

REQUEST FOR PROPOSAL



FORMAL RFP NAME: **RFP FOR ITG TCOM BUSINESS TOOL**

RFP NUMBER: **RFP-2007-0010***

Oregon Health & Science University
Logistics Contract Services, MC104
3930 S.W. Macadam Avenue
Portland, Oregon 97201

Issue Date: **07 May 2007**
Proposed Due Date: **01 June 2007**
Time: **3:00 PM PST**

TIMETABLE		
Event	Date	Time
RFP Issue Date	07 May 2007	3:00 PM
Questions & Requests for Clarification (Please submit via email.)	16 May 2007	3:00 PM
Proposal Due Date	01 June 2007	3:00 PM
Presentations	TBD	

* Award of contract is subject to OHSU and Respondent's ability to agree on contract terms in a timely manner.

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- I. PROVIDER’S REPRESENTATIVES WORKSHEET
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ATTACHMENTS

1. OHSU Terms and Conditions

OHSU's missions are to:

- Educate tomorrow's health professionals, scientists, engineers and managers in top-tier programs that prepare them for a lifetime of learning, leadership and contribution.
- Explore new basic, clinical and applied research frontiers in health and biomedical sciences, environmental and biomedical engineering and information sciences and translate these discoveries, wherever possible, into applications in the health and commercial sectors.
- Deliver excellence in health care, emphasizing the creation and implementation of new knowledge and cutting-edge technologies.
- Lead and advocate for programs that improve health for all Oregonians, and extend OHSU's education, research and health care missions through community service, partnerships and outreach.

OHSU is the largest research institution in Oregon. Approximately 2,500 medical, dental, nursing, science and engineering, allied health students and trainees are enrolled at OHSU. OHSU employs approximately 11,500 people, making it the largest employer in Portland and the fourth largest in Oregon. OHSU traces its origins to the formation in 1887 of the University of Oregon Medical School, one of the oldest medical schools west of the Mississippi River. OHSU was established as a freestanding academic health sciences university in 1974 when the Oregon Legislature mandated the combination of the University of Oregon Medical School, University of Oregon School of Dentistry, and University of Oregon School of Nursing. When it was established, OHSU also included OHSU Hospital, Doernbecher Children's Hospital, and the Child Development and Rehabilitation Center. At that time, OHSU was one of eight units within the Oregon University System and was governed by the Oregon State Board of Higher Education. Since 1974, OHSU has grown to include several research institutes, several smaller research and clinical centers, a number of allied health training programs, and a series of multi-disciplinary units.



In 1995, OHSU became an independent public corporation, and its governance became vested in the OHSU Board of Directors. Despite the restructuring, several important ties to the State remain. The OHSU Board is appointed by the Governor and confirmed by the Senate. In addition, that portion of the OHSU budget that comes from the state general fund (\$41 million in 2006) appropriation must be submitted to the Legislature through a budget request to the State Department of Administrative Services, which is the same process as with public agency requests.

OHSU's 116-acre main campus, the Marquam Hill campus, is located immediately south of downtown Portland. Approximately 70 acres of the campus currently are developed. OHSU's 263-acre West Campus in Hillsboro includes the OGI School of Science & Engineering, the Oregon National Primate Research Center, the Neurological Sciences Institute and the Vaccine and Gene Therapy Institute. In 2002, OHSU, in collaboration with several other entities, purchased approximately eight acres along the Willamette River in Portland to be OHSU's next area of growth. The 400,000 square foot Center for Health and Healing is now open on the first portion of the South Waterfront Campus and houses physician practices, outpatient surgery, a wellness center, research labs, and educational space. A streetcar and passenger rail line service the area as well as an aerial tram that transports passengers to and from the top of Marquam Hill. In 2004 the Schnitzer family donated a 20-acre parcel of riverside property that will allow OHSU to build a future educational campus just north of the South Waterfront Campus. Planning for the OHSU Schnitzer Campus is underway. OHSU's School of Nursing also operates campuses in Ashland, Klamath Falls and LaGrande, OR.

A 10-member Board of Directors nominated by the Governor and confirmed by the Oregon Senate governs OHSU. The President of OHSU serves as an ex officio voting member, and the nine members appointed by the

Governor must include one non-student member of the Board of Higher Education; seven individuals who have experience in areas related to OHSU's missions or that are important to the success of OHSU; and one OHSU student. Except for the President, the term of each non-student member is four years and the term of each student member is two years. Each member is eligible for reappointment for one additional term. In addition, the Board of Directors has delegated authority for certain health system matters to the University Health System Board of Directors which also acts in an advisory capacity to the University Board of Directors. The University Health System is composed of University Hospital, Doernbecher Children's Hospital, clinical operations of the School of Medicine, and the OHSU Medical Group.

OHSU ended its June 30, 2006 fiscal year with a strong financial performance due in part to the solid operating performance by the hospitals and clinics as well as significantly improved operating performance for the university.

OHSU's consolidated FY06 operating revenues were \$1.27 billion with consolidated net income before capital contributions of \$98.4 million versus \$121.0 million for FY05. OHSU receives less than 3% of its overall funding from the state. OHSU's credit rating is BBB+. With approximately 25,000 discharges and over 650,000 ambulatory visits, OHSU operates Oregon's largest hospital and has the State's highest case mix index. In addition, OHSU serves as the fallback for the entire state for treatment of the most challenging medical conditions, drawing approximately 40% of its patients from outside the four-county Portland metropolitan area.

For the purpose of this RFP, “Provider” and “Respondent” are intended to mean the same as “Vendor”, “Supplier” or “Contractor”.

1. EXECUTIVE PROPOSAL SUMMARY

- 1.1. Please provide a brief summary of your organization, including:
 - Primary Markets & Market Share.
 - Corporate location, as well as regional and local locations as applicable.
 - Identify OHSU's primary contact with your company, including address, phone, fax and email.
- 1.2. Please provide an executive summary of your entire proposal, highlighting your specific strengths, and how those strengths transfer into value for OHSU.

2. TABLE OF CONTENTS

- 2.1. Include a Table of Contents for all Level 1 categories, indicating Tab and Page number. Level 2 categories may be included at your discretion. (Please number the entire document consecutively, rather than restarting numbering for each Tab.)

3. PRODUCT SPECIFICATIONS

- 3.1. Oregon Electrical Requirements. All equipment must be listed by a nationally recognized testing laboratory (NRTL) or be inspected and approved by a testing laboratory approved by the State of Oregon Electrical and Elevator Board as meeting the requirements for electrical safety as required by Oregon Revised Statutes (ORS) 479.510 through 479.855 and Oregon Administrative Rules (OAR). (Provide documentation of this listing for all equipment proposed for this RFP.)
- 3.2. Federal Drug Administration (FDA): Respondent is responsible for any/all FDA requirements, evaluations and approvals, including process and associate costs, as may be necessary for hardware and/or software connected to or installed on clinical medical assets.
- 3.3. Product Questions: Please address the questions on the following pages. Please limit individual comments in this spreadsheet to 50 words or less. Additional information may be included as footnotes. Please number your footnotes and reference in column F. Footnotes should be included under Tab 9 in the back of your binder.

Scope	System Architecture Requirements
Information Technology Group [ITG], part of Oregon Health & Science University, is seeking information and ideas for a state-of-the-art business tool. The central purpose of the RFP is to provide a means of automating control of ITG data, telecommunications, and network assets through a vendor provided application suite that will automate all IT operations using a framework of best practice approaches in holistic IT governance intended to facilitate the strategic and tactical delivery of high quality IT services. Therefore, the selected application suite should: 1) provide a way to interrelate all attributes of ITG's cable pathways, network and voice infrastructure; 2) allow customers to perform management functions, such as Installations, Moves, Adds, and Changes [IMACs] via a GUI interface and via a well-documented programmatic interface; 3) have the ability to generate ad hoc dynamic reports; and 4) monitor the network and maintain a history of all changes to it, with the ability to relate external events in time with changes. The ideal solution would: 1) use an efficient Relational Database Management System [RDBMS] to capture and store every detail of ITG's physical data, fiber voice and network infrastructure; 2) dynamically monitor every detail of the infrastructure and log all changes; 3) allow manipulation of device configurations, such as turning on and off ports in switches and routers; 4) determine both logical and physical paths between any two given points in ITG's infrastructure; 5) offer potential integration options with other commercial and in-house systems; and 6) be Information Technology Infrastructure Library [ITIL] compliant.	The solution OHSU will ultimately choose must meet the following system architecture requirements: ▪ Server Requirements - o The proposed solution will incorporate industry-standard, non-proprietary architecture, interfaces, and protocols. - o Server hardware should be fault-tolerant, industry standard, and scalable. - o The server should run on a standard non-proprietary operating system such as UNIX or LINUX. - o Applications using web delivery must run with an industry standard web server. - o Databases must be truly relational, scalable, and fully support current ANSI SQL92 or SQL99 standards. - o Custom compiled applications, if needed for the solution, must use a standard compiler. - o The server <i>must</i> be able to enforce multi-level security policies. ▪ Client Requirements - o It is preferred that the functionality of the end user solution be delivered via standard web browser. - o Any client software must be provided cross platform. - o Custom reporting options must be available to clients with adequate security and thresholds. - o The ability to allow clients to upload data is required. In addition to the requirements outlined above, implementation support, rigorous change management, and user-training support must be delivered by the vendor.

Functional Requirements	The solution must be able to correctly interpret and report on every component or route in the OHSU infrastructure using hierarchical or one-to-one attributes based on jack/node, cable, port, slot, chassis, rack, room, riser port, fiber route, and fiber frame. If the solution is correctly implemented, OHSU will have an end-to-end conduit, cable, and jumper management system that is ITIL compliant. Information at any point on the network will be easily accessible and it's relation to other components along the same network path can be easily derived.
▪ Physical Path Management 1) Cable Assignments 2) Chassis/Frame Position 3) Core Switch/Router Assignments 4) Desktop Appliance (w/logical assignment – phone number or IP Address) 5) Equipment Slot Assignments 6) Fiber Frame Location and Detail 7) Hub/Switch Port Assignments 8) Jack Assignments 9) Jumper Assignments 10) Patch Panel Assignments (table or diagram) 11) Punch down Assignments (table or diagram) 12) Rack Assignments (assignments and/or diagram) 13) Riser Port Assignments 14) Vault Layout and Specifications (e.g. rendered Autodesk blueprints, ViSIO web renders, etc.) ▪ Jack Management (Data and Voice) 1) Cable and Pair ID Assignment 2) IP Address 3) Jack Type 4) Jumper ID Assignment 5) Location Information 6) Test Results (crosstalk, length, integrity, etc.) 7) Wiring Diagram/Pin Assignments	▪ Component Specifications Tracking 1) Cable Specifications (CAT type, Insulation Type, Plenum Rating, etc.) 2) Conduit Specifications (condition, diameter, joints, length, material) 3) Punch Down Specifications 4) Patch Panel Specifications (CAT rating, manufacturer, mount type, positions, etc.) 5) Racks (relay, 4-point, how many free, how many total) 6) Handset Specifications 7) Deskset Specifications 8) Electronic Equipment (hubs, routers, switches, WAPs, VPN concentrators, smart jacks, etc.) 9) UPS Specifications ▪ Other Tracking Items 1) Avaya Voice Switch Connections 2) Central Office Location 3) Dynamic Data Tracking with Configurable Scheduling 4) Logical Mapping Solution 5) Minimum Point Of Entry [MPOE] Location/Comments 6) Physical Mapping 7) Remote Management Tools 8) UPS Location, Grid, and Connected Load CONTINUED ON NEXT PAGE ▪ Reporting and Monitoring Tools

	Functional Requirements	The solution must be able to correctly interpret and report on every component or route in the OHSU infrastructure using heirarchical or one-to-one attributes based on jack/node, cable, port, slot, chassis, rack, room, riser port, fiber route, and fiber frame. If the solution is correctly implemented, OHSU will have an end-to-end conduit, cable, and jumper management system that is ITIL compliant. Information at any point on the network will be easily accessible and it's relation to other components along the same network path can be easily derived.
	▪ Inventory management 1) Inventory linked to Work Order 2) Invoicing linked to inventory 3) Trackable inventory life cycle ▪ Operations Management (Work Orders & IMAC) 1) Work Order with shared tickets (data & voice) 2) Multiple account chargeback options 3) Hook/Interface with in-house billing tool, Invoicing piece, or Billing Module 4) Web interface for customer work order requests using smart forms 5) auto escalation alerts 6) simple custom browser\query creation (for searches, work assignment, etc...) 7) record/ticket auditing 8) smart web form front end with auto feed into record/ticket 9) record/ticket in-use alert/lock-down (editing conflicts?) 10) ability to attach short-cuts to records/tickets 11) end user accessibility to record/ticket information 12) Project templates or other easy project creation mechanism	1) Batch Reporting 2) Charts/Graphics Generation 3) Client Ad Hoc Reporting 4) Client Data Import/Export 5) Custom Web Page Queries 6) End-to-End Reporting 7) Network Monitoring 8) One-to-Many Reporting 9) Power Monitoring 10) Server Scheduled Data Import/Export 11) Third-Party Tools Integration Options (Interfaces, API's, Hooks, etc.) 12) Voice Switch Monitoring 13) Ability to report metrics for shared (data & voice) work orders and trouble tickets

	Questions	Answers / Comments	Footnote
Automated Processes (Does your solution provide consistent and logical data interface and operation wherever possible through the use of automated pick lists, required data fields, scripting, and validation?)			
1	Does your solution provide automation, wherever possible, to assure the consistency of data entry? Please provide an example of this feature.		
2	Does your solution provide the use of sub-tools such as bar code or electronic scanners for data entry and if so, how?		
3	Does your solution provide gateways for vendors to feed inventory information directly to the system?		
4	Does your solution provide form-free data entry only where pre-determined data input is possible? [Smart Forms]		
5	Does your product have automated methods for creating standard projects within the system? If so, how?		
6	Does your product support automated workflows for requests within the system? If so, how?		
7	When the work order is submitted via the web, can it automatically be logged to an analyst?		
8	Upon completion of a task in work order (closing or updating status) can billing be automated?		
9	We currently update five applications for a simple name change. Does your solution have the ability to update in this information in one location?		

Communication (Does your solution provide adequate communications, e-mail/paging/instant message notification to OSHU users for significant events?)		
1	Does your solution provide the ability to assign specific individuals for contact or notification to department technical contacts for significant events??	
2	Does your solution provide the ability to notify assigned individuals when alerts or pre-qualifying conditions occur?	
3	Does your product have a method to electronically notify or alert when deadlines are approaching for project phases? If so, how?	
4	Does your solution provide validation of receipt of notification through the acknowledgment of message by the assigned individual and send follow-up notifications if no acknowledgement is received?	
5	Does your solution provide notification to customers upon the completion of assigned tasks, completed milestones, or resolution of significant events?	
6	Does your solution provide the ability to communicate to users from within your solution through the use of e-mail or electronic messaging?	

Database (Does your solution provide and increase in work unit efficiency and productivity through database accuracy by sharing data and reducing both data and process redundancy?)		
1	Does your solution provide a central data repository for data shared by all business tool applications?	
2	Does your solution provide recording of context, cabling, device [location, vendor, and life cycle], infrastructure, and users [name, context, department, phone, account, ect.]?	
3	Does your solution allow for receptive data feeds from other authoritative data source/stores and if so please provide an example? I. (example: HR, IDD/SMS, OUS, Vendor Feed)	
4	Does your solution provide feeds to other applications to eliminate duplicate data entry and ease integration (i.e. HP Service Center / Mercury)?	

Data Security (Does your solution provide adequate data security that meets or exceeds OHSU requirements?)		
1	Does your solution provide user-role-based rights to change/view the data?	
2	Does your solution limit view and change ability to protect application and system data integrity?	

Interface (Does your solution provide a flexible and logical interface for OHSU end users?)		
1	Does your solution provide easy access to your solution from via any internet connection?	
2	Does your product have a customer self-service web portal for direct entry of requests for service into the system? If so, how?	
3	Does your solution provide the ability to attach and link to documents?	
4	Does your solution have the ability to define user group based rights and views versus and individual user based interface?	

Infrastructure (Does your solution provide the ability to design and record OHSU data, network, and telecommunications Infrastructure [cable/conduit/fiber/wire/wireless]?)		
1	Does your solution provide a method to record and track cable pairs, ports, equipment, and inventory in each Data/Telecommunications closet/room?	
2	Does your solution have the ability to record, track, and link changes to CAD drawings?	
3	Does your solution have the ability to record, track, create, and maintain paths for available pairs between two connection points?	
4	Does your solution have the ability to assign devices to the infrastructure for a complete system overview including downstream/upstream views of logical and physical connections including primary end-users and departments where applicable?	

Life Cycle (Does your solution provide the ability to track hardware/other inventory through out its life cycle?)		
1	Does your solution have the ability to provide information for financial/strategic planning regarding the replacement or upgrade of devices currently in the field?	
2	Does your solution have the ability to record/report the initial cost, maintenance cost, and trouble ticket tracking & cost to provide an overall total cost of operation or ownership?	
3	Does your solution have the ability to provide detailed information on the sub-assemblies of the device in the field [hardware/installed software]?	
4	Does your solution have the ability to provide inventory control, order, and surplus equipment management?	
5	Does your solution have the ability to provide an event or outage log that tracks diminished service, down, maintenance, upgrade, and other significant event times?	

Operations (Does your solution provide the ability to resolve customer complaints quickly, provide efficient and logical MAC [Move/Add/Change] management, and enforce consistent process management through development, deployment, and maintenance?)

1	Does your solution provide the ability to remotely access applications or devices from within your solution?		
2	Does your solution provide the ability to e-mail or electronically communicate from within your solution or provide another type of information communications transfer?		
3	Does your solution provide a clear definition of the process for which business tool is to be used in conjunction with other applications or sub-business tools?		
4	Does your solution record and track a life cycle per ticket?		
5	Does your solution convert e-mails or web submitted forms into tickets?		
6	Does your solution provide escalation of trouble tickets to appropriate individuals?		
7	Does your solution provide for the prioritization of customer requests and trouble tickets?		

Reporting (Does your solution provide reporting which is concise, have data integrity, are usable, are knowledgeable, and are actionable?)		
1	Does your solution allow for metric management and provide reporting based on the Service Level Agreement of the device in the field?	
2	Does your solution query multiple data areas when searching for information [trouble tickets, user device information, group or department contacts]?	
3	Does your solution provide the ability to report and analyze data through Crystal Reports?	
4	Does your solution provide the ability to bill customers?	
5	Does your solution provide historical, integrated, and real-time metrics for both tactical and strategic metric management?	
6	Does your solution provide reports to improve on SLA agreements?	

User Self-service (Does your solution provide user self-service ability to create a cost savings for OHSU?)		
1	Does the user have the ability to open, update, and close incident tickets?	
2	Does the user have the ability to update appropriate device data such as user department, context, and job role?	
3	Does the software have the ability to allow customers to request contact, update, or close requests for contact?	
4	Does the user have the ability to reset their password or access information?	
5	Does the user have the ability to access a knowledgebase or other type of information store to resolve their own issues?	
6	Does your product have a web portal for customers to track the progress of their request in the system? If so, how?	

4. INSTALLATION

- 4.1. Provide the delivery date, location and go-live date for the first working device successfully operating in a healthcare and/or academic environment.
- 4.2. Provide a list of installations using a significantly similar solution to that proposed, including the date each location was put into use; limit this list to a maximum of ten (10) locations. Include number of locations currently in-use in the United States.
- 4.3. Provide a proposed implementation plan, including, but not limited to:
 - 4.3.1. A project network diagram that suggests timelines, milestones, and resource commitments for implementation.
 - 4.3.2. A description of the resources your organization will provide, and their roles and responsibilities.
 - 4.3.3. What OHSU functional and technical resources will be required? Describe the skill sets and the amount of effort required. How much of each resource's time will be required?
 - 4.3.4. Example roles and tasks include:
 - DBA
 - Administration of user id's, passwords, etc.
 - Meta data management
 - Report maintenance, migration and administration.
- 4.4. Describe your process for evaluating OHSU's existing processes and identifying methods for increased efficiency through the use of your solution.
- 4.5. What process do you employ for developing a management scheme? (Training, upgrades and updates, etc.)

5. VALUE ADDED

Please use this section to propose additional goods and/or services available related to asset tracking that are not specifically outlined in this RFP.

6. PRICING

- 6.1. Please provide a preliminary estimate for all hardware and software proposed. Please describe any assumptions and how changes to those assumptions may affect pricing.

7. SUSTAINABILITY

- 7.1. Ecological.
 - 7.1.1. Describe your firm's environmental sustainability initiatives.
 - 7.1.2. Describe your firm's use of recycled and/or renewable products.
 - 7.1.3. What benefits does your firm attribute to these initiatives and/or products?
- 7.2. Economical.
 - 7.2.1. Describe your firm's business sustainability initiatives.
 - 7.2.2. To what extent does sustainability influence your firm's business practices?
 - 7.2.3. What benefits does your firm attribute to these initiatives and/or practices?
- 7.3. Describe how your firm's sustainability values influenced your proposal to OHSU, and what

benefit you expect from this perspective.

8. CONTRACT EXCEPTIONS

- 8.1. Any exceptions to OHSU's Standard Contract Terms and Conditions, per Attachment 1, must be clearly stated in the Respondent's submittal by use of a "red-line" format with explanation citing an appropriate business, legal or other reason why OHSU's terms and conditions cannot be used. Additional Terms and Conditions may also be added. These exceptions and additions will form the basis for negotiation of any contract resulting from this RFP. While this section is not scored, failure to address exceptions and additions may be grounds for dismissal.

9. CRITERIA AND EVALUATION

- 9.1. The evaluation process is a multi-step process, and may occur in a different order than reflected below.
- 9.1.1. Minimum Qualifications. Proposals will be evaluated for completeness and ranked according to compliance with OHSU's stated requirements. OHSU reserves the right to limit further participation based upon this evaluation, at OHSU's sole discretion. In the event that no Proposals meet the requirements, OHSU shall assign scores and revise the Scoring Matrix, below.
 - 9.1.2. Evaluation. Written proposals shall be evaluated by OHSU's Evaluation Committee.
 - 9.1.3. Interviews. One or more finalists may be interviewed prior to final selection.
 - 9.1.4. Supplemental Questions and/or Presentations. One or more finalists may be asked to respond to supplemental questions or participate in additional presentations, interviews and/or site visits prior to final selection. Selection of Respondents to be interviewed will be based on Evaluation Committee member scores from initial review of proposals. OHSU shall have sole discretion in determining which Respondents, if any, shall be interviewed.
 - 9.1.5. Interviewees will be allotted time to demonstrate the proposed BI tool, present other related implementation information and will be asked questions related to their proposals and the evaluation criteria outlined in the Scoring Matrix below. The length of interview, as well as time allotted for presentation, will be determined at the time interviews are scheduled.
 - 9.1.6. For those interviewed, OHSU may call for additional work samples or related documentation (advance notice will be given).
 - 9.1.7. During the interview process, respondent presentations and responses to interview questions will again be scored based generally on the specified scoring matrix. A maximum one-hundred (100) points will be awarded for interviews / presentations.

A selected number of Respondents may be interviewed.

- 9.2. References. OHSU's Evaluation Committee will interview references and verify proposal specifications against past work.
- 9.3. Final Considerations. A final decision will be made based on all quantitative and qualitative information available to OHSU, including the formats above as well as OHSU's internal knowledge and experience.

Scoring Matrix

Category	Score
Presentation/Compliance with RFP requirements	5
Respondent's capability and demonstrated ability to provide a solution as outlined in this document.	40
Clarity of deliverables	10
Experience with similar scope projects/organizations	20
Fees/Pricing.	25
Total	100

10. RECALLS

- 10.1. List any and all recalls on equipment or parts in the past ten (10) years. Respondent shall indicate the source of the recall (e.g., Respondent's quality control, user, consumer, regulatory body, etc.), the reason for the recall, the source of any defect, and any corrective action taken. Corrective action shall be defined as any action taken by Respondent to repair or replace products in the field, as well as any changes to Respondent's quality control or design, manufacturing, and installation processes.

11. PROVIDER'S CONTACTS

11.1. Management

- 11.1.1. Using Appendix A, Provider's Representative Worksheet, provide your key contacts to OHSU.
- 11.1.2. Describe the degree of commitment your company has made to the healthcare and/or higher education industry (for example, years involved, percentage of total sales, other key indicators)
- 11.1.3. Describe your company's approach to customer service

11.2. Signature of Provider's Duly Authorized Representative.

- 11.2.1. Using Appendix C, please provide the information requested, as applicable.

12. PROPOSAL FORMAT

Respondents shall format their proposal by assembling information into a notebook that is organized in a similar manner to this RFP. Please utilize a bound document (wire bound, 3-ring, etc) with a tab system so that the Tabs are clearly distinguishable. The tab headings and order should match the section numbers in this RFP exactly.

- Tab 1: Executive Proposal Summary.
- Tab 2: Table of Contents.
- Tab 3: Product Specifications.
- Tab 4: Installation.
- Tab 5: Value Added.
- Tab 6: Pricing.
- Tab 7: Sustainability
- Tab 8. Contract Exceptions
- Tab 9: Criteria and Evaluation
- Tab 10: Recalls.
- Tab 11: Provider's Contacts. (Appendix I & II)
- Tab 12: Brochures, Footnotes and Additional Information.

13. ISSUING OFFICE

The OHSU Contract Services Office is the Issuing Office. **It is the sole point of contact for OHSU during this process.** All Correspondence pertaining to this proposal should be directed to the Issuing Office contact person below.

Mac McCarter

Contracts Coordinator

Direct: 503.494.8844

Fax: 503.494.6937

Mail Code: MC1040

Email: mccarter@ohsu.edu

Oregon Health & Science University

Logistics, Rm. 1040

OHSU Mailcode: MC104

3930 SW Macadam Avenue

Portland, Oregon 97239

14. SUBMISSION REQUIREMENTS

- 14.1. Interested Respondents must submit the following:
- 14.1.1. **One (1) electronic copy of each proposal.** CD-Rom, DVD or USB Memory Stick in PC legible format. (Microsoft Office, Adobe, etc.) Please organize and name these files in the same format as the hardcopy. (By tab or section.) Emailed copies will not be accepted.
 - 14.1.2. **Four (4) bound hardcopies of each proposal,** one copy of which must contain an original signature by an authorized representative of the Respondent. Please clearly mark on the outside of the proposal which one contains the original signature.
 - 14.1.3. Proposals must be submitted in writing and must be enclosed in a sealed envelope or container plainly marked with the RFP Number and Formal RFP Name, as indicated on page 1 of this RFP, and the Respondent's formal business name. Respondents will be responsible for actual delivery of proposals during business hours to the Issuing Office. It will not be sufficient to show that a proposal was mailed in time to be received before the schedule closing time for receipt of proposals. OHSU will not accept responses that are faxed, emailed or not prepaid or have postage due.
- 14.2. "Alternative" or Multiple Proposals: Providers may, at their discretion, submit multiple proposals that provide various alternatives. At least one of the proposals must be complete and comply with all instructions of this proposal, with other proposals to be evaluated as variations of this original. The additional proposals may be abbreviated following the same format, providing only that information which differs in any way from the original.
- 14.3. Response Date: Proposals must be received at the Issuing Office no later than the Provider Response Due Date & Time, as indicated in the Timeline on page 1 of this RFP. Proposals that are shipped via Federal Express, Airborne, etc., and received at OHSU's Dock M by the closing time will be considered. A Postmark prior to the response date and time will not be considered meeting the deadline. The proposals will be publicly opened and identified the following business day; however, the proposals will not be read in their entirety nor be open to inspection at that time. Any proposals received after that time will not be considered or opened, and will be made available for collection, or disposed of, at Participant's discretion. Uncollected, refused proposals will be destroyed and recycled if Participant refuses to collect within seven (7) business days of notification of such refusal.
- 14.4. Ownership: Ownership of all data, computer code, material, and documentation originated and prepared for OHSU pursuant to this proposal will belong exclusively to OHSU.
- 14.5. Revisions: In the event it becomes necessary to revise any part of this RFP, addenda and/or clarification will be provided to all Respondents who received the initial proposal. This includes OHSU's prerogative to amend the response date. Addendum and/or clarification will be issued via Email to one Respondent representative only. At the time the Respondent requests the initial RFP document, Respondent will specify a single point of contact for its Respondent.
- 14.6. Clarification: Any Respondent considering submitting a proposal that has concerns or questions about any part of the RFP, including comments on any specifications which they believe will limit competition, or wishes clarification on any point, must submit them in writing via fax or Email to the Issuing Office no later than the Deadline for Provider Questions and Request for Clarifications, as indicated in the Timeline on page 1 of this RFP. Request for Clarification should clearly indicate that they pertain to Pre-Proposal Questions for RFP-<RFP # as indicated on page 1>. OHSU will respond to all requests for clarification in writing via Email to all parties requesting a copy of the proposal. OHSU will not be responsible for any other explanations or interpretations of the proposed documents. In case of any doubt or difference of opinion as to

the true intent of the proposal, and in case of any dispute between the parties under the contract to be entered into hereunder, the decision of the Issuing Office will be final and binding.

- 14.7. Modifications: Modifications or corrections of a previously submitted proposal are to be addressed in the same manner as the original proposal and will be considered by OHSU if received prior to the scheduled closing time for receipt of proposals. Oral, telephone, Email or facsimile modifications or corrections will not be recognized or considered.
- 14.8. Withdrawals: Proposals may be withdrawn at any time prior to the scheduled closing time for the receipt of proposals. This can be accomplished by written notification on company letterhead signed by an authorized representative or in person upon presentation of appropriate identification. Written requests must be clearly marked "Proposal Withdrawal." Proposals will be effective for a period of sixty (60) days after the scheduled opening date for the proposals.
- 14.9. Award: In awarding the contract, OHSU will use the evaluation criteria defined in the Criteria & Evaluation section of this document. The inability of any respondent to meet the requirements stated in the Scope of Work may be cause for rejection of the proposal.
- 14.10. Confidential or Trade Secret Information
 - 14.10.1. Respondents are advised that most documents in the possession of OHSU are considered public records and subject to disclosure under the State Public Records Law (ORS 192.410 & 192.505). An exemption from disclosure is provided for trade secrets. A trade secret is information:
 - 14.10.1.1. Which is not patented;
 - 14.10.1.2. Known only to a limited number of individuals within a commercial concern who have made efforts to maintain the secrecy of the information;
 - 14.10.1.3. Which derives actual or potential economic value from not being disclosed to other persons; and
 - 14.10.1.4. Which gives its users the chance to obtain a business advantage over competitors not having the information. See ORS 192.501(2) and ORS 96-0166.461-96-0166.475.
 - 14.11. If any part of a proposal is considered a trade secret, the Respondent must clearly designate that portion as confidential in order to protect it from disclosure. Simply marking a section "confidential" will not ensure protection. Respondents must be prepared to advance the reasons why the material is a trade secret. Oregon Health and Science University agrees to maintain information, which is a trade secret confidentially to the extent permitted by law.
 - 14.12. In the event a dissatisfied Respondent or other person seeks copies of a Respondent's trade secret, OHSU will notify the Respondent of the request.
 - 14.13. In the event the owner of the trade secret does not want the information disclosed, it must agree to indemnify OHSU and hold OHSU harmless against all actions or court proceedings that may ensue, (including attorneys' fees) which seek to order OHSU to disclose the information.

CAUTION: Do not mark your entire proposal confidential. Mark only pages containing trade secrets as confidential.

- 14.14. Rejection Clause: OHSU may reject any proposal not in compliance with all prescribed procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of OHSU that it is in our best interest to do so.
- 14.15. Completeness: Proposals must include all information required herein to be evaluated and considered for an award. Failure to do so may be deemed sufficient cause for disqualification.
- 14.16. Eligible Proposals: All proposals will be reviewed for completeness by the Evaluation

Committee to determine those that are eligible. "Eligible" is defined as a proposal that meets the requirements specified in this RFP.

- 14.17. Evaluation Committee: An Evaluation Committee composed of various OHSU representatives will evaluate eligible proposals. Committee member names will not be released prior to evaluation committee interviews. Respondents will be advised of how many evaluation committee members will be in attendance for planning purposes. Respondents are strongly cautioned not to contact committee members. Doing so may be grounds for dismissal, and in the event such contact could be construed as solicitation, may be referred to the State of Oregon Attorney General's office. The sole point of contact for this RFP is OHSU's Issuing Office.
- 14.18. Method of Award: The Respondent will be selected on the basis of the most competitive offer based on the criteria outlined in the Criteria & Evaluation.
- 14.19. Registered with Oregon: The successful Respondent must be registered to do business in the State of Oregon.
- 14.20. Contracting Parties: The contract for these goods and services will be between the Oregon Health and Science University, an Oregon public corporation, and the Respondent.
- 14.21. Execution: The successful Respondent will negotiate in good faith and enter into a written contract prepared by OHSU, as indicated in the Timeline on page 1 of this RFP. If a contract cannot be executed with the awarded Respondent the remaining proposals will be considered and an award may be made from those respondents if it is in the best interest of OHSU.
- 14.22. Term of Contract: The contract resulting from this proposal will be for a term as negotiated with the awarded provider and shall be for the delivery of specified products and services per the Scope of Work. The contract can be extended and additional work can be added, if necessary.
- 14.23. Protests of Contract Award
 - 14.23.1. Any person who has submitted a proposal may protest the award of contract(s). The following process for protesting the award must be followed:
 - 14.23.1.1. Filing: All protests must be filed within three (3) business days of the date of the announcement of provisional awards. The protests must be filed with, and received by OHSU's Issuing Office by 4:00 p.m. PST on the third business day following OHSU's notification of award.
 - 14.23.1.2. Statement of Protest: All protests must state the basis for the protest in clear terms and provide an alternate the protestor finds acceptable. The basis must be a violation of State or Federal procurement law, rule or regulation that is applicable to this procurement.
 - 14.23.1.3. Review by Contracts Officer: The OHSU Contracts Officer will review the protest for meeting the conditions of this section. Accepted protest will be considered on the basis of merit. During the review or reconsideration, the protester may be asked to clarify or amplify statements or to provide proof of claims or other statements. Any such request must be fully responded to by the protester within three business days of the request. In the event a protester fails to respond, the protest will be dismissed and no further protest will be accepted.
 - 14.23.1.4. Response to Protest: After consideration of the protest, the OHSU Contracts Office will provide the protester with a written response that is intended as a complete answer to the protest. OHSU will not amend the RFP during the protest process. OHSU will issue a written ruling on the lawfulness of the award. OHSU reserves the right to reject any and all proposals.
- 14.24. Public Information: All protests are public information and any person may request copies.

- 14.25. Proposal Bond: The Respondent will not be required to provide a Proposal Bond.
- 14.26. Performance Bond: The Respondent will not be required to provide a performance bond.
- 14.27. Recyclable Products: The Respondent shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set out in this agreement.

END OF RFP

APPENDIX I

PROVIDER REPRESENTATIVE WORKSHEET

Primary Representative:

Name of Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Secondary Representative:

Name of Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Tertiary Representative: (If Applicable)

Name of Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Appendix II

SIGNATURE OF PROVIDER'S DULY AUTHORIZED REPRESENTATIVE

The RFP must be signed in ink by an authorized representative of the Provider. Any alternations or erasures to the RFP must be initialed in ink by the undersigned authorize representatives.

The undersigned agrees and certifies that she/he:

1. Has read and understands all RFP instructions, specifications, and terms and conditions contained herein (including the attachments listed in this document);
2. Is an authorized representative of the Respondent; that the information provided in this RFP is true and accurate, and that providing incorrect or incomplete information may be cause for RFP rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated service in accordance with the RFP and contract.
5. PROVIDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH RFP INFORMATION.

Authorized Signature

Date

Authorized Name (type or print): _____

FEIN ID# or SS# (required): _____

Phone: _____

Fax: _____

Email: _____

**OREGON HEALTH & SCIENCE UNIVERSITY
STANDARD PURCHASING TERMS AND CONDITIONS**

1. **DEFINITIONS:**

- 1.1. The term “contract” means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; and the purchase order or price agreement document.
- 1.2. “Contractor” means a person or organization with whom the Oregon Health & Science University has contracted for the purchase of goods. The terms “Contractor” and “Seller” as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; “ORS” means the Oregon Revised Statutes.

- 2. **WORKER’S COMPENSATION:** Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker’s Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers’ compensation coverage that satisfies Oregon law for all their subject workers.
- 3. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to Oregon Health & Science University contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to those contracts.
- 4. **DELIVERY AND PARKING:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance by OHSU, at which time responsibility shall pass to OHSU except as to latent defects, fraud and Contractor’s warranty obligations. Contractor shall be responsible for parking permits and related fees for vehicles carrying Contractor’s goods. Contractor shall contact OHSU’s Parking and Transportation Services Department to arrange for proper parking permits, and shall be responsible for all fees incurred. In no event shall OHSU be responsible for any parking permit fees, fines or any other parking related costs.
- 5. **CONTRACTOR STAFF AND USE OF OHSU FACILITIES.** Contractor agrees that all Contractor staff performing any services at any OHSU facility shall comply with all applicable OHSU policies, including but not limited to, requirements regarding background and criminal history checks. Contractor and its employees or agents shall have the right to use only those facilities of OHSU that are necessary to perform the services under this Agreement and shall have no right of access to any other facility of OHSU without prior approval of OHSU management. OHSU shall have no responsibility for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents that may be stored, or located on OHSU premises.
- 6. **CONFLICT OF INTEREST:** Contractor acknowledges that OHSU uses ethical business practices in its vendor selection and other contracting practices. Contractor certifies that neither it nor its employees or agents have, with and intent to establish or maintain a business relationship with OHSU, provided any gift or sponsorship having more than minimal value: (i) to any person working on behalf of OHSU involved in the negotiation of the contract; (ii) to any OHSU Department or unit procuring items or services under this contract; or (iii) to any person with authority on behalf of OHSU to enter into the contract.
- 7. **INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by OHSU at times and places as determined by OHSU. If OHSU finds goods furnished to be incomplete or not in compliance with solicitation specifications, OHSU may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OHSU, OHSU may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit OHSU’s rights as a buyer, including, without limitation, the rights and remedies related to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- 8. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall 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 solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to OHSU.
- 9. **CASH DISCOUNT:** If OHSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

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10. **PAYMENT:** Payment is normally made within 30 days following the date the entire order is delivered and accepted or the date the invoice is received, whichever is later. Interest on any overdue payment may only be charged for non-payment after 45 days and is limited to two-thirds of one percent per month (8% APR) on the outstanding balance.
11. **GIFTS AND SPONSORSHIP:** Contractor acknowledges that OHSU, in its vendor selection and other contracting practices, does not take into account gifts or sponsorship provided by vendors. Contractor certifies that neither it nor its employees or agents have, with and intent to establish or maintain a business relationship with OHSU, provided any gift or sponsorship having more than minimal value: (i) to any person working on behalf of OHSU involved in the negotiation of the contract; (ii) to any OHSU Department or unit procuring items or services under this contract; or (iii) to any person with authority on behalf of OHSU to enter into the contract.
12. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by OHSU at its discretion. OHSU may cancel an order for goods, in whole or in part, at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by OHSU. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).
13. **FORCE MAJEURE:** Subject to paragraph 4 concerning risk of loss, neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond the party's reasonable control. OHSU may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.
14. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, OHSU reserves the right, in addition to other remedies, to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by OHSU as the result of Contractor's breach of contract, including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170.
15. **HOLD HARMLESS:** Contractor shall indemnify, defend and hold harmless OHSU and its officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under or in connection with this contract.
16. **ACCESS TO RECORDS:** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. OHSU and its representatives, and if applicable, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to perform examination, and audits and make excerpts and transcripts.
17. **CONFIDENTIALITY:** Contractor acknowledges that OHSU is a public corporation and is subject to the State of Oregon's public records laws. Subject to the limitations under ORS 192.501(2) and (14) and ORS 192.502 (3), OHSU agrees, to the best of its ability, that it will keep strictly confidential and hold in trust all "confidential information" of Contractor.
18. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OHSU.
19. **SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
20. **WAIVER:** Failure of OHSU to enforce any provision of this contract shall not be a waiver or relinquishment by OHSU of its right to such performance in the future nor of the right to enforce any other provisions of this contract.
21. **GOVERNING LAW; JURISDICTION; VENUE:** This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between OHSU and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.
22. **ASSIGNMENT/SUBCONTRACTOR/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

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OHSU. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to OHSU under the contract as if no such assignment, transfer, or subcontract has occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

23. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances (including but not limited to those pertaining to electrical, wiring, circuitry, etc.) applicable to the provision of goods under this contract, including, without limitation, the provisions of:
 - 23.1. Title VI of the Civil Rights Act of 1964;
 - 23.2. Section V of the Rehabilitation Act of 1973;
 - 23.3. the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all amendments of, and regulations and administrative rules established pursuant to those laws; and
 - 23.4. all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
24. PAYMENTS REQUIRED: For all goods provided under this contract, Contractor shall:
 - 24.1. pay promptly, as due, all persons supplying labor or material;
 - 24.2. not permit any lien or claim to be filed or prosecuted against OHSU; and
 - 24.3. pay to the Department of Revenue all sums required to be withheld from employees pursuant to ORS 316.167.
25. OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP): The requirements of Executive Orders 13201 and 11246 and 41 CFR part 60 are hereby incorporated by reference.
 - 25.1. EO 13201, <http://www.dol.gov/esa/regs/compliance/ofccp/13201ofp.htm>
 - 25.2. EO 11246 <http://www.dol.gov/compliance/guide/discrim.htm>
26. CONFLICT OF INTEREST: Contractor acknowledges that OHSU uses ethical business practices in its vendor selection and other contracting practices. Contractor certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with OHSU, provided any gift or sponsorship having more than minimal value: (i) to any person working on behalf of OHSU involved in the negotiation of the contract; (ii) to any OHSU Department or unit procuring items or services under this contract; or (iii) to any person with authority on behalf of OHSU to enter into the contract.
27. PAYMENT OF CONTRACTOR CLAIMS: If Contractor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, OHSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this contract. The payment of a claim by OHSU pursuant to this paragraph 21 shall not relieve the Contractor or its surety, if any, from its obligation with respect to any unpaid claims.
28. INSURANCE:
 - 28.1. If Contractor (including agents, employees, or subcontractors of Contractor) is required to perform work on OHSU premises, Contractor shall maintain in force at its own expense each of the insurances listed below:
 - 28.1.1. Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - 28.1.2. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - 28.1.3. These insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon, and must also have an A.M. Best rating of A or better. If written on a claims made basis, the commercial general insurance shall be maintained for a period of not less than two years following termination of this contract. OHSU and its officers and employees shall be included as an additional insured in these insurance policies.
 - 28.2. Contractor shall furnish acceptable insurance certificates to OHSU prior to performing the services under this contract. The certificate will specify all of the parties who are additional insureds. If requested, complete policy

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copies shall be provided to OHSU. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- 28.3. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to OHSU.
29. **SAFETY AND HEALTH REQUIREMENTS:** Goods and services provided 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 Worker's Compensation Division.
30. **RECYCLABLE PRODUCTS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.
31. **MATERIAL SAFETY DATA SHEET:** In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 2, subdivision Z, 1910.1200, Contractor shall provide OHSU with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag or mark such goods.
32. **FEDERAL HEALTH CARE PROGRAM ELIGIBILITY:** Contractor represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program. In the event Contractor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Contractor will notify OHSU in writing within three (3) days after such event, and upon the occurrence of such event whether or not such notice is given to OHSU, OHSU may immediately terminate this contract upon written notice to Contractor. OHSU will not make any payments under this contract during any period of debarment, ineligibility or exclusion from participation.
33. **DISPUTE RESOLUTION:** OHSU and Contractor agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or related to this Agreement. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, then such dispute will be mediated by a mutually-acceptable mediator to be chosen by the parties within fifteen (15) business days after written notice by one of the parties demanding mediation. Neither party may unreasonably withhold consent to the selection of the mediator and the parties agree to share the cost of the mediation equally. Such mediation will take place in Portland, Oregon. If the dispute cannot be resolved by the parties through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation by one of the parties, then either party may seek resolution of the dispute as otherwise provided in this Agreement and by law.
34. **HIPAA / BUSINESS ASSOCIATE REQUIREMENTS:** If Contractor's performance under this Agreement involves or requires the disclosure to or use by Contractor of OHSU's "Individually Identifiable Health Information" (as that term is defined by the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto ("HIPAA")), then the following provisions apply:
- (i) Contractor will use and disclose Individually Identifiable Health Information received from, or created or received by Contractor on behalf of, OHSU in the course of its performance under this Agreement ("PHI") only as required for such performance, as permitted herein or as required by law, and Contractor will use all appropriate safeguards to prevent any use or disclosure of PHI other than as allowed in this Agreement. All PHI (in whatever form) is the exclusive property of OHSU.
 - (ii) Contractor shall not, and shall ensure that its directors, officers, employees, contractors and agents (collectively, "Contractor Representatives") do not, use or disclose PHI in any manner constituting a violation of 45 CFR §160 and 164 ("Privacy Standards") if done by OHSU.
 - (iii) Contractor agrees that any request to OHSU for disclosure of PHI shall be limited to the minimum necessary to accomplish Contractor's purpose under this Agreement.
 - (iv) Contractor shall immediately notify OHSU in writing of any use or disclosure of PHI other than as allowed by this Agreement, and, to the extent practicable, shall mitigate any harmful effect of such use/or disclosure.
 - (v) Contractor shall ensure that each of the Contractor Representatives having access to PHI, agree to comply with these restrictions and conditions.
 - (vi) If Contractor maintains Records for OHSU that are a part of OHSU's Designated Record Set ("DRS"), Contractor will: (i) within 10 days of a request from OHSU for access to an individual's PHI contained in the DRS, provide copies of such PHI to OHSU; (ii) within 10 days of a request from OHSU for an amendment of

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an identified individual's PHI in a DRS, make available the PHI for amendment and incorporate such amendment into PHI maintained by Contractor as required by the Privacy Standards; and (iii) within 5 days of Contractor's receipt from an individual of a request for access to PHI or for an amendment of PHI, forward that request to OHSU in writing.

- (vii) Within 10 days of notice from OHSU that OHSU has received a request for an accounting of disclosures of an individual's PHI, Contractor shall make available to OHSU such information in Contractor's possession and as necessary for OHSU to make the accounting required by 45 CFR §164.528, including: (i) the date of the disclosure occurring after April 16, 2003, but no more than 6 years prior to the date of the request, (ii) the name and if known the address of the entity or person who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of the disclosure, (collectively, "Disclosure Information"). If the request for an accounting of disclosures of PHI is delivered to Business Associate, then Business Associate shall within 5 business days of receipt, forward such request to OHSU. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with these requirements and shall maintain a record of Disclosure Information for a period of 6 years from the date of each disclosure. Contractor may elect to satisfy its obligations by entering the information required by this subparagraph directly into an OHSU web-based accounting-of-disclosures tool ("Accounting of Disclosures System"). To so elect, Contractor must contact the OHSU Privacy Officer at (503-494-8849), obtain access to the Accounting of Disclosures System and thereafter input into that system, all information required under this subparagraph in conformance with instructions provided by OHSU.
- (viii) Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining OHSU's compliance with the Privacy Standards.
- (ix) Compliance with Security Regulations. Beginning no later than April 21, 2005 and continuing thereafter, with respect to any electronic PHI that Business Associate creates, receives, maintains, or transmits, Business Associate shall:
 - i. Implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI, as required by the Security Standards;
 - ii. Ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it;
 - iii. Report to OHSU any attempted or successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an Information System, of which it becomes aware; and
 - iv. Authorize termination of the Existing Agreements, if OHSU determines that the Business Associate has violated a material term of this Agreement.
 - v. Capitalized terms used in this Paragraph shall have the meaning given them in the Security Standards.
- (x) OHSU may terminate this Agreement upon ten (10) days written notice to Contractor if OHSU determines, in its sole discretion, that Contractor has violated a material term of these requirements and such breach is not cured within such ten (10) day period. Upon termination of this Agreement for any reason, Contractor shall either return or destroy all PHI maintained by Contractor in any form retaining no copies. If the return or destruction is not feasible, Contractor shall extend the aforementioned protections to such PHI and such PHI shall be used or disclosed solely for such purpose(s) that make the return or destruction of such PHI infeasible.
- (xi) Notwithstanding any limitation on damages contained herein, Contractor shall indemnify and hold OHSU harmless from and against any and all liability and costs, including attorneys fees, arising out of or related to a breach of these requirements by Contractor, its agents or subcontractors.
- (xii) Contractor agrees to amend this Agreement as necessary to allow each party to comply with (i) the Privacy Standards, (ii) the Standards for Electronic Transactions (45 CFR parts 160 and 162) and (iii) the Security Standards, (collectively, the "Standards"), as they are amended from time to time by the Secretary.
- (xiii) Capitalized terms used in this paragraph without definition, have the meanings assigned to them in the Privacy Standards. The terms and conditions of this paragraph shall supersede any conflicting or inconsistent terms in the Agreement.