

REQUEST FOR PROPOSAL



FORMAL RFP NAME: RFP-2009-1421

**RFP NUMBER: SUN MICROSYSTEMS ENTERPRISE
SERVER SUPPORT**

Oregon Health & Science University
Logistics Contract Services, MC104
3930 S.W. Macadam Avenue
Portland, Oregon 97239
503.494.1500 Tel
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TIMETABLE

	Event	Date	Time
Request for Proposal	RFP Issue Date	May 14, 2009	
	Questions & Requests for Clarification (Please submit via email.)	May 29, 2009	3:00 p.m.
	OHSU's Response to Questions & Requests for Clarification	June 5, 2009	3:00 p.m.
	RFP Proposal Due Date	June 12, 2009	3:00 p.m.
Interviews	OHSU's Notification of Finalists for Interview	June 17, 2009	TBD
	Finalist Presentation/Interviews	June 24, 2009	TBD
Award	Notification of Apparent Winner/Provisional Award*	June 26, 2009	TBD
	Estimated Contract Execution Date	6/30/09	TBD
	Commencement of Engagement	7/1/09	TBD

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

TABLE OF CONTENTS

TIMETABLE	1
TABLE OF CONTENTS	2
APPENDIXES	2
ATTACHMENTS	2
BACKGROUND INFORMATION	3
A. EXECUTIVE PROPOSAL SUMMARY	4
B. TABLE OF CONTENTS	4
C. MINIMUM QUALIFICATIONS	4
D. SCOPE OF WORK	4
E. SERVICE & MAINTENANCE	8
F. WARRANTY	8
G. VALUE ADDED	8
H. FEES/PRICING	8
I. RECALLS	9
J. SUSTAINABILITY	9
K. PROVIDER'S CONTACTS	9
L. CONTRACT EXCEPTIONS	10
M. CRITERIA & EVALUATION	11
N. PROPOSAL FORMAT	12
O. ISSUING OFFICE	12
P. MANDATORY PROVIDER CONFERENCE	13
Q. SUBMISSION REQUIREMENTS	13
R. ADDITIONAL TERMS	14

APPENDIXES

- I. [Provider's Representatives Worksheet](#)
- II. [Provider's References Worksheet](#)
- III. [Signature of Provider's Duly Authorized Representative Worksheet](#)

ATTACHMENTS

1. OHSU Contract Terms & Conditions

BACKGROUND INFORMATION

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 Healthcare, including adult and pediatric hospitals and outpatient clinics, as well as clinical operations of academic units, including the School of Medicine, the School of Dentistry, the School of Nursing, and Casey Eye Institute, 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".

A. EXECUTIVE PROPOSAL SUMMARY

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.

Please provide an executive summary of your entire proposal, highlighting your specific strengths, and how those strengths transfer into value for OHSU.

B. TABLE OF CONTENTS

Include a Table of Contents for all Level 1 categories, indicating Tab and Page number. Level 2 categories may be included at your discretion. (Level 1 categories in this document are A, B, C, etc. Level 2 are A.1., A.2., A.3., etc.)

C. MINIMUM QUALIFICATIONS

- C.1. Reseller must be located within the four county metro area (Clackamas, Washington, Multnomah and Clark), licensed and a preferred reseller of SUN Microsystems hardware and maintenance.

D. SCOPE OF WORK

The purpose of this project is to consolidate the purchase of SUN Microsystems Enterprise Server and services from a preferred local SUN authorized EMAP and WSCA value added re-seller.

- D.1. OHSU's existing SUN System Services Plan agreement expires June 2009 and it is OHSU's intention is to establish a multi-year SUN System Service Plan Agreement for existing and future enterprise hardware systems. Service plan coverage options will be reviewed and selected on a system by system base.

- D.2. Define and deliver additional value as a reseller

D.2.1 Respondent should be able to deliver additional services to OHSU, these services should include:

D.2.1.1 Act as a liaison between OHSU and SUN as required for future purchases.

D.2.1.1 Monthly report indicating new purchases, to included warranty schedule information.

D.2.1.2 Ensure OHSU receipt of manufacturer warranty documentation.

D.2.1.3 Quarterly notification of SUN hardware scheduled "End of Life and End of Support"

D.2.1.4 Internal SUN certified engineer perform "Tech Check" on requested hardware quotations

D.2.1.6 Additional level of internal technical resources when and if required

D.2.1.5 Semi-annual inventory report

D.2.1.6 e-mail notification upon receipt of purchase order (PO)

D.2.1.7 e-mail notification of product shipment date and estimate time of arrival.

D.2.1.6 “Value Add” must include a quarterly review of OHSU’s purchasing practices to determine if OHSU can benefit from cost savings mechanisms.

D.3. Future Technology: Describe in detail your plan to keep OHSU knowledgeable of SUN’s technology direction.

D.2 Following identifies installed hardware as of April 2009:

Model	Serial Number	Service Plan Coverage
SunFire V245	0816fml0n9	Silver
Sunfire V245	0816fml0nr	Silver
SunFire V245	0816fml0na	Silver
Sunfire V490	0811sc0041	Gold 7/24
SunFire V490	0810sc0067	Gold 7/24
SunFire V490	0811sc00e0	Gold 7/24
SunFire V490	0809sc00a9	Gold 7/24
SunFire v490	0720AM0254	Silver
SunFire E2900	0726AK2090	Gold 7/24
SunFire E2900	0726AK2091	Gold 7/24
SunFire V490	0718AM0313	Silver
SunFire V490	0718AM0551	Silver
Sunfire V490	0602AM0032	Gold 7/24
Sunfire V210	FM64310067	Gold 7/24
Sunfire V210	FM64310095	Gold 7/24
Sunfire V440	0406AD1A38	Gold 7/24
Sunfire V240	FN40240140	Gold 7/24
Enterprise 250	210C0018	Silver
SunFireV215	0816fml0wa	Silver
SunFire V245	0816fml0nm	Silver
SunFire V245	0815fml0j8	Silver
SunFire V245	0815fml0j2	Silver
SunFire V245	0815fml0jg	Silver
SunFire V245	0816fml056	Silver
Netra X1	CL13900276	Silver
SunFire V245	0816fml0nk	Silver
SUNFIRE V490	0721AM0205	Gold 7/24
SUNFIRE V490	0602AM0267	Silver
Sunfire V490	0602AM0125	Gold 7/24
Sunfire V490	0602AM0087	Gold 7/24
Sunfire V240	FN51910079	Gold 7/24
SunFire V245		Gold 7/24
SunFire V245	0816FML052	Gold 7/24
Sunfire V240	FN52040202	Gold 7/24
Sunfire V240	FN52040266	Gold 7/24
Sunfire V240	FN43950027	Silver
Sunfire v880	0403AM0059	Gold 7/24
Sunfire v880	0401AM00AC	Silver
Sun Blade 150	FT 3084057	Silver
Sunfire V240	FN60960453	Gold 7/24
SunFire V215	0809fml02n	Gold 7/24
SunFire V215	0818fml00e	Gold 7/24
E220R	150c0915	Gold 7/24

E220R	151c03b4	Gold 7/24
Sunfire v215	0818FML00A	Silver
Sunfire V245	0725FL4039	Gold 7/24
Sunfire V215	0725FL301R	Gold 7/24
Sunfire V215	0725FL301S	Gold 7/24
Sunfire V245		Gold 7/24
Sunfire V245		Gold 7/24
Sunfire V245		Gold 7/24
Sunfire V240	FN44650199	Silver
Sunfire v100	cc22800524	Silver
Sunfire V210	HM33832008	Silver
Sunfire V120	FF40320029	Silver
Sunfire V210	HM33832057	Silver
Sunfire V210	FM55320032	Silver
Sunfire V210	FM55320026	Silver
Sunfire V240	FN64610158	Silver
SunFire V215	0818fml00d	Silver
SunFire V215	0818fml00k	Silver
Sunfire V100	CC21602080	Silver
Sunfire V120	FF43740140	Silver
Sunfire V100	CC22000535	Silver
Sunfire V490	0652AM2110	Gold 7/24
Sunfire V490	0702AM0653	Gold 7/24
Sunfire V210	FM53840059	Silver
SUNFIRE V490	0549AM2305	Silver
Sunfire V280R	317AD3578	Gold 7/24
Sunfire V280R	317AD3582	Silver
SunFire V245	0816FML0V1	Gold 7/24
SunFire V245	0816FML0W3	Gold 7/24
Enterprise 220R	150C090F	Gold 7/24
Enterprise 220R	151C03BF	Gold 7/24
Sunfire V245	0749FML0W3	Gold 7/24
Sunfire V245	0749FML0WC	Gold 7/24
Ultra E450	052V00AA	Silver
SunFire V120	CF30303057	Silver
Sunfire V480R	323V0533	Silver
Sunfire V120	FF42350074	Silver
Sunfire V240	FN51910125	Gold 7/24
Sunfire V240	FN43510100	Silver
Sunfire V490	0520AM007B	Gold 7/24
Netra T1	HF20144637	Gold 7/24
Sunfire V240	FN44450090	Silver
Sunfire V245	0739FML065	Gold 7/24
Sunfire V245	0739FML0BU	Gold 7/24
Sunfire V490	0450AM01BF	Silver
Netra X1	CL21001840	Gold 7/24
SunFire V215	0818FML009	Gold 7/24
Netra X1	CL21001804	Gold 7/24
Sunfire V215	0818fml00b	Gold 7/24
Sunfire V120	FF41330003	Gold 7/24
Sunfire V120	FF41010012	Gold 7/24
Sunfire V120	FF41510019	Gold 7/24
Netra T1	108S1650	Gold 7/24
Netra T1	109S122B	Gold 7/24

Netra T1	109S1221	Gold 7/24
Netra T1	109S1476	Gold 7/24
Sunfire V100	FV34730128	Gold 7/24
Sunfire V215	0818fml007	Gold 7/24
SunFire V215	0818FML008	Gold 7/24
SunFire V215		Gold 7/24
SunFire V245	0806FML070	Gold 7/24
SunFire V245	0805FML08R	Gold 7/24
SunFire V245	0806FML071	Gold 7/24
Sunfire V245	0640FL5002	Gold 7/24
Sunfire V245	0638FL703A	Gold 7/24
Sunfire V240	FN44450087	Silver
Sunfire V240	FN61930359	Silver
Sunfire V240	FN61430264	Gold 7/24
Sunfire V240	FN61420142	Gold 7/24
Sunfire v210	FM60520043	Silver
Sunfire v240	FN61430024	Silver
Netra X1	CL21001850	Silver
V215	0807FML06N	Silver
Sunfire 280R	332AD10BF	Gold 7/24
Sunfire V210	FM53840122	Silver
Sunfire V120	FF33620099	Gold 7/24
Sunfire V210	FM34330126	Silver
Sunfire V210	FM53840136	Gold 7/24
Sunfire V210	FM53840144	Silver
Sunfire V120	FF54040027	Silver
Netra X1	CL14900925	Silver
Netra X1	CL14900975	Gold 7/24
Netra X1	CL14901031	Gold 7/24
Netra X1	CL14901059	Gold 7/24
Sunfire V240	FN52140020	Gold 7/24
Sunfire V240	FN52210098	Gold 7/24
Sunfire V245		Silver
SunFire V245		Silver
Sunfire V215	0712FL6018	Gold 7/24
Sunfire V215	0712FL6014	Gold 7/24
Sunfire V215	0712FL600Y	Gold 7/24
Sunfire V215	0712FL601J	Gold 7/24
Sunfire V215	0712FL6016	Gold 7/24
Sunfire V210	FM53840143	Silver
Sunfire V210	FM51610055	Gold 7/24
SunFire V215	0712FL6014	Gold 7/24
SunFire V215	0712FL6016	Gold 7/24
V120	CF30303057	Gold 7/24
Sunfire V240	FN44510034	Gold 7/24
Sunfire V480	0438AM0216	Gold 7/24
Sunfire E6900	0439ak2051	Gold 7/24
Sunfire E6900	0439ak204e	Gold 7/24
Sunfire V490	0704AM1107	Gold 7/24
Sunfire V480	0436AM02AD	Gold 7/24
Sunfire V890	0719SC004F	Gold 7/24
Sunfire V880	0438AM01D4	Gold 7/24
Sunfire E2900	0710NNT004	Gold 7/24
Sunfire V1280	0438MM24BA	Gold 7/24

Sunfire v215	0738FML0E7	Gold 7/24
Sunfire v215	0738FML0EK	Gold 7/24
M4000		Gold 7/24
M5000		Gold 7/24

E. SERVICE & MAINTENANCE

E.1. Service Capabilities

E.1.1. A description of local and regional factory-based service capabilities, including the number and qualifications of service engineers, their training, their base locations, the locations of backup service engineers, approximate response time for emergency repairs (both during regular business hours and otherwise), the location of primary and backup spare parts locations, the time for delivery of parts after notification, and a description of factory engineering backup capabilities.

E.1.2. Describe the service escalation process.

E.2. Product Support.

E.2.1. Name three of your most frequently tracked complaints.

E.2.2. Describe your product support. Explain the process & identify support levels.

E.2.3. Do any of the products you are proposing involve using software? If yes, please explain the upgrade version procedure in which we would have to follow.

E.2.4. How many qualified product support technicians do you employ and/or contract within the State of Oregon?

E.2.5. Please provide information on procedures for obtaining repair or replacement parts after warranty expires.

E.2.6. Are there any repair/replacement parts you suggest that we stock at OHSU during and after the warranty period? Please explain.

E.3. Preventive Maintenance.

E.3.1. Provide a description of preventive maintenance required for the proposed equipment, including frequency.

E.3.2. What are OHSU's preventative maintenance responsibilities?

E.3.3. Is preventative maintenance included in the purchase? In any service agreements?

F. WARRANTY

F.1. Provide a copy of your standard warranty.

F.2. Provide a description of proposed warranty terms including any partial (less than one year), pro rata, extended warranties, or alternative warranty options.

G. VALUE ADDED

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

H. FEES/PRICING

Professional Services

H.1. Please provide your pricing structure. Your proposal must specify that, aside from the fees and expenses you propose, no other costs will accrue to OHSU for the proposed services.

Products & Services

- H.2. Product Specifications: Provide a line item quote for all hardware and software proposed.
- H.3. Service & Maintenance: Provide a line item quote for all service & maintenance options proposed:
 - H.3.1. Time and Materials Service
 - H.3.1.1. The hourly charges for services provided during routine work; include any zone charges or minimum charges
 - H.3.1.2. The point that overtime charges will begin to accrue; and
 - H.3.1.3. Estimated replacement parts price list and discount available.
 - H.3.2. Provide cost information for preventive maintenance and equipment repair service after regular business hours.
- H.4. Warranty: Provide a line item quote for all warranty options, if applicable.

Value Added

- H.5. Provide a line item quote for all value added goods and/or services proposed.

I. RECALLS

- I.1. Respondent shall notify OHSU if a product recall or defect notice is issued related to any of the equipment proposed under the terms of this RFP and shall notify OHSU of any such recall or defect within five (5) days of the earliest recall or defect announcement in any nation by the manufacturer or device regulatory body. Respondent understands that failure to comply with this requirement may lead to a one (1) year OHSU ban on the purchase of all products from Respondent. Respondent hereby acknowledges that it and all its representatives and/or agents will adhere to the above protocol.

J. SUSTAINABILITY

- J.1. Ecological.
 - J.1.1. Describe your firm's environmental sustainability initiatives.
 - J.1.2. Describe your firm's use of recycled and/or renewable products.
 - J.1.3. What benefits does your firm attribute to these initiatives and/or products?
- J.2. Economical.
 - J.2.1. Describe your firm's business sustainability initiatives.
 - J.2.2. To what extent does sustainability influence your firm's business practices?
 - J.2.3. What benefits does your firm attribute to these initiatives and/or practices?
- J.3. Describe how your firm's sustainability values influenced your proposal to OHSU, and what benefit you expect from this perspective.

K. PROVIDER'S CONTACTS

- K.1. Firm Profile.
 - K.1.1. Please provide a brief history and the organizational structure of your firm.
 - K.1.2. Provide a general corporate overview of your consulting firm and client service philosophy. Also identify the firm's office nearest to OHSU and the size of their staff.
 - K.1.3. Provide a description of your firm's quality assurance and customer service evaluation systems. Please include relevant samples of surveys, reports and internal assessments that help to establish, track and maintain quality standards for your firm.
 - K.1.4. Describe what characteristics separate your firm from your competitors.
- K.2. Management
 - K.2.1. Using Appendix I, Provider's Representative Worksheet, provide your key contacts to OHSU.

- K.2.2. Describe the relationship team that will be assigned to deliver OHSU's strategic planning needs. Describe individual roles, responsibility and briefly detail credentials and related experience.
- K.2.3. Describe the degree of commitment your company has made to the health care industry (for example, years involved, percentage of total sales, other key indicators, etc.).
- K.2.4. Describe the resources that will be allocated to meet OHSU's expectations.
- K.2.5. Describe your company's approach to customer service.
- K.3. Technology Applications: Describe any technology used by your firm to carry out strategic planning engagements. This would include any unique databases anticipated to be drawn upon for this project.
- K.4. Insurance Coverage. Does your firm maintain insurance coverage as required on the attached contract template? Please include a copy of your current insurance certificates.
- K.5. Conflict of Interest. Describe how your firm identifies potential or defined conflicts of interest. How does your firm mitigate any potential harm to the clients involved?
- K.6. Minority, Women, and Emerging Small Businesses (MWESB): OHSU encourages economic opportunities for MWESB. Firms that meet this criteria will provide appropriate certification or verification with their Proposal.
- K.7. Women and Minorities. Describe your firm's efforts and successes in recruiting women and minority employees.
- K.8. Non-Discrimination Verification: OHSU will not knowingly contract with or procure goods or services with any organization, business entity, or individual that discriminates on the basis of age, disability, national origin, race, marital status, religion, sex, or sexual orientation. Respondents will certify, as part of their Proposal, that Respondent does not discriminate.
- K.9. Additional Information: Describe any other information not previously mentioned that the consulting firm believes should be given consideration.
- K.10. Signature of Provider's Duly Authorized Representative.
 - K.10.1. Using Appendix III, please provide the information requested, as applicable.
- K.11. Provider's References.
 - K.11.1. Using Appendix II, please list your existing partners most closely resembling your anticipated relationship with OHSU and describe the structure of the business relationship. Please use a separate page for each reference.

L. CONTRACT EXCEPTIONS

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.

M. CRITERIA & EVALUATION

The evaluation process is a multi-step process, and may occur in a different order than reflected below.

- Minimum Qualifications. Proposals will be evaluated for completeness and ranked according to compliance with OHSU's stated Minimum Qualifications. 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 Minimum Qualifications, OHSU shall assign scores and revise the Scoring Matrix, below.
- Evaluation. Written proposals shall be evaluated by OHSU's Evaluation Committee.
- Vendor Fair. One or more finalists may be invited to a vendor fair open to OHSU stakeholders.
- Interviews. One or more finalists may be interviewed prior to final selection.
- 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.
- References. OHSU's Evaluation Committee will interview references and verify proposal specifications against past work.
- 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
Respondents capability and demonstrated ability to provide a solution as outlined in the RFP	10
Clarity of deliverables	10
Experience with providing similar score projects / organizations	10
Valued Added	30
Services & Maintenance	10
Fees / Pricing	30
Total	100

N. PROPOSAL FORMAT

Respondents shall format their proposal by assembling information into a bound document that is organized in a similar manner to this RFP. Please utilize a binding method (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.

<u>Tab #</u>	<u>Description</u>
A.	Executive Proposal Summary.
B.	Table of Contents.
C.	Minimum Qualifications
D.	Scope of Work.
E.	Service & Maintenance.
F.	Warranty.
G.	Value Added.
H.	Fees/Pricing.
I.	Recalls.
J.	Sustainability
K.	Provider's Contacts. (Appendix I & III)
L.	Provider's References. (Appendix II)
M.	Contract Exceptions. (Attachment 1)
N.	Contract Samples - Include contract or agreement samples for services that are specific to the services represented in this RFP.
O.	Brochures, Footnotes and Additional Information.

O. ISSUING OFFICE

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

David "Mac" McCarter
Contracts Coordinator
Office: 503.494.8844
Fax: 503.494.6937
Mail Code: MC1040
Email: mccarterd@ohsu.edu

Oregon Health & Science University
Logistics Contract Services, MC1040
3930 SW Macadam Avenue
Portland, Oregon 97239

P. MANDATORY PROVIDER CONFERENCE

Interested Providers must attend or be represented at the mandatory pre-proposal conference to be held at the time and address indicated in the Timeline on page 1 of this RFP. Providers or their representatives not attending will be disqualified. Allow time for locating the conference room and obtaining parking. OHSU will formally introduce the RFP and provide more detail to each section as may be appropriate. The conference also provides an opportunity for Providers to ask questions and obtain information about the RFP.

Q. SUBMISSION REQUIREMENTS

Interested Respondents must submit the following:

- **One (1) electronic copy of each proposal.** CD-Rom, DVD or USB Memory Stick in PC legible format. (Microsoft Office, Adobe, etc.) The electronic copy should be submitted as a **single** file organized in accordance with Section “N” above. Additional documents submitted electronically but not part of the single RFP response (brochures, etc.) will not be evaluated. **Emailed copies will be accepted (see below).**

Electronic proposals must be enclosed in a sealed envelope 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. Responses must be received on the designated date or they will be subject to rejection. 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, are not prepaid or have postage due.

FOR E-MAILED SUBMISSIONS:

1. **All proposals must reach my e-mail box (mccarted@ohsu.edu) by 3:00p.m. on Friday, June 12, 2009;**
2. **The e-mail subject line must state “[Insert Firm Name] - Response to OHSU RFP-2009-1421”;**
3. **All proposals that are delivered via e-mail must request confirmation of receipt (either by selecting the automatic option on your e-mail or requesting a return e-mail); and**
4. **Proposals must be delivered as a single PDF file (DO NOT SUBMIT ZIP FILES, AS THEY WILL BE CAUGHT IN OHSU’S FIREWALL).**
5. **PLEASE SEND A SEPARATE E-MAIL CONFIRMING THAT YOU SENT THE RESPONSE VIA E-MAIL.**

OHSU e-mail will accept file attachments 70 MB in size. If your total response exceeds this size, I will accept 2 separate e-mails comprising your response, so long as it is divided in a logical fashion and both e-mails are appropriately entitled “[Insert Firm Name] – Response to OHSU RFP-2009-1421: E-Mail __ of __.” I will consider other delivery methods (FTP, yousendit.com, etc.) if contacted during the “Questions and Requests for Clarifications” stage.

Be advised, if you have not received either an automatic response or a return e-mail from me, by 3:00 p.m. on Monday, June 15, 2009, confirming receipt of your RFP response, contact me immediately.

R. ADDITIONAL TERMS

- R.1. “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.
- R.2. 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.
- R.3. Ownership: Ownership of all data, computer code, material, and documentation originated and prepared for OHSU pursuant to this proposal will belong exclusively to OHSU.
- R.4. 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.
- R.5. 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.
- R.6. 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.
- R.7. 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.
- R.8. 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.
- R.9. Confidential or Trade Secret Information
- R.9.1. 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:
- R.9.1.1. Which is not patented;
- R.9.1.2. Known only to a limited number of individuals within a commercial concern who have made efforts to maintain the secrecy of the information;

R.9.1.3. Which derives actual or potential economic value from not being disclosed to other persons; and

R.9.1.4. 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.

R.9.2. 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.

R.9.3. 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.

R.9.4. 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.

R.10. 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.

R.11. 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.

R.12. 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.

R.13. 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.

R.14. 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.

R.15. Registered with Oregon: The successful Respondent must be registered to do business in the State of Oregon.

R.16. 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.

R.17. 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.

R.18. Term of Contract: The contract resulting from this proposal will be for a term as indicated on page 1 of this RFP or, if negotiated with the awarded provider, 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.

R.19. Protests of Contract Award

R.19.1. Any person who has submitted a proposal may protest the award of contract(s). The following process for protesting the award must be followed:

R.19.1.1. 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.

R.19.1.2. 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.

R.19.1.3. 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.

R.19.1.4. 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.

R.19.2. Public Information: All protests are public information and any person may request copies.

R.20. Proposal Bond: The Respondent will not be required to provide a Proposal Bond.

R.21. Performance Bond: The Respondent will not be required to provide a performance bond.

R.22. 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

Provider's Reference Worksheet

Using the format indicated below, please provide a list of at least five (5) references. Please include a different sheet for each reference.

Organization Name: _____

City: _____ State: _____

Primary Contact: _____ Phone: _____

Job Title: _____ Email: _____

Total Amount of Professional Fees: _____ Length of Engagement: _____

Provide a brief summary of the products and services provided, length of engagement, and any special provisions or recognitions, as applicable. Describe the similarities between this project and your proposed value to OHSU.

APPENDIX III

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: _____

Attachment 1
OREGON HEALTH & SCIENCE UNIVERSITY
STANDARD PURCHASING TERMS AND CONDITIONS

1. **DEFINITIONS:**

- 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.
- “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.

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. **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).

12. **FORCE MAJEURE:** Subject to paragraph 4 concerning risk of loss, neither party to this contract shall be held responsible for

Attachment 1

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.

13. **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.
14. **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.
15. **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.
16. **CONFIDENTIALITY:** Contractor acknowledges that OHSU is a public corporation and is subject to the Oregon Public Records Law. OHSU agrees that it will keep confidential all 'confidential information' of Contractor, subject to disclosure required under the Oregon Public Records Law. Pricing or the terms of this Agreement given to an officer, employee, agent, consultant, or contractor of OHSU or its affiliate entities within the scope of employment, duties, or contract shall not be subject to the restrictions in this provision.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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 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.
22. **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:
 - Title VI of the Civil Rights Act of 1964;
 - Section V of the Rehabilitation Act of 1973;
 - 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
 - all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
23. **PAYMENTS REQUIRED:** For all goods provided under this contract, Contractor shall:
 - pay promptly, as due, all persons supplying labor or material;
 - not permit any lien or claim to be filed or prosecuted against OHSU; and
 - pay to the Department of Revenue all sums required to be withheld from employees pursuant to ORS 316.167.
24. **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.
 - EO 13201 <http://www.dol.gov/esa/regs/compliance/ofccp/13201ofp.htm>
 - EO 11246 <http://www.dol.gov/compliance/guide/discrim.htm>

Attachment 1

25. **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.
26. **INSURANCE:**
- 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:
 - Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - Automobile Liability insurance with a minimum limit of not less than \$1,000,000 combined single limit, including coverage for owned, hired or non-owned vehicles, as applicable.
 - 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.
 - 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 copies shall be provided to OHSU. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
 - 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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **DIVERSITY:** Contractor acknowledges that OHSU represents that (i) OHSU is committed to diversity within OHSU and within our community, (ii) OHSU is committed to developing business relationships that encourage affirmative action and the participation of emerging small businesses and businesses owned by women and minorities, and (iii) OHSU encourages and supports the development of minority business enterprises, women business enterprises, and emerging small businesses that meet high quality standards by offering business opportunities available through OHSU contracts. Upon request, Contractor shall provide information to OHSU about Contractor's diversity related efforts and programs and shall maintain similar or improved diversity related efforts and programs for the term of this contract.
32. **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.
33. **HIPAA / BUSINESS ASSOCIATE REQUIREMENTS:** If Contractor's performance under this Agreement involves or requires

Attachment 1

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 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.

Attachment 1

- (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.