



**REQUEST FOR PROPOSALS (RFP)
Mass Email Solution**

RFP #19204

**ATTENTION POTENTIAL
PROPOSERS!!**

IMPORTANT NOTICE

Responsibility of Each Vendor Participating in the Proposal Process:

It will be the responsibility of each participating Vendor to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's responsibility to notify participating Vendors by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows.

Web Link:

<http://www.ous.edu/bapp/bopps/index/pspsu>

All proposal questions and inquiries must be sent by email to contract@pdx.edu. The subject line of the email must state the following: 'RFP #19204, Mass Email Solution'. Any questions and inquiries that are not so submitted and identified will not receive a response. Any questions regarding this RFP that are sent to any PSU employee may result in the vendor's proposal being disqualified.

RFP Data

Commodity Title:	Mass Email Solution
Solicitation Officer:	William C. Terry
Phone/Fax:	503-725-9869/503-725-7873
Email:	contract@pdx.edu
Date Issued:	April 10, 2012

RFP Proposal Deadline for Receipt by PSU Purchasing & Contracting Office

Day/Date: April 30, 2012
Time: 3:00 p.m., Pacific Daylight Time (PDT)
Location/Address: PSU Purchasing & Contracting Office
(hand deliver proposals here) University Center Building (UCB), Room 465
527 SW Hall Street
Portland, OR 97207

Mailing Address: Portland State University
Purchasing & Contracting Office
PO Box 751 – PUR
Portland, OR 97207-0751

Overview

The State of Oregon, acting by and through the State Board of Higher Education on behalf of Portland State University (PSU), is looking for a Mass Email Solution provider. Responses to this RFP will be evaluated by a Committee using the criteria described in Section 3, "Evaluation Criteria," of this RFP. This RFP represents PSU's good faith effort to detail our specifications and requirements for the mass email solution that will best meet PSU's needs at the best value to PSU. While price certainly will be one of the factors considered, other important criteria as detailed herein will also be included in the overall evaluation of responses to this RFP.

Contract Term

The initial term for the contract awarded pursuant to this solicitation will be for a period effective from the date of contract signing and extending for three (3) years, with an initial option to renew for additional terms at PSU's sole discretion. PSU, at its sole discretion, may choose to amend any ensuing contract for maintenance and upgrades, or continuance of the contract.

Cooperative Purchasing

All Oregon University System (OUS) institutions and other public agencies may utilize any contract(s) awarded as a result of this Request for Proposal. The OUS institutions and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the OUS institution and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor's obligation to Portland State University. PSU makes no representation or guarantee as to the volume of such additional purchases. It is currently intended that Portland State University will be entering into a contract with the apparent successful respondent to this RFP.

PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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Schedule of Events

These dates are for reference only; we may change these dates at PSU's discretion. We will post any changes on the OUS website if any schedule dates change.

Issue RFP 19204 to potential proposers	April 10, 2012
Deadline for proposer inquiries, request for changes or protest of specifications	April 17, 2012
Deadline for PSU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	April 23, 2012
Proposals due*	May 3, 2012
Proposer On-Site Presentations/Demos (Finalists Only)	TBD
Evaluation Period Ending	May 31, 2012
Anticipated notice of Intent to Award	June 8, 2012
Deadline to protest award(s)	June 15, 2012
Anticipated date of contract(s) execution (no later than)	June 22, 2012

*** Proposals must be received by the PSU Purchasing and Contracting Office no later than 3:00 p.m. PDT (Pacific Daylight Time) on this date.**

Background

Portland State University (PSU) is a dynamic, growing institution within the Oregon University System (OUS). The mission of Portland State University is to enhance the intellectual, social, cultural and economic qualities of urban life by providing access throughout life to a quality education for undergraduates and an appropriate array of professional and graduate programs especially relevant to metropolitan areas.

Located in the heart of downtown Portland, PSU serves a population of approximately 28,000 students. The university employs approximately 3,500 full- and part-time staff and faculty. Over 50 separate departments and academic offices work together to provide comprehensive services to our students.

Currently PSU utilizes different providers to send mass email to the campus users as well as off campus. PSU also utilizes an internal email system to send non- HTML email to campus users. This internal tool doesn't have the capability to send graphics, attachments, HTML email, nor does it has the other features that are described in the requirements section.

As PSU grows in its enrollment and sees a significant increase in the type of electronic communication and the type of analytical requirements needed, PSU recognizes the need to identify a vendor who can provide the different elements described in the requirements section.

Section 1: Instructions to Proposers

All Proposals submitted in response to this RFP are subject to the provisions and requirements of all applicable Oregon Revised Statutes (ORS), Oregon Administrative Rules (OAR), Federal, State and local laws and ordinances as well as applicable policies and procedures of the Oregon State Treasury, the Oregon University System and Portland State University. **Vendors must be fully compliant with the provisions of the State of Oregon Identity Theft Protection Act.**

- 1. Right to Reject:** PSU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.
- 2. Preparation Costs:** PSU shall not be liable for any costs incurred by proposers in the preparation of proposals to this RFP, including any meetings and demonstrations that may be required or requested.
- 3. Questions or Requests for Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and

received no later than the date and time listed in the Schedule of Events to the name and address listed on the cover page of this RFP. Proposers must note that PSU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline to do so has passed. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Requests for Changes, listed in the Schedule of Events.

PSU reserves the right to reject proposals from respondents that raise any objections to the terms and conditions of this RFP after the deadline date for Requests for Changes. Proposer's proposed agreements, including proposed supplemental terms and conditions may be considered by PSU at its sole discretion.

PSU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP and post the amendment on the OUS website under this RFP.

Envelopes or emails containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- RFP #19204 Specification (or Contract Provisions) Question;
- RFP #19204 Request for Change (or Protest);
- Date Submitted.

Instructions for emailed responses are provided previously within this document.

4. Submittal Location: Requests for RFP specification or contract provision change, protest or clarification must be submitted to the following email address: contract@pdx.edu or by mail or hand delivery to the solicitation officer identified in this document. Any such requests sent to anyone but this person will not be considered. Such requests may be submitted via email, or first class mail, provided the method of transmission provides for a return receipt to sender.

5. Change or Modification Addenda(s): Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be posted on the Oregon University System (OUS) website. Only documents posted by the PSU Purchasing & Contracting Office will serve to change this RFP in any way. No other direction received by the proposer, written or oral serves to change this RFP document.

Proposers are not required to return addenda with their RFP proposal. However, proposers are responsible for making themselves aware of, and obtaining and incorporating any changes made in any addenda issued into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

6. Proposal Preparation and Submission: Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment.

Proposers shall submit **ONE (1) ORIGINAL** of both Proposal pages and Pricing pages, and **five (5) photocopies** of each of these same pages which shall be transmitted in a manner so that it is received by the PSU Purchasing and Contracting Office by the RFP Proposals Due date to the location listed on the cover page of this RFP. The original Proposal and Pricing shall both be marked "ORIGINAL". Pricing **MUST** be separate, and not submitted as part of the written Proposal.

Proposals must be submitted in the format outlined in this Request for Proposal in exact order of each item within the RFP. Proposals that do not follow this response format may be rejected as non-responsive by the University.

Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by an authorized representative of the Proposer. The person signing the RFP shall initial alterations or erasures in ink. The original proposal submitted by a proposer must bear an original signature. Failure to submit a proposal bearing an original signature will result in rejection of the proposal. No oral, telegraphic, telephone, e-mail or facsimile proposals will be accepted. Proposals, including pricing, must not be submitted in three ring binders or with any binding that cannot be easily removed. Combining or large clips are recommended. It is also recommended that proposals be printed on 100% recycled paper. Proposals must not include any tabbing or glossy paper, must be printed two sided, and it is recommended that graphics be kept to a minimum. Only those graphics essential to the proposal should be included.

Respondents must also submit one electronic copy of the complete Proposal on one CD in a pdf format, and one electronic copy of the Pricing Proposal on a separate CD in a Microsoft Excel format. Each CD should be clearly marked with the respondent's company name and identified as "Proposal" and "Pricing Proposal".

PSU, in its sole discretion, may determine that a proposal is non-responsive if the proposal and pricing are not submitted on separate CD's in the required identified format.

Proposers must include a cover sheet that identifies the company name, the company's primary and secondary contact person for the Proposal, and corresponding email, phone, and fax numbers. Please also include your company's web address.

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and the time RFP proposals are due. Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal", with the name of the vendor submitting the proposal clearly identified on each page of the pricing proposal. **One original and five (5) copies of the pricing proposal must be submitted.** Pricing information must not be included with the rest of the proposal in any manner whatsoever. **Failure to completely separate pricing from the rest of the proposal may result in rejection of the proposal.**

Proposals and pricing information must be received and time-stamped by the PSU Purchasing & Contracting Office (unless otherwise specified) prior to the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and upon rare occasion loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection. The Proposer shall also name its Contract Administrator by stating the name, title, e-mail, and phone number of the person who is assigned the responsibility of answering questions and resolving problems for the Proposer.

7. Public Records: This RFP and one copy of each original Proposal received, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a Proposal contains any information that is considered a trade secret by the Proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret or includes confidential or proprietary information under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret, proprietary or confidential and must be open to public inspection. Proposers are requested to mark only specific pages or text in their proposal considered a "trade secret, proprietary or

confidential” under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential, proprietary or a trade secret will be rejected.

8. Information Submitted: Proposers are cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the Proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.

9. Evaluation Criteria: Any contract resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.

10. The Evaluation Process: All proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. This committee will determine the extent to which the Proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:

a.) Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those Proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those Proposals that do not meet all requirements.

b.) The selection of “finalist” Proposer(s) will be determined by the evaluation committee independently scoring the Proposals and then combining the scores and pricing information to determine the overall Proposal score.

c.) Vendors may be invited to make a presentation in support of their Proposal. Such presentations will be made to the evaluation committee.

d.) The findings of the evaluation committee will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Purchasing and Contracting Department.

e.) The PSU Purchasing & Contracting Department will review the recommendation and approve or reject the evaluation committee's selection.

11. Investigation of References: PSU reserve the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any proposal or to reject all proposals at any time prior to PSU's execution of a contract in the event proposer's reference checks prove unsatisfactory.

12. Consideration of Past Performance: PSU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.

13. Reservation of Rights: PSU has the right, and reserves the right to refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PSU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer 15 calendar days to respond in writing. Following such response, PSU, in its sole discretion, may reject the proposal as provided in the referenced administrative rules.

14. Post-Selection Review & Finalists: Unless this RFP is canceled, after PSU opens all timely-received proposals, PSU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP. PSU may rank the proposals to determine the "finalist" proposers. Finalists will be those highest-ranked responsive proposers after evaluation of the proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. At its sole discretion, PSU may invite finalist proposer(s) to visit PSU in person for a presentation.

PSU reserves the right to select the proposal(s) based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposal(s) do vary significantly, PSU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

After receiving the evaluation summary PSU Purchasing & Contracting Office will name one or more apparent successful proposer(s) and announce its Intent to Award to one or more of these proposer(s). Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. PSU shall post on the OUS website the Intent

to Award and the identity of the apparent successful proposer and proposers shall be given seven (7) calendar days to review the RFP file and evaluation report in the PSU Purchasing & Contracting Office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the PSU Purchasing & Contracting office within seven (7) calendar days after the date of the Intent to Award posting identifying the apparent successful proposer(s). Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and:

a.) reject all protests and proceed with final evaluation of the apparent successful proposer(s) and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; OR

b.) sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer or proposers; OR

c.) reject all proposals and cancel the procurement.

15. Negotiations and Best and Final Offer: Pursuant to OAR 580-061-0155, PSU reserves the right to select the vendor that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so. PSU additionally reserves the right to negotiate with vendors pursuant to OAR 580-061-0155.

16. Negotiation of Final Contract: PSU has found that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers may desire to include in the final contract certain supplemental terms and conditions from the proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents. Such negotiation may occur at PSU's discretion.

17. Negotiable Terms and Conditions: At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer(s) to execute a contract by the

Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU.

18. Proposer Agreements and Supplemental Terms and Conditions:

Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. While PSU will not consider proposers' supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful proposer without incorporating the terms and conditions submitted by the proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive proposer. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. PSU will not consider any terms and conditions that are not submitted with the proposal.

19. Systems Security: All responses will be required to meet any and all IT Security standards that University in its sole discretion deems necessary. University may contact proposers for further information and for verification that the proposed product(s) meets or exceeds University requirements. In the event that the proposed product does not meet University requirements, the response may be deemed non-responsive and rejected from further consideration.

20. Supplemental Technical Information: Product literature and other supporting materials that further explain or demonstrate proposer's capabilities may also be included as addenda to a submitted proposal.

Section 2: Scope of Work

Proposal responses must follow the outline (include number and letter designations in your response for clarity) or PSU reserves the right to reject your proposal as being non-responsive:

1. **Proposal Summary:** Provide a brief summary of your proposed solution.
2. **Company Profile/History:**
 - a.) Provide a brief (one page limit) history of your firm.
 - b.) Describe the number of years that the Proposer's firm has been in business, as well as approximate revenue level, number of current clients, number and

makeup of staff and any industry recognition or awards and any other information you deem relevant.

c.) Include a brief history of the proposed solution.

d.) Has your company been consistently profitable over the last five years? A copy of the Proposer's most recent financial annual report or latest financial reports prepared by a certified public accountant may be included. If this information is considered confidential, it must be clearly labeled as such.

e.) Has your company changed ownership in the last five years? If so, please explain why and how this has affected your customer base.

f.) Identify the Proposer's executive who is capable of committing the Proposer to any contract that may result from this RFP, stating his or her name, title and phone number.

g.) Identify your Contract Administrator, stating his or her name, title and phone number. This should be the person responsible for answering questions and resolving problems for Proposer.

h.) If your company shares PSU's commitment to being a leader in Sustainability, list any measures that have been taken, awards received or other information that will demonstrate this fact to the evaluation committee.

3. Solution Requirements: Describe how your solution addresses the following items:

Technical

1. Login authentication (CAS, AD, Shibboleth) CAS Authentication for Users? We anticipate not more than 20 users who can use this tool
2. Ability for recipients to view email via mobile devices and multiple email clients
3. Ability for system to store different templates for system users to access
4. Please outline system capabilities in terms of:
 - a. Maximum number of emails that may be sent per occurrence?
 - b. What technology will you use to make sure that PSU's email system doesn't, in turn, reject 40,000 emails sent at once to PSU?
 - c. Time it takes to deliver email to the entire PSU email list
 - d. Ability for recipients to subscribe and unsubscribe
 - i. Ability to override the unsubscribe requests
 - ii. Ability for the users to unsubscribe from certain lists, but keep others

Administration

1. Ability for campaign/email managers to manage campaigns and submit to approval queue or request approval before campaign/email can be launched.

- a. Acceptable solutions may involve the use of ACL-based approval/approver setup or the use of an approval queue based system.
 - b. Multiple users should be able to approve single campaigns/emails/queues and single users should be able to submit to multiple approval queues if that model is utilized.
2. Central Billing
- a. Vendor to provide single monthly billing to PSU, detailing index codes for each separate email campaign for central billing
 - b. Ability for users to create HTML format email with text email options
 - c. Queue approval/management

Usage

1. A/B split testing
2. Ability to save emails and create web sites out of emails sent
3. Dashboard/calendar of scheduled and sent emails
4. Ability to perform analytics on emails sent
 - i. Which recipients opened the email? (unique views)
 - ii. What links did recipients click?
 - iii. How long did recipients view the email?
 - iv. Did recipients forward the email?
 - v. What were the hard/soft bounces, deliverability
5. Ability to connect with social media such as, but not limited to, Facebook, Twitter, etc.
6. Ability to personalize emails. "Dear Steve," or "Dear Dr. Anderson"
7. List management. Ability to load and send to different email lists

4. Implementation Plan: Describe your plan for implementing your solution at PSU. Include approximate time lines, roles, vendor responsibilities and the resources and time commitments PSU is expected to provide.

1. Identify the vendor project manager (with all contact information including e-mail) who will serve as the primary point of contact for the implementation; include his/her credentials.
2. Include a brief narrative of similar implementation plans used by your firm over the past two years.
3. Provide a sample project plan that shows the typical tasks, durations and dependencies for deploying the solution.
4. Provide an approach to managing project-related risks and issues.

5. Training:

1. Describe how training is conducted and the depth of training for system administrators, technical staff support personnel, and end users.
 - a. PSU requires a test account as part of the evaluation process during the RFP period.

2. Identify vendor trainer(s), their experience and qualifications, and list the training materials and manuals provided as well as their past experience in training clients.
3. Identify site specific training materials that will be created as part of the implementation at PSU. Successful proposals will contain a plan for development of PSU-specific training materials, which in conjunction with Proposer supplied materials will position PSU to internally train future departments in use of the System. Provide examples of materials created for previous clients if applicable (hyperlinks to wikis, or other online documentation is acceptable).
4. Will training on future upgrades be an extra cost item?
5. Is training web-based, on-site or conducted at some other location? If all 3 training options are offered for extra costs, include the pricing for these options in your Pricing Proposal.
6. PSU has developed self service tools as well as self help instructions for the new portal and identify management system. Service representatives will need to be trained. Please describe what your company requirements are for receiving this training, i.e., webinar, on-site, train-the-trainer, etc.

6. System Support:

1. Must be available for system support between 8AM-5PM, Pacific Time.
2. State the different user support options available and the hours that support is available (in Pacific Time)
3. In the event of a system problem, what technical support staff (from proposer) would be available to respond, how would they respond, what response methods would be used, and what would be the response time?
4. Provide recent performance statistics to support your estimated response time
5. List the updates/upgrades/releases of your proposed system solution for the past three years including its purpose (e.g., bug fixes, security update, functionality enhancements, etc.).
6. What methods do you have in place for users to request system enhancements?
7. What processes do you have in place for users to know what enhancements are being developed and to allow for early-adoption or beta-testing?
8. Please provide a copy of the license agreement and service level agreement (SLA) for the proposed solutions.
9. What is the uptime for your systems and support center?

7. Data and System Security:

PSU places a heavy emphasis on data security.

1. Describe the security architecture for this solution.
2. Describe the capabilities of the solution that ensure that all activity in the system is accountable.
3. Describe how authentication data and access control information is protected.
4. Describe the organization schema of access control rights and privileges and emphasize how this schema supports Role Based Access Control concepts.
5. Provide a detailed explanation of measures, constructs, or operational concepts that have been implemented to ensure that information requiring privacy protection is in accordance with applicable law.
6. Describe the measures and capabilities that are in place to support legal and regulatory requirements (FERPA, Homeland Security, HIPPA, Oregon Identity Theft Protection Act, Copyright, Higher Education Reauthorization Act etc.).
7. Describe how and/or the extent to which known system vulnerabilities are communicated to clients.
8. Provide examples of experience with security configurations at other schools similar to PSU.
9. Describe employee training on security measures. Include examples of FERPA and HIPPA training.

8. References:

Provide at least 5 references that we may contact from other higher education institutions or government agencies of similar size and operation. At minimum, include the following:

1. Institution or Agency Name
2. Contact Person
3. Phone and e-mail address
4. Number of years your company has been providing service to this institution or agency.
5. Client's customer satisfaction rating of your product and services (scale of 1-5, with 5 being the best).
6. Describe average response time to reported concerns or problems.

9. Price Proposal:

Provide a price proposal (see Attachment 1 for format), which includes the total and complete cost for the following:

1. Transition/implementation plan cost:
Cost of integration, if there are any, with our current email system (Google

- Email). These rates should be firm for the first 3 years of the contract and should increase no more than the Consumer Price Index for subsequent years.
2. Email dispatching costs:
Clearly articulate your costs per email and/or per email recipient. (For example if you charge a price per email and the email is sent to the same person twice - will we pay for that email twice?)
 3. Licensing and/or Hosting Fees, include:
 - a. Per user or per site costs or limitations
 - b. Tools and/or resources included with these fees
 - i. Price per email address
 - ii. Analytical reporting
 - iii. Text email vs. HTML email
 4. Miscellaneous fees - required or optional (detailed list of fees may include shipping fees, usage fees, upgrade fees, etc).
 5. Training – if you offer different training options (on-site, web-based, etc) include complete pricing for all possible training options.

Section 3: Evaluation Criteria

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria. Responses should be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment and why the proposer feels it best meets PSU needs. Each section will be evaluated on the vendor’s detailed response to each section of the Statement of Work and scored according to the point system outlined below. The score for Product Requirements will be pro-rated to the evaluation points set forth below. The proposer with the lowest Total Cost for the base system solution through Year 3 from the Pricing Proposal will be given the full evaluation points for the Price Proposal, below, with other Proposers receiving a pro-rated score.

<i>Summary of Evaluation Criteria</i>	<i>Points</i>
Summary/Profile/History of firm:	5
Fulfillment of Business Requirements:	90
Implementation Plan:	10
Training:	5
System Support:	10
Data and System Security:	20
References:	20
Price Proposal:	<u>40</u>
 TOTAL Points Available	 200

SECTION 4: PROPOSER CERTIFICATION

EACH PROPOSER MUST READ, SIGN, AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION. AN ORIGINAL SIGNATURE IS REQUIRED ON THIS CERTIFICATION.

SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4)

SUBSECTION II: FINANCIAL RESPONSIBILITY University reserves the right to investigate and evaluate, at any time, the vendor's financial responsibility to perform the services identified in this Request for Proposal. Submission of a signed Proposer Certification will constitute approval for University to obtain any credit report information University deems necessary to conduct an evaluation. University will notify the vendors in writing of any other Documentation University requires, Failure to promptly provide this data may result in rejection of Responders response. Failure of the vendor to demonstrate financial responsibility will constitute grounds for rejection of Responders response.

PSU may postpone the award or execution of the contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with proposal submission.

SUBSECTION III: SIGNATURE BLOCK Signature of Proposer's duly authorized representative for (Contractor)

Printed Name and Title: _____

Date: _____

Tax ID / Federal Employer Identification Number (FEIN): _____
An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS

(The following terms and conditions will govern the agreement entered into by Contractor and PSU, resulting from this RFP.)

1. DEFINITIONS:

"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, making the purchase and is synonymous with "Buyer" as used in ORS Chapter 12. "PSU" also means another Oregon Public agency if the purchase is being made under a cooperative purchasing program as authorized by ORS 190.240.

2. ACCESS TO RECORDS:

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

3. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.

4. APPROVALS:

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

5. ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

6. BREACH OF AGREEMENT:

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.

7. CAPTIONS:

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

8. CASH DISCOUNT:

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

9. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement

cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

10. CONFIDENTIAL INFORMATION:

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

11. CONFLICT OF INTEREST:

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.

12. CONSIDERATION:

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

13. DEFAULT:

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If

Contractor fails to perform any of the other provisions of this Agreement , or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, 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 obligation under this agreement.

17. FOREIGN CONTRACTOR:

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

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, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU, and their agencies, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. HOURS OF WORK:

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with

a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, and their officers and employees, shall be included as additional insureds in said insurance policy(ies). If any of the liability insurance is arranged on a “claims made” basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers’ compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU’s Contracts Officer before the insurance is canceled or materially changed.

24. OWNERSHIP OF WORK PRODUCT:

All work product of Contractor that results from this Contract (“Work Product”) is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed “work made for hire” of which institution shall be deemed the author. If for any reason the work product is not deemed “work made for hire”, Contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, 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.

25. NO THIRD PARTY BENEFICIARIES:

PSU and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

27. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. PAYMENT:

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month on the outstanding balance per (ORS 293.462).

29. PAYMENTS REQUIRED:

For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any subcontractors; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

30. PSU PAYMENT OF CONTRACTOR CLAIMS:

If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

31. RECYCLED PRODUCTS:

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

32. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

33. SAFETY AND HEALTH REQUIREMENTS:

Equipment and services supplied 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 Workers' Compensation Department.

34. SEVERABILITY:

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

35. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. TAX COMPLIANCE CERTIFICATION:

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

37. TAXES – FEDERAL, STATE & LOCAL:

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the proposal.

38. TERMINATION:

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:

i) If federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,

ii) If PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU 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.

39. TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence under this agreement.

40. WORKERS' COMPENSATION:

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 Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

41. MERGER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

42. WAIVER:

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

PSU SPECIAL TERMS AND CONDITIONS

(In addition the PSU Standard Terms and Conditions the following Special Terms and Conditions will govern the agreement entered into by Contractor and PSU, resulting from this RFP.)

1. Confidentiality and Security of PSU Secure Information.

1.1 PSU Secure Information. Notwithstanding the generality of Section 10 of the PSU Standard Contract Terms and Conditions, in the performance of this Contract, Contractor will have possession of or access to information contained in documents, records or other items that PSU requires to be secure and confidential ("PSU Secure Information"). PSU Secure Information includes information provided to Contractor by the PSU or provided by or relating to PSU students that is (i) "Personal Information" as that term is used in the Oregon Identity Theft Protection Act at ORS 646A.602(11), including Social Security numbers, certain identification numbers and certain financial account numbers, in combination with consumer names; (ii) information required to be kept confidential or secure under any federal or state law or regulation, including Payment Card Industry Data Security Standards (PCI-DSS), Payment Application Data Security Standards (PA-DSS), FERPA, The Fair and Accurate Credit Transactions Act of 2003 or (iii) information required to be kept confidential or secure under any PSU IT security policy. PSU Secure Information is a type of Confidential Information.

1.2 Security Plan. PSU Secure Information is information that is highly sensitive and subject to additional protection. Accordingly, prior to the receipt of or access to any PSU Secure Information, Contractor shall provide Agency with an information security plan describing the steps Contractor will take to preserve PSU Secure Information. Upon Agency's acceptance of the Contractor's information security plan for PSU Secure Information, the plan will be incorporated and attached into this Contract. Contractor agrees and warrants that during the period in which Contractor has possession of or access to any PSU Secure Information, Contractor will maintain, operate and enforce the information security plan approved by PSU.

1.3 Use of Secure Information. Contractor shall not breach or permit breach of the security of any PSU Secure Information to which Contractor receives access or possession to. Contractor shall not disclose to any unauthorized person, or otherwise permit any unauthorized person access to, PSU Secure Information. Contractor shall not use, distribute or dispose of any PSU Secure Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction. Contractor shall comply with PSU IT security policies governing the use of the PSU Information and its Systems.

1.4 Notice of Breach. Contractor shall report to PSU, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains PSU Secure Information to which the Contractor receives access to or possession of.

1.5 Contractor shall ensure the compliance of its employees and agents with this section.

2. Professional Liability, Security and Privacy Liability Coverage.

In addition to insurance policies set forth in Section 22 of the PSU Standard Contract Terms and Conditions, the Contractor shall secure at its own expense and keep in effect during the term of this agreement Professional Liability insurance with a per claim limit of not less than six million dollars (\$ 6,000,000.00) and in the annual aggregate. Full limits can be obtained by the purchase of one primary policy or a primary and excess policy as needed to provide the full policy limits. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of Contractor. The definition of contractual liability in the policy shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, known wrongful acts, contractual liability, privacy policy, and insured versus insured. Contractor shall ensure that coverage under this policy continues for duration of 24 months after completion of this project. The provisions of section 22 and 23 of the PSU Standard Contract Terms and Conditions apply to this additional policy.

3. Return of Property. Upon termination or expiration of this Contract, Contractor shall immediately deliver to PSU all of PSU's property, including without limitation PSU's Confidential Information, including PSU Secure Information, or any Deliverables for which Agency has made payment in whole or in part, that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such PSU property is expressed or embodied at that time. Contractor shall ensure that its subcontractors and agents also comply with this requirement.

4. Special Indemnifications.

4.1 Indemnity for infringement claims. Without limiting the generality of section 19 of the PSU Standard Contract Terms and Conditions, Contractor expressly agrees to defend, indemnify, and hold agency, the state of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to agency by contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the agency'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 state shall provide contractor with prompt written notice of any infringement claim.

4.2 Indemnity for Breach of Security or Confidentiality. Without limiting the generality of Section 19 of the PSU Standard Contract Terms and Conditions, Contractor shall save, indemnify and hold harmless, the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses arising out of a breach of the Contractor's obligations of confidentiality and security set forth in Section 10 of the PSU Standard Contract Terms and Conditions or in Section 1 of the PSU Special Contract Terms and Conditions arising out of the acts or omissions of Contractor or its officers, employees, subcontractors, or agents.

5. Limitation of Liability.

5.1 Except for liability arising out of or related to (i) section 19 of the PSU Standard Contract Terms and Conditions, (ii) section 4.1 or 4.2 of the PSU Special Contract Terms and Conditions, (iii) any breach of obligation of confidentiality for PSU Secure Information under section 1.7 of the PSU Special Contract Terms and Conditions, or (iv) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of contractor, its officers, employees or agents, contractor's liability for damages to the state for any cause whatsoever shall be limited to one and one half times the maximum-not-to-exceed amount of the contract.

5.2 Except as otherwise provided expressly in this Contract, neither party shall be liable for any lost profits, lost savings, lost data or other consequential or incidental damages.

6. Ownership of Work Product and License of Intellectual Property. Notwithstanding section 24 of the PSU Standard Terms and Conditions, PSU rights in the intellectual property owned by Contractor or a third party shall be as set forth in the end user license agreements between PSU and the licensor of such intellectual property.

Attachment 1

PRICE PROPOSAL

RFP 19204, 'Mass Email Solution'

RETURN THIS PAGE, OR ONE LIKE IT WITH YOUR PRICING PROPOSAL.

In addition to proposing pricing in the format below, a CD in Excel format must also be submitted with the following information:

COMPANY NAME: _____

A complete pricing schedule that includes:

1. Start-up costs: _____
2. Ongoing yearly costs (years 1-3): _____
3. Price per email dispatching costs: _____

Articulate your costs per email and/or per email recipient. For licensing and/or hosting fees, include:

1. Per user or per site cost: _____
2. Tools and/or resources included with these fees:
 - i.) Price per email address: _____
 - ii.) Analytical reporting: _____
 - iii.) Text email vs. HTML email: _____

Any software costs (provide base cost that includes software licensing fees and itemized prices for any required or optional add-on modules or interfaces): _____

Miscellaneous fees required, or optional (a detailed list of fees may include shipping fees, usage fees, upgrade fees, etc.): _____

Training. If you offer different training options (on site, web-based, etc.), please include complete pricing for all possible training options: _____

Total cost of interface/integration with our current system with your solution: _____

END OF RFP 19204