disjointed student experience. We are looking for a solution within the CRM to provide a seamless experience that is integrated with other OSU systems. OSU units and departments regularly hold student-focused events that require extensive event planning, registration management, event management, and post-event analysis (see Appendix _: Vignette 1 and Vignette 13).

Response.

- Explain the student's experience within the CRM and specifically address the following bullets. Include what parts are available out of the box, what requires configuration and what parts would be custom.
 - o How does the solution address the functionality described in the vignettes?
 - o Explain the student experience for in-person, virtual, and hybrid events.
 - O What privacy options does the student have?
- Explain the administrator's experience within the CRM. Include what parts are available out of the box, what requires configuration and what parts would be custom. Address event planning, registration management, event management, and post-event analysis (improving future events).
- Explain how you (the implementer) have managed paid events and payment management with other implementations.

3. Student Self-Discovery Scenario

<u>Background</u>. Students currently navigate multiple tools to conduct any business with the university. While the CRM will be used for a variety of university-to-student outreach scenarios, students will also use the solution for self-discovery of their academic, social, and institutional needs (see Appendix _: Vignette 2). Students will expect strong personalization and a compelling mobile experience. Examples of self-discovery tools include student dashboard, live chat and chatbots, and an authenticated community or social space.

Response.

- Explain the student's experience within the CRM and specifically address the following bullets. Include what parts are available out of the box, what requires configuration and what parts would be custom.
 - o How does the solution address the functionality described in the vignette?
 - How can the dashboard support disabled students using the tool (e.g. screen readers, adaptive equipment, dyslexia, etc.)
 - How does the solution support a student's configuration preferences?
 - o How does the solution support an authenticated student community and social network?
 - o What is your continuous improvement strategy for the student experience?
 - o How do you design the user experience to address "fatigue" concerns (e.g. too much information, difficult to navigate or browse, difficult to keep up-to-date)?
- Explain the administrator's experience within the CRM. Include what parts are available out of the box, what requires configuration and what parts would be custom. Describe the available tools to engage with students (e.g. chatbots, message boards, interest pages, emergency alerts, banners, etc.).

For this response, the following is out of scope for the CRM: engagement with employers, alumni platform.

Partner Assessment

Please answer the following questions around implementation (if proposed).

Track record of success

1. What was the typical size of your CRM implementation at other higher-education institutions? Share a list of comparable sized higher-education institutions and approximate dates of implementation. Include the period of time it took for the full implementation.

Technical skills

- 2. What is your approach to ensuring the customer does not incur unnecessary technical debt? Include details about how you train institutions to set up structures for super users that train functional experts, or other relevant methods.
- 3. What is your approach to balancing out-of-the-box configuration vs. customization where the goal is to limit unnecessary technical debt? Is there a separate cost for customizations?

Industry and Solution Expertise

- 4. Describe how your solutions have been used to transform the student experience at other higher-education institutions. Include specific examples related to R1 institutions, as classified under the Carnegie Classification of Institutions of Higher Education if applicable. How recent are these examples and are they still using the solution?
- 5. How many years have you been providing the solution you're offering?

Local and/or Global Presence

6. Describe a typical implementation experience (steps, timeline, team size, etc.) for an R1 institution of comparable size to OSU.

Culture Fit

- 7. How does your company strive to understand and work within the culture of a higher-education institution?
- 8. Has your company worked with public educational institutions with state and federal requirements that might be different from private institutions?

Business Transformation

- 9. Given the solution you are proposing, what are the FTE and skill sets required to maintain and develop future features with your solution?
- 10. What are the key people and process issues that need to be addressed to achieve the desired student experience?

Training Capability

11. Describe the recommended training program on the solution for the expected types of users. Include details about training for technical staff, functional super users, and end users.

Delivery Model

12. Describe the phases, milestones, and timeline needed to build and deploy a solution. To ensure OSU understands how to budget/allocate its resources, define and describe the roles and time expected from OSU staff working on the implementation of the solution, by project phase. Provide your expected resource plan, detailing the mix of expertise and experience for the assigned resources, and how they plan to backfill resources in the event of unplanned personnel changes.

13. In your experience, what is the requisite number of FTE to support and maintain this solution for an institution of comparable size?

Organizational Change Management

- 14. Based on previous experience, what are the critical technical and process issues that will need to be resolved to build a successful student experience CRM?
- 15. Describe your strategies and process to facilitate and ensure a high-rate adoption of the new tool.
- 16. Describe your successful approaches to bringing units with highly customized solutions into a unified system. Include your experience with managing cultural change.

APPENDIX A Scenario Vignettes

Academic Advising Scenario Vignettes

Vignette - Advising Outreach & Coordinated Action

An academic advisor wants to communicate with all undergraduate business majors assigned to them who are eligible to, but who have not yet registered for next term's classes. By contacting these students, the advisor hopes to help students resolve issues early that may be preventing them from registering for the next term, ideally resulting in better course access for the students, increased term-to-term retention, and fewer stop outs (students who take more than one term off from school). The advisor uses the platform to pull a list of students who meet these criteria on the day between Phase I and II of registration to ensure that no one who is contacted is simply awaiting their Phase I window of registration.

The advisor's list includes information on the types of holds on student accounts. Because different holds affect registration in different ways, the advisor splits up the list into different groups and uses templates to send different messages based on the student situation. The message templates can be customized and appear to come directly from the individual advisor. Students receive this message in the format they selected when they set their communication preferences. Students cannot opt out of advising communications but can choose whether to receive as text, email, or app notification. Because this is a timely matter, the advisor plans to follow-up with a phone call to students who have not responded within 48 hours.

A student receives the message from their advisor (a person whose name they recognize). She also sees this message because messages from the university are strategic and do not come in a barrage. From a list of options for follow up, the student selects the drop-in advising hours available on the following afternoon (Tuesday). Tuesday morning, she receives a message, based on earlier stated preferences, on her student dashboard reminding her of drop-in window times that afternoon.

Also on Tuesday morning, the advisor sees a list of students who indicated interest in drop-in advising that day. They do not know for sure which student will appear, but they spend a few minutes of that day's prep time reviewing the records of potential drop-in students via the advising dashboard. When the advisor accesses the record of this particular student, the advisor can see recent communications sent to student, recent event participation, some basic financial aid & scholarship info available to advisors, hold information, any in progress petitions, and recent notes captured by the student's support team (which might include their success coach, career advisor, other advisors, etc.).

The student shows up during the advisor's drop-in times. During their brief meeting, the advisor and a student discuss a Business Affairs hold that the student has due to an outstanding account balance. While still in the meeting, the student schedules an additional meeting via the platform with the Business Affairs office to discuss steps to lifting the hold. The advisor and student also explore additional resources that might ease some of the student's financial struggles including emergency scholarships from the college, technology to borrow from the library, financial literacy resources, and the food pantry, etc.

The advisor and student can flag these resources in the platform so information about them populates at the top of the student's dashboard. The advisor and student are also able to review and confirm course selections for the upcoming term so as soon as the hold is lifted the student can register for courses. The advisor encourages the student to reach out if they have any difficulty and reminds them that they can easily message or schedule with the advisor via the list of their support team members on the student dashboard.

Vignette - Registration Alerts

A student receives an automated platform message (set up by the Office of the Registrar) one month prior to the start of course registration for the coming term. The message reminds him of the upcoming registration window, related tools, and resources as well as encourages him to connect with his academic advisor(s) ahead of time (if they haven't already) to plan courses. The student receives this message in the format he selected

when he set his communication preferences. Students cannot opt out of communications from the Office of the Registrar but can choose whether to receive as text, email, or push notification. The student has already met with his advisor and has course options at the ready.

The student receives a reminder message via the platform three hours prior to the initial opening of his eligible window to register. Just prior to his allotted time, he accesses his course planner and views his registration status as approved. He opens the registration system and successfully adds courses for the next term. However, one of his registered courses is something he took in the past and earned credit for. This repeated course is flagged, and the student is prompted to make a change (since academic regulations state he cannot earn credit for this same course twice). He replaces this course with another from his course planner and concludes his registration.

Term grades are posted. Due to an earned mark of D+ in a prerequisite course, the student is no longer eligible for the next course in series in which he is registered. He is removed from that course by the Office of the Registrar and receives a message notifying him of the change. Upon receiving said message, the student accesses their student dashboard and schedules for the next available advising appointment for clarity and guidance moving forward. The academic advisor can view recent messages sent to the student in the advisor dashboard. When the student attends their appointment, the advisor is already be aware of the communication from the Office of the Registrar and is ready to explain the prerequisite if needed and to provide options and resources for repeating the previous course.

Vignette - Graduate Student Academic Progression

A doctoral student receives an email targeted specifically to her stating her program of study is due. She saw a similar message previously, but this one caught her attention because it specifies she won't be able to register for next term until her program of study is submitted and approved. She logs into her dashboard and sees the program of study on her checklist. In the checklist, she notices that before she submits the program of study, she'll need to get her prior master's transfer credits reviewed and applied to her records and to select her graduate committee. This information is also available on the graduate program director/coordinator's dashboard. The graduate committee at the doctoral level is comprised of five Graduate Faculty members each serving in a unique, expert role related to her degree and major/minor, with eligibility for each role determined by the Graduate School.

First, the student addresses the transfer credit approvals needed by discussing courses with her major professor (the #1 member of the committee, often referred to as the advisor) and submitting the transfer credit request form. The transfer request form is handled within the CRM: routed for approval signatures to the major professor, then to the graduate program director, and to the Graduate School for final evaluation, approval, and entry into the student record, and shows progress status.

Next, the student asks various faculty to serve on her graduate committee. The faculty members must have Graduate Faculty status, or they will need to be nominated to the Graduate School for it. Faculty members from other institutions can also serve on the committee, but they too, must have Graduate Faculty status at OSU. The Graduate Council Representative, a key member of all research-based graduate committees, is chosen from a list generated by the Graduate School based on specific eligibility criteria. Faculty are nominated for Graduate Faculty status (to become a committee member) by the graduate program coordinator in their program. The submitted nomination, which includes a form and an attached c.v., is routed to the Graduate School for review and approval. Once approved the Graduate Faculty will then appear in the approved roles in the program of study interface for the student to select.

Once the transfer credits have been approved and the committee is formed, the student holds a meeting with her full committee at which they discuss her educational plans and map out a plan for her doctoral coursework and other degree and major/minor requirements that the student will ultimately then enter into her program of study digital form. She is pleased that the form allows her to select her pre-approved transfer work, her completed OSU courses with grades, and add new courses that she has not yet taken. The form adds up her credits in each category and compares her entries against university graduate level requirements, as well as her major- and minor-specific requirements. It also allows her to select her committee members and their roles

that were approved with their Graduate Faculty membership. The form lets her know if she's missed anything based on university, major, or minor requirements, or if there are any problems she needs to address before submission.

Once she submits her program of study form, it routes for review and approval signatures from her graduate program coordinator, her major professor, each of her committee members, her graduate program director, and the Graduate School. If anyone declines to sign, she will get a notice about the reason why and that she needs to make certain changes before submitting it again. After her program of study is fully approved, the student and all reviewers/signers receive a copy, and the form itself is added to her student records. The student is glad to have her program of study done, because it will serve as her roadmap for future course planning and other degree requirements.

Event Management Scenario Vignettes

Vignette - Getting Involved & Event Participation

A student is interested in getting more involved at OSU. She pulls up the student dashboard on her smartphone and navigates to the campus events and involvement section. Here, she is prompted to complete her interest profile where she indicates interests in badminton, salsa dancing, animals, microbiology (her major), and undergraduate research. The student uses the search feature to generate a list of groups, events, and activities connected to these interests. Listings for the badminton club and a community service opportunity with the animal shelter interest her so she flags these to follow up on later.

Meanwhile, the undergraduate research coordinator is planning an event to help new students learn how to get started with undergraduate research. He pulls up a list of first- and second-year students on the Corvallis campus who indicated interest in undergraduate research and sends them an invitation to the event via email, text, or push notification (depending on the communication preferences students selected in their dashboard). The student receives a push notification about the upcoming event. She registers for the event and adds it to her calendar app. The day of the event the student receives a reminder via text with the location and details of the event. She attends the event and swipes her student ID card at the door to sign in. After the event, the student receives a feedback survey that the coordinator sent to all the students who attended.

The student's involvement portfolio now lists the undergraduate research event along with the history of all other activities she has participated in at OSU. She can hide or remove the event from her portfolio if she chooses. The student sees future opportunities featured in her dashboard that are related to the undergraduate research event as well as the other interests in her profile. If she later decides not to pursue undergraduate research, she can toggle this interest off. Faculty and staff who make up the student's support team, such as her advisor, academic counselor, and residence hall director, can also view her involvement portfolio at differing levels of detail according to their access level. They use this information on an individual level to encourage the student and connect her with relevant opportunities and on an aggregate level to plan future events to align with the interests of many students.

Vignette - Internship Search and Career Events

A sophomore digital communication arts student wants to find an internship related to her major. She enters Handshake where she fills out a profile with her skills, the types of jobs she's looking for, the industries she's interested in and the area where she wants to work this summer and that she is open to receiving communications from potential employers. The Handshake auto-matches her with available internships. Via integration between Handshake and the CRM, the student receives text alerts about application deadlines for these jobs, as well as alerts when a new job that matches her skill set becomes available.

Based on her responses to the career profile, she also automatically receives a list of resume/interview/job prep resources from the Career Development Center, including the opportunity to meet one-on-one with a peer advisor for help. Since she hasn't had any luck with the internships she has applied for so far, she schedules an appointment with a Career Assistant to go over her resume. The career assistant reviews her CRM student profile in advance and can see clubs she is involved in, events she has attended, and volunteer activities she has participated in. During the appointment, they suggest ways she can improve her resume by adding the

experience she gained when she helped plan and publicize an event for her residence hall council during her freshman year, as well as her volunteer work helping organize a holiday gift program through Community Engagement & Leadership. After the appointment, the Career Assistant adds notes to the student's profile mentioning what they talked about.

Meanwhile, a Career Advisor is planning a workshop titled "How to Find your Summer Internship Now." He can access a list of students who have indicated an interest in summer internships or have recently had resume review appointments but have not yet been flagged as receiving a summer internship. He uses the CRM platform to invite the student to the workshop. The student has a class conflict at that time, but registers for the event via the platform anyway. The student automatically receives a list of tips and resources related to internship searches, and notices that conducting informational interviews with professionals is one of the recommended strategies for finding an internship. She contacts the Career Advisor asking how she might go about setting up an informational interview, and he responds with some sample language she could use in an email, plus a reminder about the OSU alumni she can see in her student profile who are available to connect with.

Because she has indicated in an integrated system that she is looking for internship opportunities and is open to working with non-profits, the CRM automatically sends her an invitation to the Non-Profit and Public Service Fair happening on campus the following week. She registers for the event via the platform. Based on privacy settings the student has the opportunity to control, employers who have booths at the fair are able to see in Handshake in advance the students who have registered and resumes they have uploaded. Because the student has indicated that she's open to being contacted, a recruiter from a food bank in Gresham sends her an email and invites her to stop by his booth at the fair. The day before the fair, the system sends her a text reminder about the hours of the fair and a link to a list of employers who are coming. The student attends the fair in the Memorial Union ballroom and swipes in with her student ID card at the entrance. She hands out copies of the updated resume she worked on and collects business cards from half a dozen organizations who are looking for students in marketing and website design.

After the fair, Career Development Center staff can create custom reports on the students who registered and attended the fair along with their aggregated demographics to improve the event in the future and share with employers who attended. After attending the fair, the student receives an automated message from the Career Development Center with advice on next steps after attending a networking event, including sample language for follow-up correspondence, plus links to an online interview practice tool and lists of common interview questions to prepare for. She sends follow-up emails to the Gresham Food Bank as well as the Oregon Humane Society and is invited to interview at both. She gets her roommates to do practice interviews with her using the sample questions she received and goes to both interviews feeling confident and prepared.

She winds up getting jobs offers at both organizations but isn't sure which she should choose. Since she now has some professionals whom she feels comfortable reaching out to for career advice, she emails the OSU alumnus she did the informational interview with, as well as the career advisor who put together the Summer Internship workshop. Both respond with practical tips on things to look for in an internship, and the student ends up accepting the internship at the Gresham Food Bank, because the proposed job duties give her the opportunity to develop a wider variety of skill sets than the internship at the Humane Society. Once she has accepted, she changes her career profile to show that she is no longer currently looking for summer 2022 internships so that she won't continue to get outreaches or alerts for summer jobs.

Student Self-Discovery Scenario Vignette

Vignette - Student Seeking Assistance & Accessing Resources

It is week 2 of fall term, a student is feeling lost in her courses and isolated on campus. She accesses the student dashboard. She sees information about herself and her current courses, along with a listing of key offices and related points of contact (her college office, her academic advisor, her financial aid advisor, a success coach). She also sees a broader, more comprehensive list of campus resources that can be filtered based on interest, need, or location, but she is not sure where to start.

The student locates a "help" button on the dashboard. This opens a chatbot which asks the student questions about what she needs help with. The student indicates needing help with study skills and getting connected to campus. She receives a targeted list of related resources with contact information and from this list selects her resident assistant with whom she feels comfortable and the Academic Success Center for follow-up. The student schedules an appointment with her resident assistant through the platform and adds it to her calendar.

The upcoming appointment shows on her student dashboard. Because she had previously set her preference for text messaging, she also receives confirmation to her phone. She also sees a text from the Academic Success Center following up on her indication of interest and sharing links to study skills resources.

During her appointment, her resident assistant recommends she connects with one of her current course instructors and helps her find the location and available times of the faculty office hours via the student dashboard. The student and resident assistant also discuss a variety of ways to get connected on campus. After the meeting the student receives a summary with links to the resources discussed.