



**REQUEST FOR PROPOSAL
No. P-2023-009881-JK**

Professional Employer Organization (PEO) Services

CLOSING

October 20, 2022 (4:00 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.....September 22, 2022
- Deadline for Requests for Clarification or Change.....October 3, 2022 (9:00 am, PT)
- Closing.....October 20, 2022 (4:00 pm, PT)

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

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

1.04 ADMINISTRATIVE CONTACT

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

1.05 DEFINITIONS

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

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "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 professional employer organization (PEO) services.

2.02 BACKGROUND

OSU currently employs fewer than 200 employees working outside the state of Oregon and fewer than 100 employees working outside the US, although we expect these numbers to increase. We are seeking professional employment organization(s) services to assist us with consultation, implementation, and compliance for employees working from locations outside of Oregon and the US.

As a result of these services, OSU hopes to ensure prompt, accurate consultation on costs and implications for supervisors to inform hiring decisions, efficient turnaround once a decision to hire is made, including co-employment or employer of record where applicable, and ongoing management of all associated matters related to local compliance. We will rely on our service provider for consultation and costing related to employment actions, and general context and guidance related to having employees in other states in the US or international locations.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

3.0 STATEMENT OF WORK / SAMPLE CONTRACT

3.01 SAMPLE CONTRACT

A sample contract containing contractual terms and conditions is included at Exhibit A. It is anticipated that the initial contract term will be for one (1) year with options to renew annually.

3.02 STATEMENT OF WORK

At this time OSU is interested in, but not limited exclusively to, the following services:

Consultation	For any inquiry related to an OSU employee working outside Oregon or the US, OSU expects consultation on: <ul style="list-style-type: none">• Local wage and other associated cost differences from Oregon/US such as minimum wage and prevailing wage rates• Applicable taxes and fees• Workers' compensation and other jurisdiction-specific statutory benefits• Discipline and termination requirements• Human resources• Payroll• Labor and employment law
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	<ul style="list-style-type: none"> • Safety requirements • Any other regulatory requirements, such as a registration with a Secretary of State Office or a Ministry of Education <p>Additionally, for internationally-located employees only:</p> <ul style="list-style-type: none"> • Exchange rates • Health care and social safety net benefits • Other required and voluntary benefits as applicable • Work authorization considerations, if any • Safety/risk considerations • Opportunities/risks related to represented employees associated with PEO serving as co-employer or employer of record
Implementation	<p>For employees located inside the US, but outside of Oregon, OSU anticipates they will be employees of Oregon State University and have access to employee benefits including health insurance and voluntary benefits.</p> <p>The Proposer would perform the following services for those employees outside Oregon:</p> <ul style="list-style-type: none"> • Registering employee with local authorities (social security, labor department, etc) as appropriate • Payment of local taxes • Invoicing OSU, record-keeping, billing cycles • Timely response to inquiries from OSU • Payroll reporting as requested and per state residency and taxation requirements (timekeeping, reporting hours, job costing, or other reporting of payroll costs) • Provision of applicable annual employment forms • Provide assistance in helping resolve any legal issues regarding HR matters, including compliance with all applicable local laws and benefit requirements • Provide management and implementation of voluntary and jurisdictionally required benefits. <p>For employees working outside the US, or for whom the PEO is co-employer or employer of record, the Proposer would perform the following services:</p> <ul style="list-style-type: none"> • Administering payroll, taxes and all applicable in-country payments • Health insurance as applicable • Management of all other statutory and voluntary benefits; including workers compensation benefits or the location-specific standard for employee injury compensation • Employee screening and contracts • Timely response to inquiries from employees • Support for employee offboarding and compliance with local requirements (Work in conjunction with OSU to apply disciplinary procedures to hired staff) • Screening for visa and work authorization issues and implementation support if requested

	<ul style="list-style-type: none"> • Collaboration with OSU Export Compliance Officer and Governance, Risk, and Compliance Manager to ensure compliance with applicable laws and regulations • Financial responsibility and claim handling for any employee injury or liability claim associated with the employee.
Compliance	Proposer would provide OSU with quarterly updates on applicable local laws or other dynamics that could affect workflow, including, but not limited to, a list of statutory benefits for each country. PEO will provide high priority and risk updates promptly.
Systems integration and data access	<ul style="list-style-type: none"> • Proposer will ensure that OSU has appropriate access to data systems or reports on OSU employees served under the Contract. • Ideally the PEO system will integrate with OSU systems via a Single Sign-On (SSO) process. • PEO will be knowledgeable of and comply with any applicable data protection laws.
Transitioning current employees	Provide transition services for current employees working outside of Oregon or outside of the US, including considerations for the best employee experience, continuation of benefits, vesting, and maintenance of records.

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.

- Firm with at least three years providing the goods or services requested under this RFP.
- Firm with knowledge of and compliance with the data security and privacy regulations applicable for employees' resident countries.
- Firm with core values, work style and principles that align with OSUs mission, vision and goals.
- Firm that can meet or demonstrate they will meet or exceed insurance levels as called out under the sample contract in Exhibit A.
- Firm must be able to pass an OSU Security Review to be awarded a Contract in order to handle sensitive or confidential OSU data as would be contained in an external data system.

4.02 PREFERRED QUALIFICATIONS

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

- Firm with experience providing the good or services requested under this RFP to higher education institutions.

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 satisfy the Statement of Work described in section 3 including the following detail:	<input type="checkbox"/>
A concise narrative as to how your firm will provide the services listed in section 3 (include backup material as applicable to demonstrate your ability to meet these services).	<input type="checkbox"/>
Provide an overview of timelines for delivery of these services (implementation).	<input type="checkbox"/>
Provide an overview of how your data systems can integrate and share information with OSU systems, including whether our employees can use OSU single sign-on to access PEO services.	<input type="checkbox"/>
Describe what access or visibility designated OSU employees will have into the PEO data systems for our own employees.	<input type="checkbox"/>
Provide a detailed description of how you propose to transition employees currently working outside the state of Oregon or outside the US, including considerations for the best employee experience, continuation of benefits, vesting, and maintenance of records.	<input type="checkbox"/>
Detailed information about how the Proposer meets the Minimum Qualifications described in section 4 including the following detail:	<input type="checkbox"/>
Provide an overview of the length of time your organization has been providing these services, as well as your core values, work style with clients, and the principles you bring to bear on your work with both employees and employers.	<input type="checkbox"/>
Provide an overview of your knowledge and historical compliance with data security and privacy regulations applicable for employees’ resident countries.	<input type="checkbox"/>
List all countries you can operate in and breadth and length of experience in each country.	<input type="checkbox"/>
Provide confirmation of insurance levels or attestation that you will be able to meet insurance levels as called out in sample contract in Exhibit A.	<input type="checkbox"/>
Detailed information about how the Proposer meets the Preferred Qualifications described in section 4 including a list of higher education institutions you have provided similar services to in the past and for how long.	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Pricing	<input type="checkbox"/>
Exhibit E: Security Assessment (HECVAT)	<input type="checkbox"/>

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 03-015, Sec. 5.20.

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the competitive range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	45
Proposer's qualifications	30
Price of the goods or services	25
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 ($450/500 \times 20$)

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

6.03 NEGOTIATIONS

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

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

6.04 INVESTIGATION OF REFERENCES

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

6.05 CONTRACT AWARD

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

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

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

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 03-015, Sec. 5.20.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

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

7.05 ADDENDA

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

7.06 PREPARATION AND SIGNATURE

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

7.07 PUBLIC RECORD

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

7.08 SUBMISSION

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

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

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires on (OPTION 1) [insert date]. (OPTION 2) the later of [insert date], or the date Contractor has completed all services in accordance with the requirements of this Contract, and the services have been accepted by OSU. (OPTION 1) OSU has the option to extend the term of this Contract for [insert number of renewals both spelled out and (number) format] additional [insert length of renewal terms both spelled out and (number) format] terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract. (OPTION 2) This contract will automatically be extended for [insert number of renewals both spelled out and (number) format] additional [insert length of renewal terms both spelled out and (number) format] terms based on the current terms and conditions unless OSU, at its sole option, elects not to extend the Contract by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. 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 funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice 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. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract:

B. (OPTIONAL CLAUSE:) KEY PERSONS.

Contractor and OSU agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services ("Key Person"). Each of the following is a Key Person under this Contract:

[List name and title and identify the specific services each Key Person is required to perform under this Contract.]

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

C. 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 pursue any of the remedies for Contractor's default detailed in that Section above.

D. BUSINESS REVIEWS.

Contractor will participate in Business Reviews as requested by OSU Procurement, Contracts, and Materials Management. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

3. COMPENSATION:

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$[insert total amount of contract].

A. METHOD OF PAYMENT FOR SERVICES.

TBD

B. BASIS OF PAYMENT FOR SERVICES.

TBD

C. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

D. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

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

E. (OPTIONAL CLAUSE) PRICE ESCALATION.

Pricing shall remain the same throughout the initial term of the Contract. Contractor may negotiate pricing for subsequent extension terms after the initial term. Contractor shall submit in writing any proposed increase in pricing to OSU for consideration at least sixty (60) days prior to the expiration of the Contract. Contractor must provide documentation in support of the request. Price increases accepted by OSU will remain the same for the entirety of the extended term.

F. (OPTIONAL CLAUSE) TRAVEL EXPENSES. Unless otherwise stated in the scope of work, Contractor shall make and pay for their travel arrangements in performance of the Contract. For all contract travel itineraries, Contractor shall obtain pre-approval by OSU prior to execution of travel. Contractor's travel expenses must be reasonable and economical in order to maximize the contract value. Any air transportation to, from, between, or within a country other than the United States must be in accordance with the Fly America Act (49 USC 40118). Travel expenses are included in the sum not-to-exceed amount indicated in this Contract. Unauthorized travel expenses or those not included in the sum not-to-exceed amount will not be reimbursed. Travel expense receipts are not required with invoices. Travel expenses must be included collectively as a separate line item on invoices. Receipts must be retained by Contractor and available for audit at any time during the term of the contract and for three years from the date of Contract expiration. Contractor's request for reimbursement of expenses must be submitted on an invoice within 90 days after the date the travel has been completed. Expenses submitted after the 90 days will not be reimbursed.

4. 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 agreement, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall be a minimum of \$1,000,000 combined single limit per occurrence.

C. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS.

Contractor shall provide Oregon State University with proof of coverage for Professional Liability/Errors & Omissions insurance covering any damages caused by any negligent error, omission, or any act. Coverage limits shall be a minimum of \$2,000,000 per claim and \$2,000,000 aggregate.

D. EMPLOYMENT PRACTICES LIABILITY.

Contractor shall obtain, at Contractor's expense, and keep in effect Employment Practices Liability insurance covering any damages caused by wrongful acts arising from the employment process, including, but not limited to wrongful termination, sexual harassment, discrimination, retaliation, and defamation. Coverage limits shall be a minimum of \$2,000,000 per claim and \$2,000,000 aggregate.

E. 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".

F. WORKERS' COMPENSATION.

The Contractor must provide and maintain for all employees of the Contractor Workers' Compensation insurance as required by the laws where an employee engages in Work. The Contractor is responsible to ensure that each Subcontractor who directly or indirectly provides services under this agreement have Workers' Compensation insurance for Subcontractor's subject employees. 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. The Contractor shall endorse its Workers' Compensation policy with an alternate employer endorsement in favor of Oregon State University.

G. CYBER LIABILITY OR PRIVACY AND NETWORK LIABILITY INSURANCE.

The Contractor must provide and maintain 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 agreement 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 agreement is completed.

H. PRIMARY COVERAGE.

Insurance carried by Contractor under this agreement shall be the primary coverage and non-contributory.

I. 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.

J. 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.

K. 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.

L. "TAIL COVERAGE".

If any of the required liability insurance is arranged on a claims-made basis, tail coverage will be required at the completion of the Agreement for a duration of 36 months. Consultant will be responsible for furnishing certificates for "tail coverage" as described or continuous claims-made liability coverage for 36 months following the end of the Agreement. Continuous claims-made coverage will be acceptable in lieu of "tail coverage", provided its retroactive date is on or before the effective date of this Agreement.

5. INDEMNIFICATION:

A. INDEMNITY.

- a. Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

B. DEFENSE.

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. 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 paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.
- B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.
- a. The parties shall at all times comply with all applicable 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. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) 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.
- C. FEDERALLY REQUIRED PROVISIONS.
- a. 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.
- b. 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.
- c. 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).
- d. 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.
- e. COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>
- f. 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.
- g. 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.

- h. 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).
- i. 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."
- j. 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.

D. PUBLIC RECORDS LAW NOTICE.
OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311 to 192.478).

E. 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 ch. 437, for the products subject to this provision.

F. EXPORT CONTROL.
The Parties agree to comply with all applicable U.S. export control laws and regulations in the performance of this agreement. Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, products, 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, or any of its students, faculty, or staff with any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations or the International Traffic in Arms Regulations, and if so, will provide the applicable Commerce Control List number(s) or U.S. Munitions List number(s). Neither party will export or reexport controlled items or technologies without first obtaining any necessary export licenses or other government approval such as qualifying for exemptions or license exceptions. Contractor will not at any time take any action which would cause OSU to be in violation of any such laws, orders and regulations.

G. FIREARMS POLICY.
OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

H. 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 obtained through OSU's Office of Transit & Parking Services.

I. SEXUAL HARASSMENT POLICY.
OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

J. SMOKING POLICY.
OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

K. WEBSITE ACCESSIBILITY.
If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

7. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.
In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO 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

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.
Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.
No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following 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. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. 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 under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. 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. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.

b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

<u>OSU Contract Administrator</u> OSU PCMM ATTN: [Contract No.] Contract Administrator 644 SW 13 th Street Corvallis, OR 97333 Telephone: (541) 737-4261 Fax: (541) 737-2170 E-mail: pacs@oregonstate.edu	and:	<u>OSU Departmental Administrator</u> [Name] [Address] [City, State, Zip] Telephone: [Phone Number] Fax: [Fax Number] E-mail: [E-Mail Address]
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CONTRACTOR Contract Administrator
[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or

event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. *(OPTIONAL CLAUSE: Include the following only if Contractor agrees in Exhibit B - Certifications, Section IV. Permissive Cooperative Procurements.)* PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

N. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

O. 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.

P. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

Q. MERGER.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

8. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;

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.

**EXHIBIT B
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

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

SECTION II. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION III. PERMISSIVE COOPERATIVE PROCUREMENTS

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

agrees

disagrees

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

Authorized Signature: _____

Date: _____

Name (Type or Print): _____

Telephone:(____)_____

Title: _____

Fax:(____)_____

FEIN ID# or SSN# (required): _____

Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

Corporation

Partnership

LLC

Sole Proprietorship

Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**EXHIBIT D
PRICING**

Proposer must provide pricing detail and may use their own form to do so. Pricing should be a separate section of the Proposal and clearly distinguishable.

At this time, OSU seeks pricing plans that allow for hiring units to bear all costs, but we are open to seeing other pricing models for future consideration. Proposers are encouraged to identify and price additional service offerings not listed in the Statement of Work, but which Proposer can provide.

Proposer shall state all fees required to perform the Services outlined in the Statement of Work. The fee pricing should be inclusive of the following:

- Consultation services
- Implementation services
- Compliance services
- System integration and data access services
- Transitioning services
- Other- any other costs or fees not outlined above
- Any applicable discounting available

**EXHIBIT E
SECURITY ASSESSMENT (HECVAT)**

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

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

Higher Education Shared Assessments Confirmation		Vendor Answers	Additional Information	Guidance
By completing the Higher Education Cloud Vendor Assessment Tool, cloud service providers understand that the completed assessment may be shared among higher education institutions. Answers to the following statements will determine how this assessment may be shared within the Higher Education community. Shared assessment sharing details can be found on the "Sharing Read Me" tab.				
HESA-01	I understand the goal of Higher Education Shared Assessments and that the completed Higher Education Cloud Vendor Assessment Tool may be shared with other higher education institutions, based on the following selections.			
HESA-02	Add this completed assessment to a list of Higher Education assessed service providers, with contact information for service providers. No answers are shared; it is a list stating vendor, product, version, and service provider contact information.	Yes; OK to List	Scope: Higher Education Institutions Only	
HESA-03	This completed assessment (with vendor answers intact) can be shared within Higher Education institutions.	No; Sharing Disallowed	Scope: Higher Education Institutions Only	
HESA-04	The security report created by this Higher Education institution, after evaluating this assessment, can be shared within Higher Education institutions.	No; Sharing Disallowed	Scope: Higher Education Institutions Only	
Instructions				
Step 1: Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. Step 2: Submit the completed Higher Education Cloud Vendor Assessment Tool - Lite (HECVAT-Lite) to the Institution according to institutional procedures.				
Documentation		Vendor Answers	Additional Information	Guidance
DOCU-01	Have you undergone a SSAE 16 audit?			
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?			
DOCU-03	Have you received the Cloud Security Alliance STAR certification?			

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

HLAP-01	Can user access be customized to allow read-only access, update access, or no-access to specific types of records, record attributes, components, or functions?			
HLAP-02	Describe or provide a reference to how user security administration is performed?			
HLAP-03	Select the controls that are in place to secure their remote environment and connection to institution data.	select all that apply, for Other answer under additional info <input type="checkbox"/> role based <input type="checkbox"/> Citrix <input type="checkbox"/> multi-factor <input type="checkbox"/> Other		
HLAP-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?			
HLAP-05	Does the system provide data input validation and error messages?			
HLAP-06	Do you employ a single-tenant or multi-tenant environment?			
Authentication, Authorization, and Accounting		Vendor Answers	Additional Information	Guidance
HAAA-01	Can you enforce password/passphrase complexity requirements [provided by the institution]?			
HAAA-02	Select the types of authentication, including standards-based single-sign-on, that are supported by the web-based interface?	select all that apply, for Other answer under additional info <input type="checkbox"/> SSO <input type="checkbox"/> InCommon <input type="checkbox"/> Shibboleth <input type="checkbox"/> Other		Include user-end and administrative authentication types.

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

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

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

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

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