OSU
Oregon State
U N I V E R S I T Y

REQUEST FOR PROPOSAL
No. EH164824P

Next Generation Learning Management System

PROPOSAL DUE DATE AND TIME:
January 10, 2014 (3:00 PM, PT)

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

1.0	**GENERAL**

1.01   SCHEDULE OF EVENTS
- Issue Date ....December 10, 2013
- Deadline for Requests for Clarification or Change ....December 23, 2013 (3:00 pm, PT)
- Proposal Due Date and Time ....January 10, 2014 (3:00 pm, PT)

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

1.02   PRE-PROPOSAL CONFERENCE
A Pre-Proposal Conference will not be held.

1.03   ISSUING OFFICE
The Procurement, Contracts, and Materials Management (PCMM) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Proposers must only use this contact to communicate with the OSU community during the RFP process. Failure to do so may put the Proposer at risk of being disqualified from further consideration. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04   ADMINISTRATIVE CONTACT
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Name:       Edward Hyatt
Title:      Procurement Supervisor
Telephone:  (541) 737-7349
Fax:        (541) 737-2170
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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

Procurement, Contracts, and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for an enterprise-wide next generation learning management system (LMS). In keeping with our land-grant mission, OSU requires an LMS platform that supports our complex and dynamic educational environment, allows OSU to enable education across all access points, and is built on modern technologies with strategic readiness for future innovation.

2.02   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, a 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, 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 28,000 students from every county in Oregon, every state in the country and more than 90 nations. OSU's Ecampus offers 900 courses online in over 80 subjects. Ecampus's online offerings include 16 undergraduate degrees, 18 online minors, and distance graduate degrees and programs. Through outreach and extension programs, OSU supports tens of thousands more Oregonians from elementary educational programs, through lifelong learning opportunities, and through professional and industry programs.

2.03   BACKGROUND

As one of the nation's pre-eminent land-grant universities, it was imperative that OSU assess its methods of instructional delivery and the tools used to help faculty perform their jobs and students meet desired learning outcomes. To accomplish this, OSU conducted an extended analysis to define the campus' expectations for learning. These expectations were identified:

1. Frequent feedback: Students should receive frequent and timely feedback so that they can gauge learning and make adjustments incrementally.
2. Frequent interaction with other students and faculty: Learning is a social process and thus occurs through meaningful, deliberate interactions in classrooms, out of class work, and co-curricular experiences.
3. Flexible and adaptive learning environments: Learning environments should appropriately adapt and respond to diverse and evolving student needs. This includes instructional space (on-site or online) that accommodates different teaching approaches and learning assignments, as well as instructional design that takes into account the diverse needs and goals of students.
4. Active learning: Students should engage with course content to problem-solve and construct meaning. This is to be distinguished from the relatively passive knowledge-recipient mode of traditional lectures.
5. Clear articulation of expectations: Students and faculty should have a shared understanding of learning outcomes and how course (or co-curricular experience) components align with and contribute to these. Additionally, students and faculty should have a shared understanding of performance standards.
6. Teaching for transfer and integration: Students create transferrable skills and knowledge and make connections between different learning experiences. Students think beyond the midterm or final to how learning will be extended to other courses and learning experiences. This includes making connections across disciplines and transferring knowledge and skills to co-curricular experiences on campus and beyond.
7. Teaching that fosters reflection and the development of metacognition: Curriculum, pedagogy, and technology require students to become self-guided learners who recognize what they know and don't know and to develop as increasingly effective and independent learners.

8. Access to reliable and consistent technology: In order to deliver high-quality instruction and co-curricular experiences, faculty and students need classroom technologies to be consistent and reliable.
9. Access to fill in gaps in prior knowledge: Academic support services and disciplinary review materials are available in recognition of differing levels of student preparedness and natural gaps in prior knowledge. This applies equally to technology literacy gaps for students and faculty.

As part of this analysis, our current learning management system was benchmarked against the alternative products available in the market and the LMS strategies of other universities.

The committees that performed this analysis concluded that OSU would be well served to conduct an exploration of next-generation learning tools to assist the OSU community in meeting 21st century expectations for academic engagement, communication and information retrieval. Based on the responses the committee received from faculty and students, it was determined the current technological tools aren't performing up to the standards that faculty and students need for impactful teaching and learning.

In developing instructional technology recommendations and actions for OSU, it is also valuable to acknowledge trends in higher education that speak to the potential and ability of technology to enhance student engagement, collaboration and academic success. The committee findings support the observation that technology and our understanding of learning are ahead of current academic practice, but the tools within the traditional LMS appear to support the status quo.

Building on information gathered from the previous analyses, a new OSU taskforce has been charged with exploring a wide range of innovative tools that can more effectively meet our learning expectations. To support the achievement of the stated learning goals, OSU is seeking a Next Generation learning management platform that offers:

- User delight, through an elegant, accessible, intuitive and device independent interface, with support for mobile devices and a bring-your-own-device environment.
- Integration with other university systems to allow for the seamless flow of data to support learning, teaching and analysis.
- Flexibility across access points for learning, whether in formally structured face-to-face, hybrid and flipped, or fully online education, and whether for degree seeking learners, noncredit, community based education, or open education.
- Extensibility and customizability through add-ons, enhancements and interoperability to support evolving pedagogy
- Confidence through a robust, highly available, and scalable infrastructure, excellent support, and industry standard security practices.
- Evaluation capability through meaningful reports, statistics and data availability
- Value by reducing our cost of operating the LMS (including license and support burden), allowing staff to focus on activities that provide the most benefit to learners and teachers.
- Currency through use of modern technologies with strategic readiness for emerging technologies.
- Security through protection of student and instructor information at rest and in transport and a means of authentication that fits OSU's evolving approach to identity management.

2.04   CURRENT OSU LMS AND INFORMATION TECHNOLOGY ENVIRONMENT

OSU currently has a locally-hosted implementation of Blackboard, v. 9.1 Service Pack 13. OSU uses Banner for its ERP and Student Information System. OSU has adopted Google Apps for student e-mail and will be using those apps for other instructional needs.

From summer 2012 through spring 2013, OSU's current LMS documented 2,263 uniquely-identifiable instructors, associated with 9,009 active courses, which were accessed by 31,904 students. Compared to the previous year, instructor adoption of Blackboard has increased by 8%. OSU expects these numbers to continue to increase in the coming year, with fully online courses taking the lead. OSU reached a peak number of 5,152 authenticated LMS users during finals week Spring 2013.

Course breakdown by type:

- Cascades campus (Bend, OR) – 3% (230 courses)
- INTO (on the Corvallis campus) – 4% (276 courses)
- Ecampus – 17% (1,320 courses)
- Corvallis campus – 76% (5,953 courses)

Oregon State University has an estimated Fall Quarter 2013 headcount enrollment of 27,427, and OSU has a stated goal of reaching a headcount enrollment of 35,000 students across the entire campus environment (Corvallis, Cascades, Newport and online) by the year 2018.

Oregon State University is committed to providing equality of opportunity to persons with disabilities, including equal access to OSU programs, services and activities provided through information technology (IT).

3.0	SCOPE OF WORK

3.01   SCOPE OF WORK

Oregon State University is requesting proposals to furnish and implement a Next Generation Learning Management Platform that will fully integrate with our existing computing and network environment. OSU will consider both Proposer-hosted and OSU-hosted solutions. For the purpose of this RFP, "Proposer-hosted" can refer to any type of off-premises alternative where the vendor installs and maintains the proposed software and manages, or contracts for, any needed hardware, including LMS implementations directly hosted by the Proposer as well as cloud or software as a service options.

OSU requires a comprehensive solution that fully addresses the features and needs set forth in **Exhibit D** of this RFP, including a software solution and relevant services. OSU is seeking the following services as part of the comprehensive solution:

- **Implementation Services** - Any services needed to implement an operational instance of the solution, whether Proposer-hosted or locally-installed, including, if needed, installation and configuration of the solution.

- **Training -** The training needed by OSU staff and students to successfully use the solution.

- **Support** - On-going support and service, including customer support 24 hours per day 7 days per week, and any needed system upgrades, fixes, data recovery assistance, and enhancements to the items installed.

- **Migration Services -** In addition, the successful Proposer must provide a migration plan and services that will move the content of OSU's current LMS to the chosen solution. This may include the tools, resources and services needed to migrate course data/content within a timeframe to be established by OSU.

OSU is seeking an open and extensible solution, one that will give OSU the maximum flexibility to connect the solution to additional vendor-provided, local or cloud-based applications, to access data and functionality through Application Programming Interfaces (API's) and to easily add or export instructional content.

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 proceed with its evaluation of Responsive Proposers as described in Sections 5.0 and 6.0 below.

    a. Proposers must have more than 3 years of experience in delivering enterprise-level, campus-wide solutions to higher education institutions with a student headcount of 28,000 or more through the Proposer's hosted implementation of their LMS environment.

    b. Proposers must have more than 20 current, in-production higher education clients using the Proposer's hosted implementation of their LMS environment.

4.02   MINIMUM SYSTEM SPECIFICATIONS

In order to qualify as a Responsive Proposal, the Proposal needs to meet the minimum system specifications below. After verification that the minimum specifications have been met, OSU will proceed with its evaluation of Responsive Proposals as described in Sections 5.0 and 6.0 below.

    a. Proposing vendors must provide a Proposer-hosted LMS solution. Locally-hosted solutions may be considered, at OSU's sole discretion, from Proposers that provide both the Proposer-hosted and locally-hosted solutions.

5.0	REQUIRED SUBMITTALS

5.01   QUANTITY OF PROPOSAL

Submit one (1) original hard copy Proposal and one (1) electronic copy (PDF format) on flash drive/DVD/CD. Original should contain original signatures on any pages where a signature is required. Proposals must contain the submittals listed in Section 5.02 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.

Requirement submittals listed below are designated as "Mandatory" (M) or "Evaluated" (E), or both (M/E).

(M) - Mandatory Requirement. The Proposer MUST meet this requirement. The determination as to whether the Proposer meets the mandatory specification rests solely with OSU. If OSU determines that a Proposer does not meet a mandatory requirement as specified, or has not included mandatory information, the proposal may be deemed non-responsive, and no further evaluation will occur. In addition, wherever the words "must," "shall," or "will" appear, this denotes a <u>Mandatory</u> requirement.

(E) - Evaluated.   Proposers are expected to provide comprehensive written responses to evaluated specifications. These responses will be reviewed to support the evaluation processes set forth in Section 6.0 below. Proposers should structure their responses in the order in which the required submittals appear in this Section of the Request for Proposal.

Proposers must include the following information:

    1. **Proposer Minimum Qualifications**- Proposer must provide information demonstrating that the Proposer has the minimum qualifications required under RFP Section 4.01. **(M)**

    2. **Proposer Minimum System Specifications**- Proposer must provide information demonstrating that the Proposer's LMS meets the required minimum system specifications required under RFP Section 4.02. **(M)**

3. **Business History** - Proposals will include the business name, history, number of years in business, ownership (including identifying the parent corporation and any subsidiaries), address, telephone number and email of the Proposer, a copy of the Proposer's annual report (where applicable), and a cover letter summarizing the proposal. **(M/E)**

4. **Financial Qualifications** - Proposer must submit sufficient evidence of financial capability to meet the responsibilities to perform the contract, which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby OSU can determine Proposer's credit rating or financial capability. It will be at OSU's sole discretion to determine if evidence submitted is sufficient to determine financial capability. OSU reserves the right to request further information as needed for clarification purposes. **(M/E)**

5. **Proposer Qualifications** - Proposals must set forth the qualifications of the Proposer to perform the contract, including providing a company resume, as well as a description of the resources available to Proposer to perform the project. Proposer must provide the number of FTE in R&D, Software Development Support, Sales Marketing, Training, Helpdesk Support, Administrative/Other). Proposer must provide organizational charts. **(M/E)**

6. **Third Party Vendors** - Proposer must list any third party vendor who will be involved in providing the proposed solution. **(M/E)** For each of these third parties, provide the following:

    a. A description of the third party's role in delivering the needed solution.
    b. A history of the Proposer's working relationship with the third-party.
    c. Three references for the third party with descriptions of projects where the Proposer has previously used the third party vendor.

7. **Strategic Partnerships** - Proposer should describe any of its strategic partnerships or alliances with other technology or educational entities that will benefit OSU. **(E)**

8. **Business Personnel** - Proposer will provide examples of the type of personnel who may be assigned to this project. Include concise business biographies or resumes. This information must include their areas of expertise and their experience with projects of similar scope and nature. **(M/E)**

9. **Working Relationship** - Proposer must provide a detailed description of procedures and other aspects of the working relationship expected between Proposer and OSU and must include a description of the relationship between key contacts within Proposer's organization. **(M/E)**

10. **Client Acquisition, Retention and Support** - Proposer must provide the following: **(M/E)**

    a. Detail new customer acquisition rates for the past three years.
    b. Detail client retention rates for the past three years.

11. **Product Input** - OSU would like the ability to provide feedback to the Proposer by actively sharing its experience with their products and would also like to affect product development. Describe your philosophy of what defines an open and collaborative LMS provider. Give examples of institutional partnerships that exemplify this philosophy. Identify the opportunities available that will let OSU shape the product, support and services provided by the LMS provider. Describe events and user communities available and/or supported by the LMS provider in which OSU can learn from other users and clients and provide product input. **(M/E)**

12. **Product Roadmap** - Proposer must provide a graphic as well as a narrative description of its Product Roadmap that offers a "big picture" of where the design and development of this product is going in the next three years. Also, provide the anticipated schedule for software enhancements and upcoming or planned releases in the next year. **(M/E)**

13. **Certifications** - Proposer must provide a fully completed **Exhibit B**. **(M)**

14. **References** - Proposers must provide fully completed **Exhibit C**, addressing all aspects of the requested references. **(M/E)**

Submittals #15-17 require submission of information about the Proposer's hosted implementation of its LMS. If the Proposer wishes to propose an OSU-hosted or locally –hosted implementation of the LMS, the differences in solution capabilities, implementation plans, and pricing should be addressed as part of Submittal #18.

15. **Needed Instructional and System Features** - Proposals must include a full description of if, and how, Proposer's system and services address the Needed Instructional and System Features identified in **Exhibit D** of this RFP. (**M/E**)

16. **Sandbox and Implementation Plans** - Proposer must provide a detailed plan to implement a Sandbox and a plan to implement the proposed LMS. Details the implementation plan must address are provided in **Exhibit E**. **(M/E)**.

17. **Pricing Proposal** - Proposers must provide detailed pricing including the total cost of the software solution and any needed services. The pricing proposal shall include, but not be limited to, any costs related to implementation, training, resource requirements, software, and hosting. Details the pricing proposals must address and the required submittal format are provided in **Exhibit F**. **(M/E)**

18. **Proposal for Locally Hosted LMS Option** - This is an optional submittal for Proposers with a locally-hosted solution. Details the optional proposal must address, if submitted are provided in **Exhibit G**. **(E**)

19. **Submittals Checklist** - Worksheet for Proposers to validate that all required submittals and content is accounted for in their proposals. **Exhibit H**

6.0   EVALUATION AND AWARD

The stages of review and evaluation are as follows:

6.01   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. Proposer's that do not meet the minimum qualifications or the minimum system specifications may also 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).

6.02   STAGE 1 EVALUATION
Those Proposals determined to be Responsive will be evaluated using the required submittals. An LMS Review Taskforce will produce lists of the strengths, weaknesses and differentiating features of each vendor's proposals and will rank the proposals in each of the following categories:

Ranking Category	Relevant Submittals
Fit with OSU's goals for instruction and technology	15. Needed Instructional and System Features; 12. Product Roadmap
Best experience for students and instructors	15. Needed Instructional and System Features
Company Capabilities	3. Business History; 4. Financial Qualifications; 5. Proposer Qualifications; 6. Third-Party Vendors; 7. Strategic Partnerships; 8. Business Personnel; 10. Client Acquisition, Retention and Support; 14. References
Relationship	9. Working Relationship; 11. Product Input
Implementation Approach	16. Sandbox and Implementation Plan
Cost	17. Pricing Proposal and 18. Pricing Proposal (Optional)

In order to aid the Taskforce in its Stage 1 evaluation, OSU would like Proposers to provide access (at no cost to OSU) to a demonstration environment of the Proposer's system (this is not required, but is strongly desired). This is a distinct and separate request from the Stage 2 "Sandbox" described below.

After the Taskforce members have evaluated the proposals and ranked them in the manner described above, the Review Taskforce will then meet to determine a new consensus cumulative ranking of the proposals. In this consensus ranking, the Taskforce may not give equal weighting to all categories. OSU anticipates that fewer than four of the top ranked proposals (a competitive range) will proceed to the Stage 2 evaluation.

6.03   STAGE 2 EVALUATION

Proposers invited to participate in the second stage evaluation must, at no cost to OSU, implement and host a fully-functional demonstration or "Sandbox" environment that can accommodate multiple concurrent users (in technical, student, instructor, and administration roles) over a multi-week timeframe from early March through June 2014. The Sandbox will be used to host live courses in Spring term 2014, as well as demo courses during that time (March 13- June 13). The Sandbox environment must be accessible to any OSU chosen users who may be in any location. OSU will use the Sandbox environments to assess LMS system core functionality and usability.

Proposers are requested to provide a plan and suggestions for the implementation of their system for the Stage 2 Sandbox environment. See **Exhibit E**.

In addition to the Sandbox, OSU may choose any, all or a combination of the following methods in which to proceed:

i. Issue a written invitation to Proposers within the competitive range requesting an interview and on-campus presentation to students, faculty and administration.

ii. Engage in oral or Written discussions with and receive best and final Proposals from Proposers in the competitive range. 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.

Based on the submittals, experience with the Sandboxes, and any of the additional methods enumerated above or described elsewhere in this RFP, the Review Taskforce will rank the Proposers and choose one vendor as the top ranked, successful respondent to this RFP. A Contract will be awarded to the Proposer which, in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

OSU-hosted proposals will only be reviewed once the top ranked Proposer has been identified. That Proposer's proposal, if any, for an OSU-hosted or locally-hosted implementation of their solution will be reviewed to determine whether it presents a preferable alternative to the Proposer-hosted implementation. The determination whether the locally-hosted solution is a preferable alternative to the Proposer-hosted implementation will be at OSU's sole discretion.

6.04   ADDITIONAL EVALUATION STAGES
If an award is not made after completion of the Stage 2 evaluation OSU may add another stage of evaluation using any of the methods outlined above.

6.05   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. Implementation Schedule
    d. Payment schedule (go-live date instead of implementation)
    e. Milestones/deliverables
    f. Performance measurement/Service level agreements/remedies or incentives
    g. Software license
    h. Source code/escrow
    i. Business/functional aspects
    j. Technical aspects
    k. Functional/performance testing
    l. Final acceptance criteria
    m. Warranty/ Warranty period
    n. Training/documentation
    o. Maintenance and support
    p. Transition services
    q. Change process/administration
    r. Project management
    s. Key personnel, if any
    t. Subcontractors, if any
    u. Reporting requirements
    v. Security/Privacy policy requirements
    w. Invoicing/Payment
    x. Cap on subscription fee increases year-to-year
    y. Payment withhold schedule, if any
    z. How usable data will be returned at end of contract
    aa. 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 legal review or execution of the Contract.

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

7.02   REQUESTS FOR CLARIFICATION OR CHANGE

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

7.03   ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PCMM will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you are advised to consult the OUS procurement website, prior to Proposal submittal, to ensure 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. **Proposers should be aware that proposal materials not labeled "trade secret" will be widely shared on campus because students, faculty and staff are involved in the proposal review process.**

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 two hundred forty (240) 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 in 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 by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.16 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM 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 Office of General Counsel.

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 three (3) business 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.

DEFINITIONS: As used in this Contract, the terms set forth below are defined as follows:

i. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
  i. The Solicitation Document and its Attachments and Addenda, if any; and
  ii. The Purchase Order or Agreement Issued by OSU

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

iii. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;

iv. "OAR" means the Oregon Administrative Rules;

v. "ORS" means the Oregon Revised Statutes;

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

vii. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

viii. Software terms:

  i. Programming Methodology. Collaboration with OSU. In connection with the services to be performed under this Contract, and unless and to the extent otherwise directed by OSU, Contractor will employ iterative and incremental programming methodology as described in 3.a ("Programming Methodology"). Contractor further acknowledges that OSU's present intention is to participate in the design and development of the Deliverables with an initial goal of participation by OSU and Contractor employees. Accordingly, Contractor will use its best efforts to support this goal. Notwithstanding anything that may be to the contrary in this Contract, however, and notwithstanding that OSU may participate in the software development contemplated hereunder in accordance with the Programming Methodology: (i) OSU will have no affirmative obligation to perform any software programming in connection with the subject matter of this Contract; and (ii) no performance by OSU of any software programming will be a condition precedent to Contractor's obligation to perform the services. Notwithstanding the generality of the foregoing, in the interest of saving time or for any other reason, OSU may, from time to time, and at any time, direct Contractor to conduct all software programming without the active participation of OSU.

  ii. Documentation. Contractor acknowledges that providing high-quality documentation in connection with the Deliverables is an essential component of the services to be provided under this Contract. Accordingly, the Parties will cooperate in good faith to determine a standard of quality and formatting for the documentation (the "Documentation Standard"). All documentation created by Contractor under this Contract will conform to the Documentation Standard. In any event, the Documentation will meet or exceed known industry standards for software programming documentation.

  iii. Status Reports. During the course of performing the services, and until the final Deliverable to be delivered under this Contract has been delivered to OSU, Contractor will provide status reports to OSU no less often than once each week. At a minimum, each such status report will state the following: (i) progress made since the last status report submitted to OSU; (ii) any barriers to the continued progress of the project; (iii) any reasonable measures OSU could take to speed or otherwise improve Contractor's ability to perform the services.

ACCEPTANCE OF SERVICES: Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the services and cancel the Contract in whole or in part.

ACCESS TO RECORDS: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon State Board of Higher Education, 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. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

AFFIRMATIVE ACTION: Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

APPLICABLE LAW, JURISDICTION AND VENUE: This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.

a. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

b. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

COMPLIANCE WITH APPLICABLE LAW: Contractor shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) 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) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115, (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628, (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

CONFIDENTIALITY: This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

DELIVERY: All deliveries are F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the Solicitation Documents or on the face of the Purchase Order issued by OSU. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.

EXPORT CONTROL: Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

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 make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

GOVERNMENT EMPLOYMENT STATUS: Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

INDEMNITY, RESPONSIBILITY FOR DAMAGES: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.

    a. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

    b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.

    c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

INDEPENDENT CONTRACTOR STATUS: The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

INSPECTIONS: Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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.

INVOICES AND PAYMENT TO CONTRACTOR: Contractor shall send invoices to OSU for goods and services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:
   a. The Purchase Order number;
   b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
   c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
   d. The total amount due and the payment address.

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

NECESSARY COMPONENTS: Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

NON-COMPLIANCE: If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

NOTICE: Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and delivered to the other party via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

ORIGINAL WORKS: All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this Contract, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OSU. OSU and Contractor agree that such original works of authorship are "work made for hire" of which OSU is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," Contractor hereby irrevocably assigns to OSU any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OSU's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OSU. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor intellectual property, or is a compilation that includes Contractor intellectual property, Contractor hereby grants to OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf. In the event that Work Product created by Contractor under this Contract is a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Contractor shall secure on OSU's behalf and in the name of OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the third party intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf.

OSU NAME AND TRADEMARK: Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

PARKING: Contractors doing business on the OSU campus may be required to have a permit to park, if utilizing restricted street parking or parking lots. Contractor parking permits may be picked up from OSU's Office of Transit & Parking Services.

RECYCLABLE PRODUCTS: Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

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

RETIREMENT SYSTEM STATUS: Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION: Goods and services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

SEVERABILITY: The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

SEXUAL HARASSMENT: The State Board of Higher Education has adopted polices applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

STANDARD COMPONENTS: Unless specified, Contractor shall provide goods with all components and accessories that the manufacturer lists as "standard" for goods.

SURVIVAL: The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

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

TERMINATION: This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

THIRD PARTY BENEFICIARY: OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

WAIVER: Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

WARRANTIES: Unless specified, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for goods and carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.

WORKERS' COMPENSATION: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

MERGER: THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

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

EXHIBIT C
REFERENCES

Proposers must provide a minimum of five examples of similar LMS projects that have been successfully completed. All of the references must be LMS installations similar in scope and nature to this OSU project; three of the implementations must have been completed within the last calendar year. The information submitted for each of the references must include:

REFERENCE 1

UNIVERSITY OR COLLEGE NAME:		CONTACT NAME:	
ADDRESS:		PHONE NUMBER:	
CITY, STATE ZIP:		E-MAIL:	
WEBSITE:		SYSTEM INSTALLATION DATE:	
NUMBER OF ACTIVE COURSES:		NUMBER OF STUDENTS SUPPORTED:	
SOFTWARE LICENSED:		LENGTH OF IMPLEMENTATION PROJECT:	

REFERENCE 2

UNIVERSITY OR COLLEGE NAME:		CONTACT NAME:	
ADDRESS:		PHONE NUMBER:	
CITY, STATE ZIP:		E-MAIL:	
WEBSITE:		SYSTEM INSTALLATION DATE:	
NUMBER OF ACTIVE COURSES:		NUMBER OF STUDENTS SUPPORTED:	
SOFTWARE LICENSED:		LENGTH OF IMPLEMENTATION PROJECT:	

REFERENCE 3

UNIVERSITY OR COLLEGE NAME:		CONTACT NAME:	
ADDRESS:		PHONE NUMBER:	
CITY, STATE ZIP:		E-MAIL:	
WEBSITE:		SYSTEM INSTALLATION DATE:	
NUMBER OF ACTIVE COURSES:		NUMBER OF STUDENTS SUPPORTED:	
SOFTWARE LICENSED:		LENGTH OF IMPLEMENTATION PROJECT:	

REFERENCE 4

UNIVERSITY OR COLLEGE NAME:		CONTACT NAME:	
ADDRESS:		PHONE NUMBER:	
CITY, STATE ZIP:		E-MAIL:	
WEBSITE:		SYSTEM INSTALLATION DATE:	
NUMBER OF ACTIVE COURSES:		NUMBER OF STUDENTS SUPPORTED:	
SOFTWARE LICENSED:		LENGTH OF IMPLEMENTATION PROJECT:	

REFERENCE 5

UNIVERSITY OR COLLEGE NAME:		CONTACT NAME:	
ADDRESS:		PHONE NUMBER:	
CITY, STATE ZIP:		E-MAIL:	
WEBSITE:		SYSTEM INSTALLATION DATE:	
NUMBER OF ACTIVE COURSES:		NUMBER OF STUDENTS SUPPORTED:	
SOFTWARE LICENSED:		LENGTH OF IMPLEMENTATION PROJECT:	

A. Documentation and System Access

Proposer must supply electronic copies of, or links to, copies of all documentation for the proposed solution intended for use by students, instructors, non-technical administrators, and technical staff. Proposer may also supply access to training materials intended for the same audiences. Proposer may also supply access to a demonstration environment of its system. Unlike the Sandbox implementation proposed elsewhere in this RFP, this demonstration environment will only be used for a small subset of the Review Taskforce (fewer than 10 individuals) and it will not be used to host a live course

B. Needed Instructional and System features

The following is a list of core features that OSU needs in its learning management platform. For each item in the list, the Proposer must provide information on how its LMS meets the needed feature by responding to one or more of the stated questions. The questions request descriptive information and additional documentation for features in the Proposer's LMS solution. Additional pages may be used if the space provided in the tables below is not sufficient.

For each feature described in the tables below, state whether and how the proposed system meets the need as well as each of the following

- ▪ Indicate if functionality is included in the base system.
- ▪ If in development, indicate date it is expected to be released.
- ▪ If additional license or 3rd party product is required, include details and indicate date available

This list of needs or goals in this section of the RFP is not an exhaustive list of the features and capabilities expected from any LMS; many features of the LMS are basic, e.g., the existence of a gradebook. OSU will use the submitted documentation and, where applicable, demonstration system as described in section 6.02 above, to assess the features and capabilities of the Proposer's current solution as well as to evaluate the usability of the proposed solution

1. Communication

No.	OSU Need	Solution meets need? Description	Native to base system? Y/N	Requires additional license/3rd party?	Will be included in future upgrade? (release date)
1.1	Solution allows students to opt in to "push" system and instructor notifications to Email; Text; Dashboard				
1.2	The solution provides multiple modes for instructors to communicate with students, even if students have disabled one or more modes of notification				

2. Active Learning and Collaboration

No.	OSU Need	Solution meets need? Description	Native to base system? Y/N	Requires additional license/3rd party?	Will be included in future upgrade? (release date)
2.1	Support for virtual office hours / video conference				
2.2	Solution includes plagiarism prevention tool or service				
2.3	The solution provides "Social/community learning" capability in a secure, FERPA-compliant pedagogically-oriented environment, separate from common social media platforms (Twitter; Facebook; Instagram; etc.). This platform allows students to reach out to, share information and communicate with other OSU students, whether or not they are enrolled in a class together.				
2.4	System allows users to modify their preferred name and have this preferred name appear to other students (in case it does not match the official name – e.g., transgender students).				
2.5	Intuitive discussion board design allows all users of all abilities to navigate easily among posts, threads and forums, and to search content				
2.6	System peer review tools offer flexible group assignments (random; instructor-assigned; student self-enroll) and grading options				
2.7	Solution supports Turning Technologies audience response system				

3. Gradebook and Assessment

No.	OSU Need	Solution meets need? Description	Native to base system? Y/N	Requires additional license/3rd party?	Will be included in future upgrade? (release date)
3.1	Solution supports custom view of grade center columns (instructor can move; hide; freeze; sort columns)				
3.2	Solution supports pre-defined and custom calculations for grade center columns (ex. Sum, Drop lowest/highest, Average)				
3.3	Solution supports predefined and custom grading schemas, and grade weighting by column and category				
3.4	Solution supports custom views of column groupings, based on multiple criteria (groups; performance; individual user; category and status; custom query)				
3.5	Solution provides attendance tool (or ability to mass-input a desired value into grade center column)				
3.6	Solution supports ability to clone columns with specific settings/configurations				
3.7	The solution supports creating custom columns independent of LMS content with all of the options that are available in auto-generated columns				
3.8	The solution supports column templates so that settings can be configured and multiple columns generated based on desired configuration				
3.9	The solution provides a way to import tests from and export tests to formatted Word documents (or similar commonly used format)				

No.	OSU Need	Solution meets need? Description	Native to base system? Y/N	Requires additional license/3rd party?	Will be included in future upgrade? (release date)
3.10	The solution provides assessment autopsy/item level analysis to track detailed student activity to help students understand where / why students responded incorrectly; ability to assess Difficulty Index and Discrimination Index				
3.11	The solution allows instructors to provide a variety of feedback types (e.g., text, audio, video) on work submitted by students (assignments, discussions, quizzes, etc.)				
3.12	The solution provides student performance evaluation tools, activity reports, and automated alerts/notifications based on instructor-defined performance metrics.				
3.13	The solution provides simple, intuitive tools for responses / comments to student writing that do not require downloading/re-uploading the document, and that are integrated with gradebook and rubrics (i.e., inline grading)				
3.14	The solution provides notification/confirmation to student that s/he has submitted an assignment/assessment.				
3.15	The solution has the ability to integrate all gradable course content with rubrics				

4. Manage Learning Content

No.	OSU Need	Solution meets need? Description	Native to base system? Y/N	Requires additional license/3rd party?	Will be included in future upgrade? (release date)
4.1	Solution provides intuitive, robust tools to incorporate multimedia in all elements of LMS, including assessments and exam questions				
4.2	Ability to integrate adaptive learning content, open-source repositories, and third party assessment tools, including test banks, from external systems				
4.3	In content areas or tools where users search and upload content and images, the system supports integration with Creative Commons and similar licensing engines that source usage license and copyright restrictions.				
4.4	Solution preserves accessibility features and markup when importing or exporting content.				
4.5	Solution allows administrator to require users to add accessibility information (ALT-Tags) when uploading images.				
4.6	Solution provides the means to provide (or allow) captioned media and transcripts.				

5. Learning Outcomes Reporting and Analysis

No.	OSU Need	Solution meets need? Description	Native to base system? Y/N	Requires additional license/3rd party?	Will be included in future upgrade? (release date)
5.1	The solution supports the entry of institutional goals, program and course level learning outcomes, and supports hierarchical organization of the goals and outcomes.				
5.2	The solution has a learning outcomes keyword and headings search function.				
5.3	The solution allows instructors to align course, program, and/or institutional level learning outcomes to assignments, rubrics, and specific questions on quizzes or exams.				
5.4	If an instructor selects existing course-level outcomes that have been aligned with program or institutional outcomes, the solution recognizes the connection. If an instructor creates or adds in new course-level outcomes, it prompts him/her to align each new outcome with either a program and/or institutional level outcome.				
5.5	The solution delivers reports on institutional, program, and course level learning outcomes, e.g., which content and assessments they are aligned to in the hierarchy.				
5.6	When an instructor has aligned quiz and exam questions to learning outcomes and after students have completed the assessment, the solution communicates areas of strength and weakness to both the instructor and the student.				
5.7	The solution allows for individual faculty to create their own rubrics or select common rubrics across the institution. In order to maintain consistent scoring interpretation, the common rubrics can be made read-only to the instructors; i.e., the scoring text descriptions cannot be edited, but				

No.	OSU Need	Solution meets need? Description	Native to base system? Y/N	Requires additional license/3rd party?	Will be included in future upgrade? (release date)
	the rubric can still be used to assess and score student work. If changes are needed the instructor would be able to save it the common rubric as a new rubric.				
5.8	The solution offers administrative roles that align with the LMS organizational hierarchy. Role-based permissions allow designated staff to create, edit and manage outcomes at the appropriate course, program and institutional level, and develop and run ad-hoc reports.				
5.9	The solution has robust multi-level and cross-cutting learning outcomes attainment analytics and reporting features. This means that instructors can run their own assessment reports and administrators can look at student attainment of learning outcomes from exams and rubric-scored work at the student, course, program or institutional level.				
5.10	Data from assessments that are scored using common rubrics can be aggregated and viewed by course, program, or across the institution.				
5.11	Assessment data from individual or shared test questions that are mapped to shared learning outcomes can be aggregated at course, program and institutional levels.				
5.12	System provides early warning/student retention reports based on student performance on instructor-defined assessed content (assignments, exams, etc.). System allows administrator access to this data, per role-based permissions.				

C. Additional Information on Features

The following are requests for additional information about various aspects of the proposed solution. Proposers must respond to each of these requests. Proposers should state if the functionality described involves the use of a third-party product, or is not part of the core LMS and requires an additional module, and should provide the name of that product or module.

1. Active Learning and Collaboration

OSU instructors need multiple engagement options to make course content relevant to students and to accommodate different learning strategies (e.g., personal reflection; group work; synthesis of major themes, etc.).

a. Describe how the collaboration tools in the proposed solution enrich students' experience with learning content, interactions between students, and interactions between instructor and student.
b. Describe how collaboration tools enable instructors to ascertain the effectiveness of their collaborative assignment designs.

2. Mobile

OSU is becoming a-bring-your-own-device campus where students can use their devices to access instructional opportunities off-campus as easily as in the classroom.

a. List the mobile devices the proposed LMS supports and note for which devices an interface is specifically designed.
b. Describe any differences between the functionality of the LMS web interface and its mobile applications. If there are multiple applications or other tools for different devices or platforms, list them and explain any differences in functionality.
c. Describe whether and how the LMS supports delivery of multimedia and streaming video to mobile devices, including whether Flash is required and for which devices.

3. Gradebook and Assessment

a. Describe how the proposed solution provides OSU with capability to seamlessly manage the assessment lifecycle from learning content creation, to student interaction, to instructor review and feedback to student, to submitting final grades to the SIS.
b. Describe how assessment tools accommodate a range of instructor needs, from those who require a simple, intuitive interface to view and enter grades, to those with unique or complex grading schemas.
c. Describe options for instructors and university administrators to measure, analyze and visualize student learning against defined goals at the course, program and institutional level.
d. Describe if data from course sections can flow up to a parent course's gradebook.

4. Manage Learning Content

a. Describe how users are prompted to input alt tags on images, and whether they are required when adding content.
b. Describe the solution's ability to import content from other learning management platforms. List standards supported.
c. Describe the solution's ability to export content for use in another learning management platform.
d. Describe standards your product supports for integration with other platforms and technologies (e.g., LTI). What support is provided for older versions of standards?
e. Describe how the proposed solution supports compliance with the TEACH Act and restrictions on the copying, storage, and distribution of copyrighted materials.

5. **Learning Outcomes Reporting and Analysis**

   a. Describe ways in which groups of courses or university programs can share common grading schemas and assessment tools (e.g., grade weighting logic, rubrics, grading schemas, etc.)
   b. Describe ways in which the proposed solution makes it possible to capture assessment data from all components of the system, including 3rd party integrations (publisher platforms; adaptive learning environments, open-source learning repositories, etc.)

6. **Reports**

   a. Describe the proposed system's features and functionality to track and view student usage activity in course site, e.g., clicks in the interface; web page views, document downloads, uncompleted quizzes or assignments, etc.
   b. Describe how this activity can be aggregated and reported on at both the individual and course level for instructors? For system administrators?
   c. Describe the proposed system's capability to aggregate, sort, visualize and analyze student interaction with learning material at the course, program and institutional level, e.g., Can the system aggregate and track blog posts, exam scores or assignment activity and identify patterns of completion, comprehension or performance of individual students or an entire class? If so, how are these tools and information made available to students, instructors and administrators?

7. **Library Integration**

   a. Describe how your solution can integrate with the following library services and systems. For each list which particular systems or services are supported by the solution.
      i. virtual reference services;
      ii. electronic reserves;
      iii. integrated library systems;
      iv. proxy middleware; and
      v. third-party library databases.

8. **Course Administration and Structure**

   a. Describe the system's ability to group courses by logical hierarchy (e.g., a tree structure with nodes) and by category (e.g., specific college or Ecampus).
   b. Describe how a large number of user permission/role assignments can be applied at once at various levels/nodes in the hierarchy of courses.
   c. Describe how the system supports the ability to assign instructional design, technical support and administrative roles to groups of courses and/or hierarchies of courses.
   d. Describe the system's ability to enable/disable solution settings, plug-ins, rubrics, course templates, branding, surveys, etc. at various levels/nodes in the course hierarchy.
   e. Explain how your product deals with merging of course sections (two or more section enrollments merged into the enrollment of one "master" course section) and cross-listing (one course offered by multiple departments).
   f. Describe system capability to copy and export courses or elements of courses (gradebook; assessments, discussion board) to another course site or platform. Indicate instructor options to select settings to be copied or exported (e.g., adaptive release, permissions, discussion board posts, etc.).

9. User Roles

a. Define the roles (student, designer, administrator, etc.) available in your LMS.
b. Describe how your system handles multiple roles; e.g., one user may require different permission sets depending on the needs of specific courses, e.g., instructor, assistant, instructional designer, system administrator, etc.
c. Describe which roles are customizable and how they may be customized.
d. Provide the default permissions for each of the roles listed above.
e. Describe how users may be organized into groups or hierarchies and whether, or how, those groups can inherit permissions.
f. Describe how permissions and roles are assigned.
g. Describe the export/import capabilities and formats available for users and user roles.
h. Describe how instructors will be able to provide access to teaching assistants or other instructors to their course site. OSU requires that only instructors/TA's who have completed FERPA training may be added to course sites. How can your system accommodate this?
i. Describe the system's ability to support or integrate user account creation and management for educational programs where participants aren't added to, and managed through, OSU's Banner system, e.g. MOOC or community education classes.

10. Accessibility

OSU is committed to ensuring equal access to all University programs, services and activities provided through information technology.

a. Provide a link to respondent's web site that addresses accessibility, if available, and a list of any awards or certifications for accessibility that the LMS has received.
b. List screen readers certified to work with the LMS. Indicate any that are recommended.
c. Describe how products and support materials are tested for their accessibility to people with disabilities.
d. Describe the timeline for responding to accessibility issues that arise from product updates.
e. Describe how the staff and products keep up to date with changing accessibility standards and technologies, and whether the Proposer has staff dedicated to this purpose.
f. Describe the tools available for a disabled person to be able to use the accessibility website listed above in order to learn how to best navigate through your product with accessibility tools.
g. Describe how the proposed product supports, or will be expanding its support for, ARIA roles.
h. Describe how system is optimized for performance in rural or low-bandwidth areas.

11. Hosting

OSU must provide a resilient and highly available LMS.

a. Provide a copy of, or link to, your Service Level Agreement (SLA).
b. List any unplanned outages during the last three years: state the duration and cause of each outage and steps taken to prevent the problem from reoccurring.
c. Describe the hardware and architecture of the hosting environment. Identify the mechanisms used to ensure availability and resiliency of the proposed solution.
d. Describe the software architecture of the proposed solution and how it ensures the availability and resiliency of the proposed solution.
e. Indicate whether the Proposer hosts the application or uses a third party for hosting or as an ASP (Application Service Provider). If a third party is used for hosting, respondents should document the nature of these relationships in Submittal 4, Third party vendors. State whether any of the hosting sites or software components which will support the proposed solution are located outside the United States.
f. Provide one of the following:
    i. Third-party audited SSAE-16 SOC 2 report, including report for any colocation provider
    ii. Third-party audited ISO 27002 report (a NIST 800-53 audit would also be acceptable)
    iii. Self-assessed Cloud Security Alliance controls matrix

g. Provide a report of any known security breaches of the proposed system during the last two years and your response.
h. Describe how outages or service degradation issues are communicated to customers.

12. Staffing and Support

OSU requires appropriately qualified and responsive support for its faculty, staff and students.

a. Describe how many FTE (Full Time Equivalent) staff members will be needed by OSU to administer the solution and the skill sets that are presumed in this staff.
b. Explain the technical support options available and the associated response timeframes.
c. Provide data from the last 12 months on performance against response timeframes associated with the different service levels.
d. Describe how tiered support is accessed to resolve more complex issues. Indicate if the response time begins from initial contact/report, or at a given escalation point. Indicate your support team's follow-up timeframes while the issue is being addressed.
e. Explain customer-focused information such as a central knowledge base and/or issue tracker available for customer use.
f. Describe the avenues of support available to system administrators (support lines, discussion boards, mailing lists, user groups, etc.).
g. Describe training and training materials that are available for administrators.

13. Security

OSU requires a solution that ensures security of LMS data and transactions and that gives OSU flexibility in how to handle authentication.

a. Describe the security philosophy and architecture for your LMS.
b. Explain which security protocols or standards are used to secure data collected and to secure transactions, protecting the transmission of information.
c. List the methods of authentication available (e.g. LDAP, CAS, etc.) and your process for incorporating single sign-on from other campus systems (portals, legacy systems), including whether CAS and Shibboleth are supported.
d. Describe the single sign-on process when incorporating extensions to the LMS, including whether LMS users need to separately sign into the extensions.
e. Explain whether, and how many, different authentication methods can be used on the same system for different groups or organizations.

14. Application Integration

OSU requires a solution that is open and extensible, one that offers OSU the ability to develop programs or purchase third-party applications that exchange data with the solution.

a. Describe the security standards in place for the API.
b. Describe the user controls for the API, e.g., a single API key or multiple user-based or role-based keys.
c. Provide a copy of, or link to, the documentation for the application programming interfaces (APIs) of the proposed solution.
d. Describe the level of database access provided to customers, and, if customers may have database access, provide the database schema for the solution.
e. Describe how your product coordinates available web services in an end-to-end business process. Are other products needed?
f. Describe the process for importing and/or exporting grades. Include the file formats used.
g. Can help functions be customized and/or integrated with help ticketing systems?

A. Sandbox Implementation

As described in 6.03 above, OSU requires Proposers that reach Stage 2 of the evaluation process to supply a Sandbox which OSU can use to test the Proposer's solution. OSU intends to teach live courses through the Sandbox implementations, to test administrative features, and potentially to also test use of APIs. OSU invites the Proposer to offer a plan for this Sandbox evaluation and suggestions on how OSU can most effectively and efficiently satisfy itself of the capabilities and usability of the proposed solution.

B. Implementation plan

Provide an implementation plan for OSU-wide production use of the proposed solution.

Based on the data about the scale of OSU's current LMS implementation, see 2.0.4 above, the implementation plan must include the approximate timelines, with the *typical* tasks, durations and dependencies for the following:

- preparing, implementing and integrating the proposed solution
- integration of the solution with OSU's local implementation of Banner
- testing of all critical system components and integrations
- training for OSU system administrators, technical support and instructional designers
- migrating course content
- any additional transition activities.

The plan must also include a description of the roles, vendor responsibilities and the resources, skillsets and time commitments OSU is expected to provide.

Regarding content migration, Proposer must also provide the following:

- A description of the experience Proposer has in migrating a clients' data from Blackboard 9.1 to the proposed LMS.
- A description of the typical number of hours a faculty member or specialist would spend preparing a course that had been migrated from Bb 9.1 SP13, assuming the course has multiple interactive elements: quizzes, discussion boards, assignments, images, multimedia content, links to publisher content, etc.
- A list of best practices based on Proposer's experience with previous migrations.

In determining pricing for the proposed solution(s), refer to Section 2.04 of the main RFP document for current and projected enrollment at OSU.

If Proposers offer both Proposer-hosted and locally-hosted LMS options, note that there is a separate exhibit (**Exhibit G**) you may use to submit all costs related to a locally-hosted LMS solution.

A. First Year Implementation Costs

Use the table to below to define costs that OSU can expect in the first year of the contract for Proposer to deploy, implement and integrate the proposed solution.

LMS Implementation activity	Detail scope of work to be performed by Proposer for activity during LMS first year implementation	Estimated first year cost for activity as detailed	Rates for Proposer services (where applicable) that OSU could purchase or contract for staff augmentation
Preparing, implementing, integrating the proposed solution			
Testing of all critical system components and integrations			
Deliver training for OSU staff: ▪ system administrators ▪ DBA's, programmer analysts ▪ technical support staff ▪ instructional designers			
Course content migration: Indicate scope of work or hours Proposer will supply in first year of contract to migrate OSU courses and data			
Costs related to any additional transition activities			
Total Cost			

B. Recurring Costs

1. Provide a list of all of the modules needed by OSU, including any third party modules needed.

2. For each of the four alternative contract terms shown in the table below, provide the following:

   - *An all-inclusive ("bundled")* pricing for software licensing to meet all needed instructional and system features included in **Exhibit D**;
   - Annual support and maintenance costs, based on available levels of service (as applicable);

Use this table structure to indicate the bundled software license, maintenance and support costs for each year of the following contractual periods (1, 2, 3 and 5-year terms):

Contract Term	Year One	Year Two	Year Three	Year Four	Year Five
1 year contract					
2 year contract					
3 year contract					
5 year contract					

C. Pricing Structure

1. Explain the pricing structure for non-credit classes, including whether based on numbers of classes, tiers or headcount, e.g., a Massively Open Online Class (MOOC).

2. Describe the basis for your for-credit pricing structure:

   - Is your price dependent on OSU's student enrollment or some other factor?
   - If your price is dependent on OSU's full time equivalent (FTE) student count, what is the basis upon which you would determine OSU's FTE enrollment?
   - Is there a tiered pricing structure? If so, how is the pricing affected as system usage grows?

D. Other Pricing Considerations

1. List all modules or third-party products included in the bundled price above.
2. Indicate any additional costs for optional or additional modules or capabilities not included in the bundled price above.
3. Indicate additional costs OSU may incur when Proposer releases new or improved functionality or services for the LMS (e.g., analytics of learner performance to goals; plagiarism prevention functionality; content sharing and management options, etc.).
4. List any scheduled cost increases, annual or otherwise.
5. State pricing methodology for enhancements and customizations, if requested by OSU.
6. Indicate rates for alternative support tiers, if applicable
7. Indicate rates for technical support for OSU system administrators to escalate/troubleshoot issues, if applicable.
8. Indicate any additional costs for test environments, including costs for refreshing data from production databases.

Proposers must submit a proposal for a Proposer-hosted implementation of the LMS. Proposers may also submit a proposal for an OSU-hosted LMS implementation. A submittal for an OSU-hosted LMS implementation should address the following topics:

A. Functional Capabilities

Describe any ways in which an OSU-hosted LMS implementation would differ in functionality from that offered to instructors, students or staff, in the Proposer's hosted LMS implementation. Indicate whether the functionality for an OSU-hosted LMS implementation would be delayed in comparison to the functionality of a Proposer-hosted LMS implementation. Describe any advantages to an OSU-hosted LMS implementation.

B. System Requirements

Provide an architectural plan for the OSU-hosted LMS implementation. Include the software components required, e.g., the DBMS or operating system. Describe the hardware required for the local-implementation. (Propose the ideal hardware and software environment. Do not restrict proposal to hardware or software platforms currently used by OSU.)

Describe how the hardware or software architecture of the proposed solution ensures the LMS resiliency. Explain how OSU can ensure business continuity through replication of system components, whether at OSU or off-campus.

C. Implementation Plan

Provide a revised implementation plan for an OSU-hosted LMS implementation.

D. Pricing Proposal

Provide a revised pricing proposal showing the cost of an OSU-hosted LMS implementation. Include the first-year LMS implementation costs and the recurring costs for each of the next five years. Indicate whether there is any difference in the inclusion of software components or pricing structure.

	EXHIBIT H SUBMITTALS		

Submittal Required	RFP Document Reference	Mandatory / Evaluated	Included? Y/N
1. Proposer Minimum Qualifications	5.02 Required Submittals	M	
2. Proposer Minimum System Specifications	5.02 Required Submittals	M	
3. Business History	5.02 Required Submittals	M/E	
4. Financial Qualifications	5.02 Required Submittals	M/E	
5. Proposer Qualifications	5.02 Required Submittals	M/E	
6. Third-Party Vendors	5.02 Required Submittals	M/E	
7. Strategic Partnerships	5.02 Required Submittals	E	
8. Business Personnel	5.02 Required Submittals	M/E	
9. Working Relationship	5.02 Required Submittals	M/E	
10. Client Acquisition, Retention and Support	5.02 Required Submittals	M/E	
11. Product Input	5.02 Required Submittals	M/E	
12. Product Roadmap	5.02 Required Submittals	M/E	
13. Certifications	**Exhibit B** - Certifications	M	
14. References	5.02 Required Submittals and **Exhibit C** - References	M/E	
15. Needed Instructional and System Features	**Exhibit D** - Instructional and System Features	M/E	
16. Sandbox and Implementation Plan	**Exhibit E** - Implementation Plan	M/E	
17. Pricing Proposal	**Exhibit F** - Pricing Proposal	M/E	
18. Locally-Hosted Pricing Proposal	**Exhibit G**- OSU-Hosted Option	E	