



**REQUEST FOR PROPOSAL
No. WY157769P**

Graduate School Administrative Software

PROPOSAL DUE DATE AND TIME:
June 4, 2012 (2:00 PM, PST)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

- Request for Proposal Issue Date..... May 3, 2012
- Deadline for Request for Clarification or Change..... May 17, 2012 (2:00 pm, PST)
- Proposal Due Date and Time..... June 4, 2012 (2:00 pm, PST)

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

1.02 PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE:

The Procurement and Contract Services (PaCS) 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: Will Young
Title: Procurement Analyst
Telephone: (541) 737-3572
Fax: (541) 737-5546
E-Mail: will.young@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. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "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.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals for a single, web based system to collect and disseminate Graduate level admissions, student and faculty data. The software chosen will also enable collection and storage of associated documents, communication with constituents and reporting from stored data.

2.02 BACKGROUND:

Oregon State University offers a diverse graduate curriculum, both on campus and via distance courses, that leads to more than 70 different graduate degrees. The Graduate School works with approximately 3,700 students and more than 2,000 faculty members. In addition, approximately 6,000 graduate level applications for admission are processed each year with input from 400 faculty admission committee members and administrators.

The Graduate School currently manages and reports upon applicant, student and faculty information using a wide variety of tools, including Ellucian Banner, Banner Self-Service, Hummingbird BI, NOLIJ document management, MySQL databases and an Access database. Over the next several years, the graduate student population is projected to grow substantially to support Oregon State's strategic goals for the next decade. Our current technology structure does not adequately meet current needs and cannot meet projected needs.

The Graduate School wishes to obtain a solution to address data needs for all areas of operations: admissions, faculty/student relationships, grants & scholarships, and post degree tracking.

The solution we are seeking will collect and store data and documents as well as insert and update this data on an Oracle database (Banner computing architecture consisting of four load-balanced servers running Oracle Enterprise Linux 5.0 and Oracle 11.2.0.2 with Real Application Clustering) and move documents to an OSU document server. The Oracle database is an intermediate database between the solution and Ellucian Banner. Data from the intermediate database will update and be updated from Banner using an Ellucian/OSU developed pipe (data bridge). Data that is updated/inserted on the intermediate database from Banner will also need to be updated on the solution. We are willing to consider three possible solution platforms: cloud, proposer hosted, or OSU hosted. We are also willing to consider developed (OSU purchases/owns the code) or package (OSU purchases annual license/maintenance agreement) solutions. The platform must be flexible and allow quick development and implementation of the initial general and admissions modules (note: "modules" in this sense does not necessarily mean discrete component but rather refers to the required functionality). Additional modules to be added within the next year include: students/faculty, placement/alumni, and financial awards/scholarships. We strongly prefer to work with a vendor who has developed similar software that addresses at least two of our functional needs, such as admissions and student processing or admissions and graduate faculty processing.

Since it is unlikely that any existing software product can fully meet requirements for all functional areas, we anticipate:

1. Purchasing an existing system that will require customization **or**
2. Designing a unique system using an industry wide platform and development assistance from an established higher education vendor.

In either case, software will be chosen that uses a flexible platform and code that will integrate well with existing OSU systems. The initial contract will be for two years in which agreed upon development will be completed in year one and will include service and maintenance for the development year, plus 1 additional

year (a total of two years). An option for yearly renewals for up to an additional 8 years, or 10 years total, should also be provided and priced as part of all proposals.

Modules to Address Areas of Operations

- Admissions

The existing online admission application is difficult for users to navigate, does not support supplemental document uploads, and does not allow individual department customization, to name but a few of the functional issues. Reducing barriers to applicants by providing an electronic recommendation system and clear interface, supporting academic departmental application management and decreasing processing time are critical to OSU's mission of increasing enrollment of highly qualified graduate students.

- Students/Faculty

The Graduate School utilizes both paper and electronic forms to support current graduate students on their path from application to commencement. These electronic forms are spread across different systems that require individual data maintenance (a process that is labor intensive and error prone). In addition, the paper forms require extra time and effort for both the student and Graduate School staff to handle. Improving communication to students, facilitating document access for graduate departments and improving graduate student success by automating programs of study and other processes as much as possible are all critical to OSU's mission of improving graduate student retention and success rates.

Tracking faculty time spent mentoring graduate students has become increasingly important as interdisciplinary programs proliferate and new budget models attempt to reflect actual effort. The Graduate School's current faculty database lacks several features needed. The current web interface for faculty, administrators and students is very limited and some data collection and storage needs are not accommodated.

The University must also collect information regarding successful completion of non-course requirements such as Graduate Learning Outcomes (GLO) for accreditation and internal reporting purposes. This new requirement requires a web interface or data form, data collection and reporting functions.

- Placement/Alumni

Information about initial career placement or further educational plans will be collected from new graduates for accreditation, program review and external reporting purposes. This information will be updated at regular intervals as graduates progress in their careers.

- Financial Awards/Scholarships

The Graduate School currently relies upon a Microsoft Access database for tracking financial awards to students. The current database is not accessible by web and lacks important linkages to other information systems.

The Graduate School also requires the development of a data transfer method between the solution and the intermediate Oracle database (described above) as well as a file transfer method between the solution and the OSU file server. These methods are expected to be robust, cyclic (nightly), and ensure the integrity of all systems.

OSU's preference is for vendors to cost each proposed module separately. OSU reserves the right to purchase only some of the modules in this proposal.

2.03 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SPECIFICATIONS AND REQUIREMENTS

3.01 SPECIFICATIONS AND REQUIREMENTS:

Proposers should offer Proposals that meet the specifications identified in Exhibit D. OSU will award points based on the qualities of the specifications offered by the Proposer.

3.02 TERMS AND CONDITIONS:

OSU's terms and conditions governing the purchase resulting from this RFP are included at Exhibit A. OSU will negotiate the resulting Contract to be consistent with the solution chosen.

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. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- a. Prior experience delivering higher education software solutions for admissions and/or student-related business processes

4.02 PREFERRED QUALIFICATIONS:

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

- a. Prior experience integrating a developed software solution with Ellucian Banner
- b. Prior experience integrating a developed software solution with NOLIJ

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and seven duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. 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 pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers should submit the following information:

- Description of how the goods or services offered specifically meet the specifications described in section 3.
- Detailed information about how the Proposer meets the minimum and preferred qualifications detailed in section 4.
- Resume's or CV's for the staff dedicated to this project.
- Detailed project implementation plan for general and admissions modules addressing practical issues such as regular progress report meeting schedule, progress reports format, etc.)”..
- Estimated timelines for implementing additional modules.
- Complete and itemized pricing (provide the following estimates for the first two year period and per year annual renewal costs for an additional 8 years.). Proposal should identify all costs and separate into the following three categories for each proposed module (as applicable): 1) Pre-Operation (Development, Implementation, etc.); 2) Hosting (all costs associates with hosting proposed solution); 3) Operation (Long term/Annual licensing/support/maintenance, etc). Note: Proposed solution costs will be evaluated on the initial 2 year period and annual renewal costs and will include OSU estimated costs required for solution (e.g. OSU hosting costs for a non-hosted solution).
- Proposer's contract form. Contract will be negotiated to be consistent with OSU's terms and conditions detailed in section 3.
- Information on service levels to which Proposer will commit.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed. Please be sure to include references for projects on which the staff dedicated to this project made significant contributions.
- Exhibit D, Response to requirements, fully completed.

6.0 EVALUATION AND AWARD

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 or are incomplete 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 OAR 580-061-130(5)(a).
- 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 in section 6.03. Scores will be

used to determine Proposer's 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 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.

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 in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

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 NEGOTIATIONS:

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. 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 determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before execution of the Contract.

6.03 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>
Ability to meet Required and Preferred Specifications	30
Ability to commit to full implementation/training for admissions module prior to October 19, 2012	15
Projected initial 2 year (items 1 and 2) and long term (item 3) cost estimates including: 1) Pre-Operation (Development, Implementation, etc.); 2) Hosting (all costs associates with hosting proposed solution); 3) Operation (Long term/Annual licensing/support/maintenance,for an additional 8 year period Estimate will include OSU estimated costs required for solution.	25
Meeting of preferred vendor qualifications	10
Relevance and quality of company prior projects	10
Relevant experience and qualifications of project personnel	10
Total	100

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 further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. 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.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES:

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

7.02 REQUEST 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 should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.03 ADDENDA:

Only documents issued as Written Addenda by PaCS 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. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you should consult the OUS procurement website, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.04 PREPARATION AND SIGNATURE:

All Required Submittals must be Written or prepared in ink and signed in ink 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.

7.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal 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.

7.06 SUBMISSION:

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

7.07 MODIFICATION:

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, 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 Proposal Due Date and Time, Proposers may not modify their Proposal.

7.08 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 Proposal Due Date and Time. 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 Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.09 LATE SUBMITTALS:

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.10 PROPOSAL OPENING:

Proposals will be opened immediately following the Proposal Due Date and Time 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.

7.11 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.

7.12 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 required by the Request for Proposal, its Exhibits, or Addenda.

7.13 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.

7.14 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.

7.15 LEGAL REVIEW:

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed a qualified attorney for OSU pursuant to the applicable OUS Internal Management Directive. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.16 PROPOSAL RESULTS:

A notice of intent to award containing the Proposal results will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU.

7.17 PROPOSAL PREPARATION COST:

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.18 PROPOSAL CANCELLATION:

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Proposer who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

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OREGON STATE UNIVERSITY
STANDARD TERMS AND CONDITIONS FOR SOFTWARE PURCHASES

1. DEFINITIONS.

"Authorized Representative" means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Contractor's Authorized Representative is the person so identified in Exhibit F. OSU's Authorized Representative is the person so identified in Exhibit G.

"Confidential Information" is defined in Section 14.10.

"Contract" means the entire written agreement between the parties [List contract documents to be determined.]

"Contractor" means a person or organization with whom OSU has contracted for the provision of goods or Services pursuant to this Contract.

"Contractor Intellectual Property" is listed in Schedule 1 [Schedule 1 will list IP other than COTS Software, that is owned by Contractor and developed independently from the Services. Contractor Intellectual Property includes derivative works of Contractor Intellectual Property]

"COTS Software" is listed in Schedule 2 [Schedule 2 will list commercial off-the-shelf software that Contractor delivers to OSU pursuant to the Statement of Work.]

"Deliverables" means all items that Contractor is required to deliver to OSU under this Contract, including Developments.

"Delivery Schedule" means the schedule set forth in the Statement of Work that includes the completion date of each Milestone and the delivery date for each Deliverable.

"Developments" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor (either alone or with others) pursuant to the Contract. Notwithstanding anything in the immediately preceding sentence to the contrary, Developments do not include any COTS Software, Third Party Intellectual Property or Contractor Intellectual Property.

"Documentation" means all documents, including documents that are Deliverables described in the Statement of Work and includes, but is not limited to, any and all operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with and for the operation of the System and its components that are to be delivered by Contractor under this Contract.

"Effective Date" means the latter of the date of the last signature on the Contract or the date set out in the Contract as the Effective Date.

"Final Acceptance" is defined in Section 2.5.

"Software Retention Amount" is defined in Section 6.2.2.

"Intellectual Property Rights" are defined in Sections 14.1 to 14.5.

"Key Persons" means Contractor's Authorized Representative, the Project Manager and all other Contractor personnel designated as key persons in the Statement of Work.

"Maximum Not-To-Exceed Compensation" means the maximum amount that can be paid by OSU to the Contractor over the term of the Contract without an amendment.

"Milestone" means a specific group of tasks or Deliverables identified as a Milestone in the Statement of Work.

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"OARS" means the Administrative Rules adopted by the Oregon State Board of Higher Education and OSU.

"Operating Environment" means the hardware, programming languages, software, including, but not limited to, operating system software, the system architecture and firmware necessary for the System to operate in accordance with its specifications.

"ORS" means the Oregon Revised Statutes.

"OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.

"Project Manager" means Contractor's representative who manages the processes and coordinates the Services with OSU's Authorized Representative to ensure delivery of the Deliverables and completion of Milestones.

"Proposal" means Contractor's proposal in response to the RFP or ITB.

"Schedule of Deliverables" means a document that describes each Deliverable, measurable attributes of each Deliverable, Milestones with identification of the Services that are associated with them and a planned completion date for each Milestone and Deliverable.

"Services" means all services to be performed under this Contract.

"Services Retention Amount" is defined in Section 6.2.1.

"Statement of Work" means the Schedule of Deliverables, the payment schedule, and any other items as agreed by the parties.

"System" means the sum total of the Developments, the Contractor Intellectual Property, the Third Party Intellectual Property, the COTS Software and the hardware described in the Statement of Work that comprise the information system that Contractor will develop and implement under this Contract.

"Third Party Intellectual Property" is listed in Schedule 3 [Third Party Intellectual Property will include derivative works of Third Party Intellectual Property]

"Warranty Period" means the period that begins on the date of Final Acceptance, and ends 180 calendar days after the date of Final Acceptance.

2. SCOPE OF SERVICES.

2.1 Performance and Delivery.

2.1.1 Contractor shall perform the Services as set forth in the Statement of Work, in accordance with the Delivery Schedule and the standards and methodologies set forth in the Statement of Work

2.2 Responsibilities of OSU. If this Contract requires OSU to provide any goods or services, and OSU fails to provide the requisite quality or quantity of such goods or services, or fails to provide such goods or services in a timely manner, Contractor's sole remedy shall be an extension of the applicable delivery dates corresponding to the delay caused by OSU's failure.

2.3 Delivery and Review of Deliverables

2.3.1 Contractor shall deliver Deliverables and complete Milestones as set forth in the Statement of Work by no later than the date or dates set for delivery in the Statement of Work. Interim delivery dates, both critical and non-critical, are set forth in the Statement of Work and are subject to OSU performing its responsibilities in a timely manner.

2.3.2 Contractor shall provide written notice to OSU upon delivery of a completed Deliverable to OSU. By no later than (i) 15 days after receipt of such notice, or (ii) the date set forth in the Delivery Schedule for OSU's review, OSU shall determine whether the Deliverable meets the specifications and performance standards set forth in the Statement of

Work. With respect to any Deliverables that are susceptible to acceptance testing, OSU shall conduct interim acceptance testing as set forth in Section 2.4.1. If OSU determines that the Deliverable meets, in all material respects, the specifications and performance standards, OSU shall notify Contractor of OSU's acceptance.

2.3.3 If OSU determines that a Deliverable does not meet, the specifications or performance standards, OSU shall notify Contractor in writing of OSU's rejection of the Deliverable, and describe in reasonable detail in such notice OSU's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a 15-day period, modify or improve the Deliverable at Contractor's sole expense to ensure that the Deliverable meets, in all material respects, such specifications or performance standards, and notify OSU in writing that it has completed such modifications or improvements and re-tender the Deliverable to OSU. OSU shall thereafter review the modified or improved Deliverable within 15-days of receipt of the Contractor's delivery of the Deliverable. Failure of the Deliverable to meet in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Contractor. Upon such default, OSU may either (i) notify Contractor of such default and instruct Contractor to modify or improve the Deliverables as set forth in this section 2.3.3, or (ii) notify Contractor of such default and instruct Contractor to cease work on the Deliverable, in which case Contractor shall refund to OSU all amounts paid by OSU related to such Deliverable. Such refund shall be in addition to, and not in lieu of, any other remedies OSU may have for Contractor's default.

2.4 Acceptance Testing.

2.4.1 Interim Acceptance Testing. In the event the Statement of Work contemplates acceptance testing of any Deliverable prior to the delivery of the complete System for acceptance testing as set forth in this Section 2.4, OSU and Contractor shall conduct such interim acceptance testing as set forth in the Statement of Work. Notwithstanding the preceding sentence, however, when the complete System is delivered, the provisions of Sections 2.4.2, 2.4.3 and 2.5 will be applicable to OSU's acceptance testing of the entire System, and OSU's acceptance of a Deliverable pursuant to any interim acceptance testing as set forth in the Statement of Work shall not be construed as a waiver by OSU of its right to decline to accept the System if the System fails System acceptance testing as set forth in this Section 2.4.

2.4.2 Initial System Testing. Upon completion of the System, Contractor shall install the System in the Operating Environment at the location set forth in the Contract. OSU will test the entire System by using it in off-line parallel processing of OSU's operational data in order to determine if it meets in all material respects, the specifications and requirements set forth in this Contract. If the System, fails to conform to or perform in accordance with those requirements, OSU will notify Contractor, in writing, specifying the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failure within ten (10) business days from the date of receipt of OSU's notice or such date as OSU shall specify in its notice, and shall resubmit the corrected System to OSU for retesting in accordance with this Section 2.4.2, all at no additional charge to OSU.

2.4.3 Acceptance Period. Upon completion of Initial System Testing, OSU shall use the System for the transformation and processing of System data in a live production environment for a minimum period of ninety (90) days. At the end of such ninety (90) day period, there shall be no known unresolved or uncorrected program errors, as communicated in writing from OSU to Contractor. For the purpose of this Section 2.4.3, "unresolved or uncorrected program errors" are programming errors that prevent the System from meeting the functional specifications and requirements of this Contract. If the System materially fails to conform to or perform in accordance with those requirements, OSU will notify Contractor, in writing, specifying in reasonable detail the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failure within five (5) business days from the date of receipt of OSU's notice or such date as OSU shall specify in its notice, and shall resubmit the System to OSU for reevaluation, all at no additional charge to OSU. Thereafter, if the System fails to conform or perform as required, OSU may allow Contractor to continue to correct the System or OSU may declare a material breach of this Contract by Contractor.

2.5 Final Acceptance. "Final Acceptance" of the System will occur when, in OSU's sole determination, the following events have occurred or conditions exist:

2.5.1 OSU has notified Contractor that all System acceptance tests required pursuant to Section 2.4 have been successfully completed for the System;

2.5.2 All System database inventories and configuration files are complete and operating correctly;

2.5.3 All items of System Documentation are complete, inventoried and accepted by OSU. Contractor shall provide all text Documentation both in hard copy and in an electronic format approved by OSU;

2.5.4 All Documentation, Software, configuration data, and System configuration are complete and are stored and controlled under a configuration management system acceptable to OSU; and

2.5.5 Contractor has delivered all source code and Documentation for the Developments to OSU in accordance with the terms of the Contract.

2.6 Warranty Period: System Maintenance.

2.6.1 Warranty Period. During the Warranty Period, Contractor will, at no charge to OSU, furnish such materials and services as shall be necessary to correct any defects in the System and maintain the System in good working order in accordance with the warranties, requirements and response times provided in the Contract.

2.6.2 Long Term Maintenance. [drafted and negotiated based on Contractor's Proposal]

2.7 Training. Contractor shall provide the training as described in Exhibit ____

2.8 Hosting [including service levels targets and credits - TBD]

3. CHANGE CONTROL PROCEDURES.

3.1 Written Change Requests. Either OSU or Contractor may request a change to this Contract, including all Exhibits hereto, by submitting a written change request describing the change requested. OSU's and Contractor's Authorized Representatives will review the written change request and either mutually approve it for further analysis or reject it.

3.2 Analysis of Change Requests; Change Orders. The party to whom the written change request has been submitted, if it has not been rejected pursuant to Section 3.1, shall analyze such change request to determine the effect that the implementation of the change will have on the Statement of Work. If Contractor requests to make changes in its design or implementation of the System to enable the System to meet the requirements of the Statement of Work, such changes will be made at no cost to OSU, unless such changes are due to the failure of OSU or its agents to perform its or their responsibilities in a timely manner. If any change is approved, the party that submitted the request for the change shall prepare a written change order, detailing all modifications to the scope, price, Delivery Schedule or other terms (the "Change Order"). A Change Order at a minimum shall contain the following information:

3.2.1 The date of issuance of the Change Order;

3.2.2 A detailed description of the Services to be performed under the Change Order;

3.2.3 The particular specification or matter set forth in the applicable Statement of Work which will be altered and the precise scope of that alteration;

3.2.4 The cost of the Services to be performed pursuant to the Change Order; and

3.2.5 The cumulative cost of all Change Orders previously issued. A Change Order shall alter only that portion of the Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Contract. Both parties must sign the Change Order to authorize the Services described therein and incorporate the changes into this Contract. No Services shall be performed pursuant to the Change Order and no payment shall be made on account of the Change Order until the Change Order is fully executed and approved as set forth in Section 6.4.

3.3 Payments. Subject to the foregoing Sections of this Article 3 and performance of the Services, OSU shall pay for Services performed pursuant to a Change Order in accordance with the acceptance and payment procedures set forth in this Contract.

4. CONTRACTOR'S PERSONNEL

4.1 Project Manager. Contractor shall designate one of the Key Persons as Project Manager for the Services. The Project Manager shall be familiar with OSU's business operations and objectives, shall perform the Services in accordance with the warranties set forth in Section 15 of this Contract. The Project Manager will participate with OSU in periodic review sessions and will provide at OSU's request detailed progress reports that identify completed tasks and the status of the remaining Services.

4.2 Contractor's Employees and Subcontractors. Contractor shall not use subcontractors to perform the Services unless specifically authorized to do so by OSU. Contractor represents that any employees assigned to perform the Services, and any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in Section 15 of this Contract. Any proposed use of a subcontractor which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of OSU.

4.3 Key Persons. Contractor acknowledges and agrees that OSU selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons. Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of OSU. Further, Contractor shall not re-assign or transfer the Key Persons to other duties or positions such that the Key Persons are no longer available to provide OSU with their expertise, experience, judgment, and personal attention, without first obtaining OSU's prior written consent to such re-assignment or transfer, which OSU shall not unreasonably withhold. Notwithstanding the foregoing, Contractor may replace Key Persons without OSU's consent in the event any Key Persons are no longer available due to death, illness or termination of employment with Contractor. In the event Contractor requests that OSU approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons due to death, illness or termination of employment with the Contractor, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced, and shall perform the Services in accordance with the warranties set forth in Section 15. Any replacement personnel approved by OSU shall thereafter be deemed a Key Person for purposes of this Contract. Contractor shall not charge OSU and OSU shall not pay for any proposed replacement Key Person while such replacement acquires the necessary skills and project knowledge to proceed with the Services required hereunder; however, such period of non-charge may not exceed twenty-eight (28) calendar days, but shall last for a minimum of fourteen (14) calendar days, after which time OSU shall pay for such Key Person if Contractor demonstrates to OSU's satisfaction that such replacement has acquired the necessary skills and project knowledge to proceed with the Services required hereunder.

5. AMENDMENTS:

No amendment to this Contract is effective unless it is in writing, identifies itself as an amendment to this Contract and is signed by both parties.

6. INVOICES AND PAYMENT TO CONTRACTOR:

To Be Determined based upon negotiations.

7. PERFORM ALL SERVICES.

7.1 Contractor shall perform all Services as an independent contractor. Although OSU reserves the right to evaluate the quality of the completed performance, OSU cannot 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.

7.2 Declaration and Certification. Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel who will perform Services under this Contract, and (ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract. Contractor also declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of OSU, as those terms are used in ORS 30.265.

7.3 Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OSU will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

8. **ORDER OF PRECEDENCE:** OSU may also provide "special terms and conditions" elsewhere in the Contract which apply only to this Contract. Whenever possible, all terms and conditions are to be integrated. In the event of a conflict between these Terms and Conditions and "special terms and conditions", the "special terms and conditions" take precedence, unless the Terms and Conditions in question are required by law. In the event of any other conflict: 1) the special terms and conditions, 2) these Terms and Conditions, 3) the ITB or RFP, and 4) the proposal or response thereto

shall be interpreted in the foregoing order of precedence. By signing this Contract, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this Contract supersede all preprinted terms and conditions on any forms used by the Contractor.

9. 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.

10. SUCCESSORS.

10.1 Successors and Assigns. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

10.2 No Third-Party Beneficiaries. 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 persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

11. COMPLIANCE WITH LAW GENERALLY. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)).

12. DISPUTE RESOLUTION.

12.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between OSU (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Benton 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. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 12.1.

12.2 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

13. PAYMENT OF CONTRACTOR'S OBLIGATIONS: Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the Services provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider from such Contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate OSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

14. ORIGINAL WORKS.

14.1 Contractor agrees that all right, title, and interest constituting copyrights, trademarks, trade secrets, patents, or any other proprietary rights (collectively, "Intellectual Property Rights") in all Developments will be exclusive property of OSU (the "Work Product"). Contractor shall assign, and does hereby assign, to OSU all Intellectual Property Rights subsisting in the Work Product.

14.2 Contractor shall secure on OSU's behalf and in the name of OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Third Party Intellectual Property employed in the Development, and to authorize others to do the same on OSU's behalf.

14.3 Contractor Intellectual Property. In the event that a Deliverable is Contractor Intellectual Property Contractor hereby grants to OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on OSU's behalf.

14.4 Third Party Works. In the event that a Deliverable is Third Party Intellectual Property, Contractor shall secure on OSU's behalf and in the name of OSU, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on OSU's behalf.

14.5 COTS Software. OSU rights in the COTS Software shall be as set forth in the end user license agreements between OSU and the licensor of such COTS Software, which are attached hereto as Exhibit H.

14.6 Further Assurances. Contractor shall execute any instruments and do all other things reasonably requested by OSU (both during and after the term of this Contract) in order to vest more fully in OSU any and all ownership rights in those items hereby transferred by Contractor to OSU. In the event OSU is unable, after reasonable effort, to secure Contractor's signature on any copyright registrations or documents or instruments necessary to evidence OSU's ownership rights in, or to evidence the transfer to OSU of ownership rights in, the Developments or other property, for any reason whatsoever, Contractor hereby irrevocably designates and appoints OSU and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection thereon with the same legal force and effect as if executed by Contractor.

14.7 Disputes and Disclosures. In any dispute over ownership rights, Contractor shall have the burden of proving prior or independently developed rights in copyrightable code by clear and convincing proof.

14.8 No Rights. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by OSU. Nothing in this Contract shall be construed as granting to or conferring upon OSU any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

14.9 Competing Services. Subject to the provisions of this Article 14, and Contractor's obligations with respect to Confidential Information, as defined in Section 14.10, nothing in this Contract shall preclude or limit in any way the right of Contractor to: (i) provide the services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Each party shall be free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract free of any use restriction or payment obligation to the other.

14.10 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 OSU. Any and all information of any form obtained by and clearly marked confidential, or identified as confidential in a separate writing as confidential that OSU provides to Contractor or its employees or agents in the performance of this Contract shall be deemed to be confidential information of OSU ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by OSU to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than OSU without the obligation of confidentiality, (e) is disclosed with the written consent of OSU, or; (f) is

independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

14.10.1 Non-Disclosure. 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 the provision of Services to OSU hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist OSU in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise OSU immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will at its expense cooperate with OSU in seeking injunctive or other equitable relief in the name of OSU or Contractor against any such person. Contractor agrees that, except as directed by OSU, Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at OSU's request, Contractor will turn over to OSU all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.10.2 Injunctive Relief. Contractor acknowledges that breach of this Section 14.10, including disclosure of any Confidential Information, will give rise to irreparable injury to OSU that is inadequately compensable in damages. Accordingly, OSU may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of OSU and are reasonable in scope and content.

15. GENERAL REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to OSU that:

15.1 Contractor has the power and authority to enter into and perform this Contract;

15.2 This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

15.3 Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services;

15.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order.

15.5 The Contractor Data and Tax Certification in the form attached hereto as Exhibit D and the Certification Statement For Independent Contractor in the form attached hereto as Exhibit E, if applicable, are true and accurate as of the Effective Date, and Contractor will notify OSU in writing if any such data or certifications change during the term of this Contract such that the attached Exhibits D or E, if applicable, are no longer true and accurate

15.6 Contractor's Performance Warranties. Contractor represents and warrants to OSU that:

15.6.1 Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the standards prevalent in Contractor's profession.

15.6.2 Through the expiration of the Warranty Period, all Deliverables delivered by Contractor to OSU, and the System as a whole, shall materially conform to the specifications, capabilities, characteristics, functions and performance standards set forth in this Contract, including the Statement of Work and any Documentation provided by Contractor, shall be free from error or defect that materially impairs their use, and shall be free from material defects in materials, workmanship and design.

15.6.3 Except as otherwise provided in this Contract, all Deliverables supplied by Contractor to OSU shall be transferred to OSU free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or

indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.

15.6.4 When used as authorized by this Contract, no Deliverable delivered by Contractor to OSU infringes, nor will OSU's use, duplication, or transfer of such Deliverables infringe, any copyright, patent, trade secret, or other proprietary right of any third party.

15.6.5 Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or OSU and no third party has any right, title or interest in any Deliverables supplied to OSU under this Contract.

15.6.6. WARRANTIES EXCLUSIVE DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

16. **SEVERABILITY:** If any provisions of this Contract are declared by a court 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 Contract did not contain the particular provision held to be invalid.

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

17.1 General Indemnity. Contractor shall save, hold harmless, and indemnify the State of Oregon and OSU and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract; provided that Contractor shall have no obligation to indemnify OSU or the State of Oregon from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of OSU or the State of Oregon, and their officers, employees or agents.

17.2 IP Indemnity. In addition to and without limiting the generality of Section 18.1, Contractor expressly agrees to, indemnify and hold the State of Oregon and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables or the System or use thereof infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that the Deliverables or the System infringe a third party's Intellectual Property Rights, Contractor may upon receipt of OSU's prior written consent, which OSU shall not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for OSU the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the System continues to function in material conformance with the specifications set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract, and OSU may pursue any rights and remedies available to it under this Contract, including termination. Contractor shall not be liable under this section for any claim for infringement based solely on the following:

- A. Contractor's compliance with any designs, specifications, or instructions provided by OSU or by a third party acting on OSU's behalf;
- B. OSU's modification of the Deliverables or the System other than as set forth in this Contract, the Deliverables' or System's specifications, or without the written permission of Contractor;
- C. Use of the Deliverables or the System in a manner other than as provided for in this Contract, their specifications, or as authorized in writing by Contractor;
- D. Use of the Deliverables or the System in combination, operation, or use with other products in a manner that does not comply with their specifications, not specified by Contractor or of which Contractor has not approved in writing.

Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

18. INSURANCE:

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

19. **SAFETY AND HEALTH REQUIREMENTS:** Services supplied under this Contract shall comply with all federal Occupational Safety and Health Admin. (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division.

20. **ACCESS TO RECORDS:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The Oregon State Board of Higher Education, OSU, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of Contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by OSU.

21. **TERMINATION:** This Contract may be terminated at any time by mutual consent of both parties, or by OSU at its discretion. If sufficient funds are not provided in future legislatively approved budgets of OSU (or from applicable federal, state or other sources) to permit OSU, in the exercise of its reasonable administration discretion, to continue this Contract, or if OSU or the program from which this Contract was executed is abolished, OSU may terminate this Contract without further liability upon delivery of notice to Contractor. This Contract may also be terminated by OSU for default as set out in Section 23.1.

21.1 Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to OSU all of OSU's property (including without limitation OSU's Confidential Information or any Deliverables for which OSU 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 OSU property is expressed or embodied at that time. Any property or Deliverable returned or delivered to OSU pursuant to this Section shall be provided without the warranties set forth in Section 15.6, unless, with respect to Deliverables, OSU has accepted the Deliverable pursuant to Section 2.3.

22. **OSU'S REMEDIES FOR CONTRACTOR'S DEFAULT:** In the event Contractor is in default under this Section, 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 under Section 22, (e) withholding all moneys due for the Services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

22.1 Default by Contractor. Contractor shall be in default under this Contract if:

22.1.1 Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within 60 days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

22.1.2 Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within thirty (30) business days after delivery of OSU's notice or such longer period as OSU may specify in such notice; or

22.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) business days after delivery of OSU's notice or such longer period as OSU may specify in such notice.

22.2 Default by OSU. OSU shall be in default under this Contract if:

22.2.1 OSU fails to pay Contractor any amount pursuant to the terms of this Contract, and OSU fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

22.2.2 OSU commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and OSU fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

22.3. 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. If it is determined for any reason that Contractor was not in default under Section 23.1, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 22.

22.4 Contractor's Remedies. In the event OSU terminates this Contract as set forth in Section 23.1, or in the event OSU is in default under Section 23.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 22, Contractor's sole monetary remedy shall be a claim for the unpaid invoices; the hours worked but not yet billed with respect to each Deliverable, up to the not-to-exceed amount for the Deliverable set forth in the Statement of Work; authorized expenses incurred, less previous amounts paid and any claims which OSU has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 23.4, Contractor shall pay any excess to OSU upon written demand.

23.FORCE MAJEURE: Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall, 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 obligations under this Contract.

24.AWARD TO FOREIGN CONTRACTOR: If the amount of this Contract exceeds \$10,000 and 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 Secretary of State Corporation Division, all information required by those agencies relative to this Contract. OSU shall withhold final payment under this Contract until Contractor has met this requirement.

25.FUNDS AVAILABLE AND AUTHORIZED. Contractor shall not be compensated for Services performed under this Contract by any other agency or department of the State of Oregon. OSU believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within OSU's biennial appropriation or limitation. Contractor understands and agrees that OSU's payment of amounts under this Contract is contingent on OSU receiving appropriations, limitations, or other expenditure authority sufficient to allow OSU, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

26. NOTICE:

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

OSU Contract Administrator

[Name]

[Title]

[Address]

[City, State, Zip]

[Phone Number]
[Fax Number]
[E-Mail Address]

CONTRACTOR Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
[Phone Number]
[Fax Number]
[E-Mail Address]

Unless otherwise specified in an Order between Contractor and an Other Customer, those parties shall follow the same notice provision but use the contact information in the Order.

27. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations and declarations set forth Sections 2.3, 2.4, 2.5, 2.6, 6, 8, 9, 10, 12, 14, 15, 18, 21, 22, 23, 28.

28. **DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-020-0410(3), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

29. **NO PARTNERSHIP.** This Contract is not intended, and shall not be construed, to create a partnership or joint venture between OSU and Contractor. Nothing in this Contract shall be construed to make OSU and Contractor partners or joint venture participants.

30. **PUBLICITY.** Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with OSU or the State of Oregon, whether or not such disclosure, publicity or association implies an endorsement by OSU or the State of Oregon of Contractor's services, without the prior written consent of OSU.

31. **MOST FAVORED CUSTOMER.** Contractor agrees to treat OSU as its most favored customer. Contractor represents that all of the provisions of this Contract are comparable to or better than the equivalent provisions being offered by Contractor to any of its other customers. If Contractor offers more favorable provisions to any customer during the term of this Contract, Contractor shall notify OSU of such provisions and make them applicable to this Contract as of the date the more favorable provision became effective as to any other customer of Contractor.

32. **MERGER:** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS AGREEMENT..

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

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
 disagrees

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

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____

**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 - REQUIREMENTS

Proposer should indicate by circling the appropriate choice whether each functional Requirement is:

INC: Functionality Included

MOD: Requires Modification to meet functionality requirement. If MOD, then please note which upcoming product release will contain this functionality

NOT: Functionality not included in product

If a Requirement is not marked, it may be evaluated as if it is NOT included in the product.

Note: Req – Required: Any product without this feature will not be considered

Pref – Preferred: A product with this feature may be awarded additional points in the evaluation of specifications.

D.1 System & Security

D.1.1. General Usability

Number	Req	Pref	Features (native or can be modified to include)	INC	MOD	NOT
D.1.1.0	X		The Solution must be easy to log into, intuitive, and easy to navigate through. Please describe (and provide screen-shots of) your login and start pages, and basic application navigation.	INC	MOD	NOT
D.1.1.1	X		The Solution must have uncluttered and clean typefaces and general appearance. Please provide representative screen-shots of several different end-user pages with differing levels of detail.	INC	MOD	NOT
D.1.1.2	X		The Solution must allow users in all categories (student to admin) to add & edit record data according to assigned permissions	INC	MOD	NOT
D.1.1.3	X		The Solution must allow users in all categories to upload documents to records according to assigned permissions	INC	MOD	NOT
D.1.1.4	X		The Solution must support Web-based interface and HTTPS for all levels of users and administrators. As such, all major browsers (e.g. Firefox, Safari, Internet Explorer, Chrome, etc.) must each be able to efficiently interface with the Solution.	INC	MOD	NOT
D.1.1.5	X		The Solution must be capable of accepting migrated data.	INC	MOD	NOT
D.1.1.6		X	The Solution must include the ability for the Grad School to create data intake forms	INC	MOD	NOT
D.1.1.7		X	The Solution either meets federal guidelines for accessibility standards or provides an alternative option for users (508 specifications: http://www.section508.gov)	INC	MOD	NOT
D.1.1.8		X	The Solution should allow the user to have multiple browser tabs or windows open at the same time.	INC	MOD	NOT
D.1.1.9		X	The Solution should reflect the common terminology used by higher education and at OSU.	INC	MOD	NOT
D.1.1.10		X	The Proposer must provide at least two demonstration instances of environments with sample data for training purposes of both OSU personnel and subcontractor personnel.	INC	MOD	NOT
D.1.1.11		X	The Solution must have a documented API.	INC	MOD	NOT
D.1.1.12		X	The Solution must include the ability to create a PDF or TIFF image (as directed by admin) from data	INC	MOD	NOT

D.1.2. General Functionality

Number	Req	Pref	Features (native or can be modified to include)			
D.1.2.0	X		The Solution should accommodate a vast number of degrees, majors and minors, certificate programs, major options and concentrations. This can be within a college and/or across multiple colleges, at the same time. Please describe how this is done in your Solution and any maximum limits.	INC	MOD	NOT
D.1.2.1		X	The Solution will provide information about any errors or warnings with contextual help to speed resolution	INC	MOD	NOT
D.1.2.2		X	The Solution must provide for administration of the alphanumeric formats of various fields, including significant digits, currency, dates, etc.	INC	MOD	NOT
D.1.2.3		X	The Solution must notify the user if another user has the record open.	INC	MOD	NOT
D.1.2.4		X	The Solution should have "Notification" area on "Home" screen (the first screen displayed after login) which will show current Required Action notifications for all users. Examples: Student -> notification of required docs; deadlines; other communication; Dept. users -> notification of DAF's, other; Grad School -> new applications; [variable]	INC	MOD	NOT
D.1.2.5		X	Ability for specific users with specific permissions to customize specific pages (ordering questions, adding, deleting, font size, spatial layout, etc.)	INC	MOD	NOT

D.1.3. User Support

Number	Req	Pref	Features (native or can be modified to include)			
D.1.3.0		X	The Solution must be supported with a well-documented, high-quality, robust, easy to find, access, understand, and indexed for search on-line documentation suite and/or knowledge base, as well as a help desk that is available between the 7 AM - 5 PM PST timeframe. Please provide examples of your help and training materials. How often is your documentation updated? What is this process for receiving and applying updates?	INC	MOD	NOT
D.1.3.1		X	The Solution should include detailed and accurate system, process and functional documentation. An encoder should be able to accurately predict what it takes in configuration to generate a specific result. Provide examples of your system documentation.	INC	MOD	NOT
D.1.3.2		X	The Solution will provide contextual help throughout the various screens at the field level. The Solution must include contextual online documentation and Help capability that must be matched to the currently implemented production environment.	INC	MOD	NOT

D.1.4. Interoperability

Number	Req	Pref	Features (native or can be modified to include)			
D.1.4.0	X		The Solution should be able to perform mass data input and extraction	INC	MOD	NOT
D.1.4.1	X		The Solution should be able to perform mass document input and extraction	INC	MOD	NOT
D.1.4.2	X		The Solution should be able to perform pre-programmed tasks at pre-assigned times	INC	MOD	NOT
D.1.4.3	X		The Solution should be able to perform pre-programmed tasks at pre-assigned triggers	INC	MOD	NOT
D.1.4.4		X	The Solution will allow for cut and paste operations	INC	MOD	NOT
D.1.4.5		X	The Solution is capable of creating and maintaining an interface with OSU-managed databases	INC	MOD	NOT
D.1.4.6		X	The Solution should be able to import and update records	INC	MOD	NOT
D.1.4.7		X	Interface with OSU-managed Oracle database should: 1) be robust and maintainable; 2) ensure data integrity of both systems; 3) update the Solution based on OSU defined rules; 4) update the OSU-managed database based on OSU defined rules; 5) maintain an OSU admin accessible log of all actions (viewable by COTS software)	INC	MOD	NOT

D.1.5. Document handling

Number	Req	Pref	Features (native or can be modified to include)			
D.1.5.0	X		Ability to view docs individually or sequentially (as a group)	INC	MOD	NOT
D.1.5.1	X		Configurable permissions allow ability to view by role, department & major	INC	MOD	NOT
D.1.5.2	X		Configurable permissions allow ability to delete documents individually and in batch	INC	MOD	NOT
D.1.5.3	X		Solution should maintain audit trail of transactions which is viewable by COTS software	INC	MOD	NOT
D.1.5.4		X	Configurable permissions allow ability to upload docs by Dept., Student, Recommenders, Grad School and attach to individual application	INC	MOD	NOT
D.1.5.5		X	The Solution should include workflow type functionality to allow routing of data or documents based upon a variety of configurable triggers; please describe how your solution performs data and document routing	INC	MOD	NOT
D.1.5.6		X	Ability to automatically rename (index) documents based on record attributes (or source) & upload to OSU specified server	INC	MOD	NOT
D.1.5.7		X	The Solution should be able to automatically upload (and rename) multiple documents from a pre-specified server and associate them with the correct records	INC	MOD	NOT

D.1.5.8		X	Documents should have a "Name" attribute and a "Type" attribute. Name should be automatically assigned during the upload process; type should almost always be manually assigned by Grad School Staff. Exceptions: OSU transcripts created by AppWorx after a applicant is accepted; the automatically created decision letter	INC	MOD	NOT
D.1.5.9		X	Documents can be named by selecting from a drop down list of pre-identified document names or "Misc." category with text field to define document	INC	MOD	NOT
D.1.5.10		X	Ability to restrict document comments view by role, department & major	INC	MOD	NOT
D.1.5.11		X	Ability to program document retention guidelines to match Oregon/Federal requirements, with deletion criteria based upon a variety of data factors.	INC	MOD	NOT
D.1.5.12		X	The Solution must allow time oriented tracking of document versions	INC	MOD	NOT
D.1.5.13		X	There should be a Document Viewer which resides on the Server for users to view documents	INC	MOD	NOT
D.1.5.14		X	Ability to convert document of specific types (e.g. PDF, doc) to tiffs on the server, to specific criteria (resolution, size) and save/move to OSU identified server	INC	MOD	NOT
D.1.5.15		X	Ability to attach comments to documents	INC	MOD	NOT
D.1.5.16		X	Security measures to identify malware in documents	INC	MOD	NOT
D.1.5.17		X	There should be an efficient way to select individual documents within a record to be uploaded to Nolij (e.g. checkbox)	INC	MOD	NOT
D.1.5.18		X	There should be an automated way to upload selected documents to Nolij	INC	MOD	NOT
D.1.5.19		X	Scanning documents to a record should be simple/intuitive process within the Solution	INC	MOD	NOT
D.1.5.20		X	The Solution must validate the format of the attachments, including various release versions of Adobe Forms and MS Word, and support converting to PDF format or TIFF image when necessary	INC	MOD	NOT

D.1.6. Communications

Number	Req	Pref	Features (native or can be modified to include)			
D.1.6.0	X		The Solution must have a communication log which is viewable by COTS software	INC	MOD	NOT
D.1.6.1		X	Grad school can specify automatic email or system notifications including: text, trigger (status change, upload doc, specific data, etc.), From, To (auto-filled with current record address), CC, BCC & Subject	INC	MOD	NOT
D.1.6.2		X	The Solution should be able to allow the Grad School Staff or Department staff to send individual or mass population notifications either via email and/or to be displayed in each users Notification Area	INC	MOD	NOT
D.1.6.3		X	View permission to email correspondence can be restricted by the department(s) associated with the record or by the Grad School	INC	MOD	NOT

D.1.6.4		X	All email messages sent from the system should follow SMTP/MIME email standards and any emails sent from the system should be automatically saved and associated with a record	INC	MOD	NOT
D.1.6.5		X	System should have a mechanism for submitting or uploading email messages to be stored in the system. Must be compatible with common email clients (MS Outlook, Mac Mail)	INC	MOD	NOT
D.1.6.6		X	User profile should include ability to store and send from multiple verified email addresses (though one should be "primary") example: Graduate.Admissions@oregonstate.edu, Jane.Doe@oregonstate.edu	INC	MOD	NOT
D.1.6.7		X	The Solution should include the ability to store and retrieve text for the email body - such as the 'Signature' function in Outlook	INC	MOD	NOT
D.1.6.8		X	The Solution should be able to save criteria; edit saved criteria; send future mailings from saved criteria	INC	MOD	NOT
D.1.6.9		X	The Solution should allow set up of automatic email text/send criteria (new data, multiple data or time)	INC	MOD	NOT
D.1.6.10		X	The Solution should allow dynamic content within the message based on record data	INC	MOD	NOT
D.1.6.11		X	The Solution should allow email communications to be sent based upon dynamic date relationships	INC	MOD	NOT
D.1.6.12		X	The Solution must integrate with OSU's e-mail system to support sending communication emails from Grad School owned accounts	INC	MOD	NOT
D.1.6.13		X	Send email from within a record (i.e. mechanism to open a new email automatically addressed to primary email address of current record)	INC	MOD	NOT
D.1.6.14		X	System should include the capability to reply to messages stored in the system via the system application	INC	MOD	NOT

D.1.7. Reporting

Number	Req	Pref	Features (native or can be modified to include)			
D.1.7.0		X	The Solution should provide system level audit trails, e.g. tracking the date and user ID for any changes in the Solution	INC	MOD	NOT
D.1.7.1		X	The user should be able to save, retrieve, edit and use queries within the Solution	INC	MOD	NOT
D.1.7.2		X	The type of data queried should be restrict able through group or individual user permissions	INC	MOD	NOT
D.1.7.3		X	The Solution must have the capability to perform complex searches on a nearly any stored data. Please provide specific examples of types of data or specific data which cannot be searched or known types of searches which cannot be performed in your Solution.	INC	MOD	NOT
D.1.7.4		X	The Solution should have a flexible capability to export information/data to a range of media outputs (Excel, CSV, PDF, Word, Text, XML, etc.)	INC	MOD	NOT

D.1.7.5		X	Proposer should provide a reasonable number of OSU approved 'canned' reports	INC	MOD	NOT
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D.1.8. Security

Number	Req	Pref	Features (native or can be modified to include)			
D.1.8.0	X		Grad school should be able to create and edit user types or groups	INC	MOD	NOT
D.1.8.1	X		Faculty should be able to be associated with multiple departments (interdisciplinary faculty)	INC	MOD	NOT
D.1.8.2	X		Transmissions of personally identifiable information should be with an appropriate industry standard encryption	INC	MOD	NOT
D.1.8.3	X		The Solution must support data encryption (SSL). The Solution must allow multiple encryption standards to support international users.	INC	MOD	NOT
D.1.8.4		X	Please describe your minimum passwords requirements	INC	MOD	NOT
D.1.8.5		X	Departments should be able to view/edit only faculty associated with them	INC	MOD	NOT
D.1.8.6		X	Please describe your ID creation process	INC	MOD	NOT
D.1.8.7		X	The general ID rule should be: 1 user ID per human being per verified email address (note: a record can have multiple verified email addresses)	INC	MOD	NOT
D.1.8.8		X	A 'forgotten password' process should be in place. Please describe your id and password retrieval process.	INC	MOD	NOT
D.1.8.9		X	Multiple "user types" (group permissions) should be able to be assigned to a single user (in the case of a single user filling multiple roles)	INC	MOD	NOT
D.1.8.10		X	Grad school should be able to assign, view & edit permissions to sections of each module according to user types	INC	MOD	NOT

D.1.9. Service

Number	Req	Pref	Features (native or can be modified to include)			
D.1.9.0	X		Proposer leads/supports initial data transfer from the OSU hosted Oracle database and the OSU hosted document sever to Solution	INC	MOD	NOT
D.1.9.1	X		Proposer has < 2 hr. response time during implementation	INC	MOD	NOT
D.1.9.2	X		Proposer has < 4 hr. response time during first 4 months	INC	MOD	NOT
D.1.9.3	X		Proposer must reply within the same working day for life of contract	INC	MOD	NOT
D.1.9.4	X		Proposer is willing to develop contingency plan with OSU to ensure data and code preservation	INC	MOD	NOT
D.1.9.5	X		Please describe your customer support staff organization including hours of operation and non-standard hours of operation support.	INC	MOD	NOT

D.1.9.6	X		The Solution must be upgraded (if applicable) through a release management process which occurs on a regular, document-in-advance intervals and outside of the 7AM - 5PM PST timeframe.	INC	MOD	NOT
D.1.9.7	X		Proposer assumes implementation project management lead with dedicated team	INC	MOD	NOT
D.1.9.8	X		Proposer will provide on-site, hands-on training for key end-users in reasonable class sizes; please describe proposed training - including required equipment, preferred class size and any limitations	INC	MOD	NOT
D.1.9.9	X		Proposer will provide on-site "train-the-trainer" sessions; please provide a description of these trainings	INC	MOD	NOT
D.1.9.10	X		Proposer will provide training materials (e.g., videos, manuals, slides, demonstration scripts, demonstration databases, etc.) that can be reused within OSU; please provide a general description of these training materials	INC	MOD	NOT
D.1.9.11	X		Please provide detailed information about the software development model to be used including details about how the proposer ensures their client gets the product they want on time and within budget.	INC	MOD	NOT
D.1.9.12	X		Please provide detailed information about the coding and documentation standards to be used on this project	INC	MOD	NOT
D.1.9.13		X	Proposer will provide training on the database schema, data models, and other appropriate database and code information; please provide a description of the depth and scope of training and a general description of the training materials provided.	INC	MOD	NOT
D.1.9.14		X	The proposer must provide a centrally-available means of tracking bug reports, including number of business days that a bug has been open, anticipated fix date and other commonly available bug tracking metrics	INC	MOD	NOT
D.1.9.15		X	The proposer must maintain a client-accessible tracking log of reported problems, feature requests, release manifests. Proposer provides a searchable on-line database of the above with current status 0	INC	MOD	NOT
D.1.9.16		X	The Proposer must provide test scripts to certify proper installation after each update to ensure that pre-existing reports, scripts, interfaces, etc. are not compromised	INC	MOD	NOT
D.1.9.17		X	Proposer has experience working with Ellucian Banner	INC	MOD	NOT
D.1.9.18		X	The proposer must provide application performance management tools, tuning tools and diagnostic tools	INC	MOD	NOT
D.1.9.19		X	Proposer provides comprehensive technical documentation, including database schema, data models and other appropriate database information	INC	MOD	NOT
D.1.9.20		X	Proposer must produce a demonstrated ability to minimize client's internally-deployed IT support resources	INC	MOD	NOT

D.1.9.21		X	If applicable for contract type, the proposer must provide selective release and version upgrades (i.e. group releases and upgrades and allow reasonable intermediate time between groups unless otherwise necessary, such as for security purposes).	INC	MOD	NOT
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D.1.10. Non-OSU Hosted & Cloud Solutions (only complete if applicable)

Number	Req	Pref	Features (native or can be modified to include)			
D.1.10.0	X		The Solution must have sufficient server storage to retain all data/records inputs over a minimum period of five years.	INC	MOD	NOT
D.1.10.1	X		Data ownership: all data/records entered into the Vendor's system are the property of Oregon State University (OSU). Data must not be accessible to any entity outside of OSU	INC	MOD	NOT
D.1.10.2	X		Please describe the cloud or hosted data center including official Tier level, backup/redundancy scheme, recovery plan, geographic location, personnel security policies, and relevant disaster recovery policies	INC	MOD	NOT
D.1.10.3	X		Describe your defined disaster recovery plan including the following objectives and a details plan of how the objectives will be met: disaster response time, availability, overall uptime target, time to identify, time to diagnose, and time to fix.	INC	MOD	NOT
D.1.10.4		X	Describe how your solution will provide 24/7 availability	INC	MOD	NOT
D.1.10.5		X	The database will allow administrative access for queries, updates and additions/deletions	INC	MOD	NOT

D.1.11. OSU Hosted Solution (only complete if applicable)

Number	Req	Pref	Features (native or can be modified to include)			
D.1.11.0	X		Provide the technical specifications for all necessary hardware and software.	INC	MOD	NOT
D.1.11.1	X		Provide any additional OSU requirements to ensure your solution will succeed	INC	MOD	NOT

D.2

Admissions

D.2.1. General

Number	Req	Pref	Features (native or can be modified to include)			
D.2.1.0	X		Applicant can see checklist showing completed and incomplete application steps	INC	MOD	NOT
D.2.1.1	X		Applicant can have multiple applications in progress; intro page (or "applicant summary" page for departments) will show all applications in progress	INC	MOD	NOT
D.2.1.2	X		The Solution should support concurrent degree programs and multiple applications from the same person. Describe how your Solution would support the following scenario: A student has already achieved an graduate degree, and decides to start a new additional graduate degree.	INC	MOD	NOT

D.2.1.3	X		The text for questions can be set up by the graduate school and the responses can be in the form of (one or more per question): drop down options; text boxes; multiple select; multiple choice/single select.	INC	MOD	NOT
D.2.1.4	X		At time of submission - application is converted to PDF or TIFF image; stored in Solution and uploaded to a specified server location	INC	MOD	NOT
D.2.1.5		X	All application document uploads can be seen in a single checklist item (page)	INC	MOD	NOT
D.2.1.6		X	The Solution can show or hide sections dynamically based on rules defined by the Grad School and based on data entered by the applicant	INC	MOD	NOT
D.2.1.7		X	Records have a "readmit" attribute (flag) that can be set	INC	MOD	NOT
D.2.1.8		X	The Document Upload section should allow a certain number of documents (defined by administrator) to be uploaded with a way to identify the document type (defined by administrator)	INC	MOD	NOT
D.2.1.9		X	System should have capability to send notification (text specified by admin) to specific users/groups (specified by admin) after a certain number of days (specified by admin) from an entry in a date field	INC	MOD	NOT

D.2.2. Intro Section (before login)

Number	Req	Pref	Features (native or can be modified to include)			
D.2.2.0		X	Can view multiple (previously started) applications (continue old app) or start new app	INC	MOD	NOT
D.2.2.1		X	Drill down process to show/hide specific sections e.g. International/Domestic, Major, Campus, degree	INC	MOD	NOT

D.2.3. Grad School

Number	Req	Pref	Features (native or can be modified to include)			
D.2.3.0	X		Grad school can set multiple fee levels (including waiver) based on criteria to be determined (including by major or by application)	INC	MOD	NOT
D.2.3.1	X		Grad school can set department user groups (admin, committee member, dean, etc.) security permissions	INC	MOD	NOT
D.2.3.2	X		Ability to list university "required" documents to be uploaded based on user supplied responses (such as: major, degree, citizenship, residency, etc.)	INC	MOD	NOT
D.2.3.3	X		Add/delete department users	INC	MOD	NOT
D.2.3.4	X		Solution must post and accept posts from OSU payment collection system TouchNet Marketplace uPay (information: www.touchnet.com/web/display/TN/Marketplace)	INC	MOD	NOT
D.2.3.5		X	Grad school has ability to set upload doc types and size limit; or parameters for upload doc types and sizes will be set at system level	INC	MOD	NOT
D.2.3.6		X	Control all levels of security access	INC	MOD	NOT

D.2.3.7		X	Ability configure additional questions to appear based on supplied answers; please describe configurability and any limitations.	INC	MOD	NOT
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D.2.4. Department

Number	Req	Pref	Features (native or can be modified to include)			
D.2.4.0	X		can set/modify application deadline dates by term based upon major, degree and concentrations or tracks	INC	MOD	NOT
D.2.4.1	X		can de-activate department users	INC	MOD	NOT
D.2.4.2	X		Ability for reviewer to add their "acceptance" or "rejection" to an application (note: does not actually accept or reject application - this is more of a "vote")	INC	MOD	NOT
D.2.4.3	X		Specify additional documents to be uploaded based on user supplied responses (such as: major, degree, citizenship, residency, etc.) for majors within the department	INC	MOD	NOT
D.2.4.4	X		Specify additional questions to be displayed based on user supplied responses (such as: major, degree, citizenship, residency, etc.) for majors within the department	INC	MOD	NOT
D.2.4.5	X		Department can assign Primary Admission Role (PAR) - this can be one or more people who actually submit the DAF	INC	MOD	NOT
D.2.4.6	X		can modify availability of a major by term for application and/or perform an override to allow an application	INC	MOD	NOT
D.2.4.7		X	Department Groups (Committees) are created/managed by department	INC	MOD	NOT
D.2.4.8		X	Multiple committees can be created in each department	INC	MOD	NOT
D.2.4.9		X	Department can define routing: reviewer groups; group tiers (primary, secondary, etc.); threshold routing (when next tier is notified (when all/one/threshold members respond) or time trigger)	INC	MOD	NOT
D.2.4.10		X	Maintain/modify web application instructions by major (primarily for added sections)	INC	MOD	NOT

D.2.5. Displays

Number	Req	Pref	Features (native or can be modified to include)			
D.2.5.0	X		Ability to view uploaded documents	INC	MOD	NOT
D.2.5.1	X		provide online checklist visible to applicant to indicate which documents have been received	INC	MOD	NOT
D.2.5.2		X	Ability to share/hide committee comments; comments must be invisible to applicants	INC	MOD	NOT
D.2.5.3		X	Application submission deadline should be prominently displayed on application (Department defined deadline if different from University deadline)	INC	MOD	NOT

D.2.5.4		X	Sortable view of status of indicated upload documents for all applications displayed by student with filters for a wide variety of data fields. For example: term, major, degree, status of submission	INC	MOD	NOT
D.2.5.5		X	Ability for reviewer to share/hide personal comments - attached to individual application	INC	MOD	NOT
D.2.5.6		X	Ability to display multiple deadlines, such as different deadlines for domestic and international applicants	INC	MOD	NOT

D.2.6. Letter of recommendation section

Number	Req	Pref	Features (native or can be modified to include)			
D.2.6.0	X		Student identifies recommenders email address	INC	MOD	NOT
D.2.6.1	X		Solution sends request to identified recommender	INC	MOD	NOT
D.2.6.2	X		Secure login for recommender	INC	MOD	NOT
D.2.6.3	X		Recommender should be able to paste text (type in text box) and upload	INC	MOD	NOT
D.2.6.4	X		Student can send email reminders	INC	MOD	NOT
D.2.6.5	X		Student can add/delete recommenders who have not submitted anything, but cannot duplicate any recommenders	INC	MOD	NOT
D.2.6.6	X		The "Reference Request Email" should include the applicant's relevant demographic information and a link to a reference collection page	INC	MOD	NOT
D.2.6.7	X		The reference collection page should be secure. In other words the page should only be accessible by a username/password or similar embedded in page address	INC	MOD	NOT
D.2.6.8	X		Reference submission status should be viewable by applicant	INC	MOD	NOT
D.2.6.9	X		Applicant should not be able to see reference itself	INC	MOD	NOT
D.2.6.10	X		The minimum and maximum number of references required by major can be set	INC	MOD	NOT
D.2.6.11		X	Departments can add additional questions/requirements (uploads) by major, track, concentration or degree	INC	MOD	NOT
D.2.6.12		X	The Solution should attach a notice to the recommendation if there is a duplicate recommender IP address is identified for the same application -> there should be an "off switch" for this notice available to the Grad School and Department or provide an alternate mechanism to point out suspicious activity	INC	MOD	NOT
D.2.6.13		X	Base reference questions should be set by the Graduate School Admin (questions may be multiple choice, single choice, text box or document upload)	INC	MOD	NOT
D.2.6.14		X	Text editor has text formatting options	INC	MOD	NOT

D.2.7. Prior College Section

Number	Req	Pref	Features (native or can be modified to include)			
D.2.7.0	X		University code lookup using drop down list from data in OSU hosted Oracle database or text entry	INC	MOD	NOT
D.2.7.1	X		Clearly indicate current college	INC	MOD	NOT
D.2.7.2	X		Can enter multiple previous colleges. Please describe how external institutions are tracked in your Solution and what key fields are used to identify and search for them	INC	MOD	NOT
D.2.7.3	X		Can enter multiple degrees from a single college	INC	MOD	NOT
D.2.7.4		X	With each College there is a way to upload the transcripts for that college	INC	MOD	NOT
D.2.7.5		X	If OSU is entered a dynamic text and question(s) (specified and set by administrator) appear (answers are stored with record)	INC	MOD	NOT

D.2.8. Document handling

Number	Req	Pref	Features (native or can be modified to include)			
D.2.8.0	X		Ability to configure document preservation (add, edit, delete documents) by stage in application process	INC	MOD	NOT
D.2.8.1	X		Ability to sort documents by a variety of attributes	INC	MOD	NOT
D.2.8.2		X	Ability to upload additional documents to a category (Add button) Example: Transcripts for University A are uploaded to Transcripts category; clicking "Add" allows user to upload another transcript. Process may continue for as many documents as necessary.	INC	MOD	NOT
D.2.8.3		X	Each college entered in the primary college section of the application form should trigger a corresponding document upload option for the unofficial transcript from that school	INC	MOD	NOT
D.2.8.4		X	Application documents are associated with a specific application - not the applicant. Note: this means that applicants with multiple applications must upload the necessary documents to each application	INC	MOD	NOT
D.2.8.5		X	Capability to Flag, assign colors, priorities to records;	INC	MOD	NOT

D.3 Student & Faculty

D.3.1. Program Planning

Number	Req	Pref	Features (native or can be modified to include)			
D.3.1.0	X		Student retrieves their specific Program template (based on Major, Degree and Thesis requirement). Note: POS Template shows Student's information, campus & committee names/roles	INC	MOD	NOT
D.3.1.1	X		Printing a POS saves the POS content in the database with a unique, searchable ID	INC	MOD	NOT
D.3.1.2	X		Courses in should have the following attributes (required or optional as set by admin): Title; Course Department; Course Number; Credits; Grade; Transfer Credit; (Grad Standalone Non-Grad Standalone); (Capstone [Blanket; (Major Minor)])	INC	MOD	NOT

D.3.1.3	X		Multiple non-course requirements can be recorded	INC	MOD	NOT
D.3.1.4	X		A Program Plan can be saved based on Degree (i.e. only one plan can be saved for a particular degree, but a separate plan can be saved for each Degree the student has been accepted to)	INC	MOD	NOT
D.3.1.5	X		The Solution should provide flexibility in the length of course prefix, number and title since these vary greatly for incoming transfer courses. Please describe any limitations or maximum lengths in your Solution	INC	MOD	NOT
D.3.1.6		X	Program Plan should include a "Planned Term of Coursework Completion" field which can be set as required or optional by department	INC	MOD	NOT
D.3.1.7		X	Course selector should have search or filter ability (e.g. reduce displayed list based on department, keyword, etc.)	INC	MOD	NOT
D.3.1.8		X	Planner should have the ability to identify the school from which each transfer credit course originates	INC	MOD	NOT
D.3.1.9		X	Courses can be 1) selected from a list of courses available at OSU; 2) manually entered with no validation check; 3) chosen from a list of acceptable completed graduate level courses (i.e. course grade must be adequate for course to be selected; coursework not greater than 7 yrs. old for Masters)	INC	MOD	NOT
D.3.1.10		X	Transfer credit school should be 1) selectable from known universities/colleges; 2) able to be entered manually	INC	MOD	NOT
D.3.1.11		X	Program Planning page should provide the option of entering courses: 1) on a term-by-term basis; 2) on a category basis (e.g. Major courses; Minor courses; Capstone; etc.)	INC	MOD	NOT

D.3.2. Program of Study (POS)

Number	Req	Pref	Features (native or can be modified to include)			
D.3.2.0	X		Student or department can upload and 'submit' (upload) signed POS	INC	MOD	NOT
D.3.2.1	X		Grad School can accept or reject POS with comments. Note: this refers to the electronic POS not the PDF version	INC	MOD	NOT
D.3.2.2	X		student can have multiple POS's – one for each concurrent degree (including cert)	INC	MOD	NOT
D.3.2.3	X		There should be configurable permissions to allow a user to change or replace a program of study	INC	MOD	NOT
D.3.2.4	X		The Solution should include the ability for Grad School staff to indicate that the POS has been reviewed and verified (such as a check box)	INC	MOD	NOT
D.3.2.5		X	Courses in Program of Study should have the following attributes: Title; Course Department; Course Number; Credits; Grade; Transfer Credit; (Grad Standalone Non-Grad Standalone); (Capstone [Blanket; (Major Minor)])	INC	MOD	NOT
D.3.2.6		X	The Solution should sum the total credits in designated sections of the program of study	INC	MOD	NOT

D.3.2.7		X	The Solution should figure the GPA designated sections of the program of study, based upon known GPA rules	INC	MOD	NOT
D.3.2.8		X	The Solution should store the graduate level (02) academic history of every student	INC	MOD	NOT
D.3.2.9		X	Permissions should allow only Grad school to indicate the satisfaction of some-non-course related requirements in a record and allow Department admin to indicate the satisfaction of other non-course related requirements	INC	MOD	NOT
D.3.2.10		X	Student can see University and department defined requirements during Program of Study creation and after approval	INC	MOD	NOT
D.3.2.11		X	Student, committee members and Grad School can leave persistent comments on Program of Study page - both pre and post final approval	INC	MOD	NOT
D.3.2.12		X	After clicking on "Request a change to POS" the POS courses should be displayed with a "Remove course" beside each and an "Add course" section The "Add Course" section should be same as when creating a new POS	INC	MOD	NOT
D.3.2.13		X	After submitting the added and removed courses the student should be presented with a verification screen showing the courses to be removed and added	INC	MOD	NOT
D.3.2.14		X	POS should include the ability to display non-course related requirements (exams, thesis, etc.)	INC	MOD	NOT
D.3.2.15		X	The solution should display changes requested and allow student to verify changes (e.g. click 'accept' button)	INC	MOD	NOT
D.3.2.16		X	If a course grade is available it should be displayed beside the course on the POS - according to system and administrator defined logic (for example: course with grade needs to match department, course number and number of credits)	INC	MOD	NOT
D.3.2.17		X	The Solution should allow logic for which course grades are displayed on the POS (for example: display only if greater than a certain grade; coursework not greater than 7 yrs. old for Masters)	INC	MOD	NOT
D.3.2.18		X	The solution should allow course group logic (for example: grades for multiple courses with the same course number should be applied to appropriate courses on POS but not duplicated)	INC	MOD	NOT
D.3.2.19		X	Term should be displayed with course grade	INC	MOD	NOT
D.3.2.20		X	If there is a course with multiple grades (course is repeated); the Solution should follow OSU repeat rules	INC	MOD	NOT
D.3.2.21		X	POS should include an indicator of the satisfaction of course requirement progress	INC	MOD	NOT

D.3.3. Grad Faculty - Student Interface

Number	Req	Pref	Features (native or can be modified to include)			
D.3.3.0	X		Creating a committee: Student can identify a role to be filled (Major professor; Member; Grad Committee Rep) and search available Faculty by name or OSU ID based on identified role	INC	MOD	NOT
D.3.3.1	X		Students can change faculty filling a particular role	INC	MOD	NOT
D.3.3.2	X		Students can add additional pre-defined roles/faculty	INC	MOD	NOT
D.3.3.3	X		Grad School can 'freeze' student committee membership	INC	MOD	NOT
D.3.3.4		X	Solution provides students links to faculty CV's	INC	MOD	NOT

D.3.4. Grad Faculty - GCR List

Number	Req	Pref	Features (native or can be modified to include)			
D.3.4.0	X		GCR list displayed to student is populated with Faculty with following attributes: A) Approved for GCR Status; B) Has student's major listed as an 'interest'; C) Faculty is not approved for other levels of service in student's major	INC	MOD	NOT
D.3.4.1		X	Potential GCR faculty list will be weighted such that faculty serving on more committees will be at the bottom	INC	MOD	NOT
D.3.4.2		X	Student can print a specific number (identified by admin) of GCR's from the committee creation page and from other locations (to be determined)	INC	MOD	NOT

D.3.5. Grad Faculty - Department Interface

Number	Req	Pref	Features (native or can be modified to include)			
D.3.5.0	X		Can view all faculty nominated by the Unit by approval level	INC	MOD	NOT
D.3.5.1		X	Department can upload or paste in text field CV of faculty members	INC	MOD	NOT
D.3.5.2		X	Department can nominate faculty for Approval level for particular majors; can identify nominator if other than user (admin staff placing recommendation for department head); with comments	INC	MOD	NOT
D.3.5.3		X	Department can nominate anyone with a university ID number and/or appointment	INC	MOD	NOT
D.3.5.4		X	Department can nominate someone outside university by providing specific information	INC	MOD	NOT
D.3.5.5		X	Department can remove Faculty Approval Level attributes (include safeguard for active committee member)	INC	MOD	NOT
D.3.5.6		X	Approvals can be routed to official approver (usually Unit Head)	INC	MOD	NOT
D.3.5.7		X	Unit head can designate a delegated "approver"	INC	MOD	NOT
D.3.5.8		X	Department can add cc's on email correspondence	INC	MOD	NOT

D.3.6. Grad Faculty - Faculty Interface

Number	Req	Pref	Features (native or can be modified to include)			
D.3.6.0		X	Faculty (for self) can select 'interest' attributes (potentially many can be selected)	INC	MOD	NOT
D.3.6.1		X	Can view (self) approval level by major	INC	MOD	NOT
D.3.6.2		X	Faculty can replace, update own CV	INC	MOD	NOT
D.3.6.3		X	Faculty can update address, contact information and url on own record	INC	MOD	NOT
D.3.6.4		X	GCR can select academic interests	INC	MOD	NOT

D.3.7. Grad Faculty - Faculty attributes

Number	Req	Pref	Features (native or can be modified to include)			
D.3.7.0	X		Faculty can be assigned attributes (one to many attributes from a check list and single attribute from a drop down list- all defined by grad school admin)	INC	MOD	NOT
D.3.7.1	X		Faculty attributes can only be assigned by users with specific permissions	INC	MOD	NOT

D.3.8. Graduate Learning Outcomes

Number	Req	Pref	Features (native or can be modified to include)			
D.3.8.0		X	Provide web interface/or data form for collection of Graduate Learning Outcomes (GLO) for each student	INC	MOD	NOT
D.3.8.1		X	GLO questions should have Grad School (General University) defined questions and Department defined questions	INC	MOD	NOT
D.3.8.2		X	Questions can be targeted for a particular program/major (i.e. question will only show for designated program/major)	INC	MOD	NOT

D.4 Placement & Alumni

D.4.1. General

D.4.1.0		X	Ability to 'classify' current employment of alumni based on Department defined list of classifications (with associated date)	INC	MOD	NOT
D.4.1.1		X	Ability to assign admin department defined status (e.g. unemployed, self-employed, pursuing further education, etc.) with associated date	INC	MOD	NOT
D.4.1.2		X	Allow upload of documents to alum record, including resume, responses to emails, etc.	INC	MOD	NOT
D.4.1.3		X	Ability to save history of status changes with associated dates	INC	MOD	NOT

D.5 Grants & Scholarships

D.5.1. General

D.5.1.0		X	Modifiable list of Funds (Grants/Scholarships) with the attributes: name, amount, award criteria, encumbered amount, academic year	INC	MOD	NOT
D.5.1.1		X	Students records can be offered one or more funds of modifiable amounts (this action encumbers amount offered in fund, sends email offer to student)	INC	MOD	NOT
D.5.1.2		X	Ability to send student modifiable email offer letter (auto populate with fund name, criteria and amount of offer)	INC	MOD	NOT
D.5.1.3		X	Student View: offered amount, view fund criteria, ability to accept sub-total (modifiable) offered amount, reject offer (un-encumber amount), view paid amount	INC	MOD	NOT
D.5.1.4		X	Students records can be assigned (awarded) one or more funds of modifiable amounts	INC	MOD	NOT
D.5.1.5		X	Student records: funds can be released (non-responders) - amount is un-encumbered in fund	INC	MOD	NOT
D.5.1.6		X	Grad School View: all accepted, encumbered, rejected, non-responders [resend modifiable email], paid, accepted but not paid, *ability to drill down to individual status	INC	MOD	NOT
D.5.1.7		X	Warning onscreen message in Grad School Fund view if amount encumbered for a fund exceeds fund total (shows amount exceeded). Note: does not restrict fund over-encumbrance	INC	MOD	NOT
D.5.1.8		X	Paid status is updated from external database	INC	MOD	NOT
D.5.1.9		X	When a student is assigned a fund, this information is passed to SMS in a pre-prescribed format	INC	MOD	NOT
D.5.1.10		X	Department View: individual student status	INC	MOD	NOT