

## REQUEST FOR QUOTES (RFQ) #2024-03

Issue Date: February 21, 2024

Project Name:	NIST Compliance Implementation		
Optional Virtual Walkthrough	March 4, 2024 at 1:00 PM Pacific Time <i>Please reach out to <a href="mailto:Michele.Vitali@oit.edu">Michele.Vitali@oit.edu</a> prior to 5:00 PM Pacific Time on March 1, 2024 to confirm attendance and obtain TEAMS link.</i>		
Quote Due Date/Time:	March 8, 2024, 1:00 PM Pacific Time		
Project Coordinator:	Craig Campbell	Phone:	503-821-1329
		Email:	<a href="mailto:Craig.Campbell@oit.edu">Craig.Campbell@oit.edu</a>
Contract Coordinator:	Vivian Chen	Phone:	503-821-1266
		Email:	<a href="mailto:Vivian.Chen@oit.edu">Vivian.Chen@oit.edu</a>

**SUBMIT QUOTES VIA EMAIL TO [PURCHASING@OIT.EDU](mailto:PURCHASING@OIT.EDU)**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE  
"RFQ #2024-03" IN THE SUBJECT LINE**

### 1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this Request for Quotes ("RFQ"). All quotes, including any price quotations, are binding upon quoter for sixty (60) calendar days from the Quote Due Date. All payments for services will be paid in accordance with Oregon Revised Statutes (ORS) 293.462. Quotes received after the Quote Due Date/Time indicated above will not be considered, unless it is in the best interest of the university to do so. If authorized in this RFQ, resulting contract, travel, and other expenses will only be reimbursed in accordance with the Oregon Institute of Technology ("Oregon Tech") Contractor's Travel Reimbursement Policy in effect at the time the expense is incurred.

It will be the responsibility of the quoter to refer daily to the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response(s) to clarifying questions, cancellations, or other information pertaining to this RFQ.

### 2. SCOPE

The Oregon Manufacturing Innovation Center Research and Development (OMIC), hosted by Oregon Tech, is currently seeking proposals for the implementation of the NIST 800-171 Framework.

The two main objectives of this RFQ are to enhance OMIC's overall cybersecurity posture and to satisfy the secure handling of Controlled Unclassified Information (CUI) as a requirement of future contracts with the Department of Defense (DoD) or similar entities.

OMIC's Information Technology is managed by a Fractional Chief Information Officer (CIO) and a local Managed Service Provider (MSP). The OMIC campus contains two (2) physical buildings that house over fifteen (15) employees and technology/network hardware. Data is stored in a combination of cloud-based environments supported by Oregon Tech and local on-site servers maintained by the MSP.

Accordingly, the scope of work shall entail working with OMIC's Fractional CIO and Managed Service Provider (MSP) to:

- A. Conduct a comprehensive cybersecurity risk assessment based on the NIST Framework;
- B. Help determine tasks/projects to be completed by Fractional CIO/MSP post assessment;
- C. Develop policies, procedures, and controls in accordance with NIST guidelines (implementation will be handled by Fractional CIO and MSP);
- D. Provide training sessions for team members on NIST Framework best practices;
- E. Assist in the finding and coordination with a third-party for evaluation after the initial implementation; and
- F. Regularly assess and update OMIC's cybersecurity measures to ensure ongoing compliance.

### **3. QUOTE**

Quotes should be short and concise with the following information:

- A. Overview of the quoter's experience with NIST Framework implementations;
- B. Detailed breakdown of costs associated with the following:
  - a. The initial cybersecurity risk assessment;
  - b. Advice and oversight of the implementation of the NIST framework and controls;
  - c. Ongoing meetings with OMIC's Fractional CIO on a monthly basis to review necessary updates/additions to remain in compliance for a period of one year upon the conclusion of initial implementation, with optional second year renewal;
- C. Proposed project timeline with key milestones;
- D. References from previous clients with similar project scopes; and
- E. Any additional value-added services or insights that the quoter can bring to the project.

### **4. EVALUATION**

Quotes will be evaluated based on subjective factors, including but not limited to the following: company experience, proposed costs, timeline to complete the project, and references.

**OREGON INSTITUTE OF TECHNOLOGY  
CERTIFICATION  
RFQ #2024-03**

Each quoter responding to this Request for Quotes (“RFQ”) must read, complete, and submit a copy of this Oregon Institute of Technology Certification (“Certification”) with their quote. Failure to do so may result in rejection of quote. By signature on this Certification, the undersigned certifies that they are authorized to act on behalf of the quoter and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned’s knowledge, the entity is not in violation of any Oregon Tax Laws. For purposes of this Certification, “Oregon Tax Laws” means a state tax imposed by the Oregon Revised Statutes (ORS) 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject entity to backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

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

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned further agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms, and conditions of the RFQ (including any and all attachments);
2. Are an authorized representative of the quoter;
3. That the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the quote or contract termination; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and quote.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ OR CCB #(if applicable): \_\_\_\_\_

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and provide certification #)

☐ Minority: \_\_\_\_\_ ☐ Women: \_\_\_\_\_ ☐ ESB: \_\_\_\_\_

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

☐ Minority: \_\_\_\_\_ ☐ Women: \_\_\_\_\_ ☐ ESB: \_\_\_\_\_

## OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Tech Policy and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused, and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Oregon Tech serve to change the RFQ in any way. No other directions received by the quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE OREGON PUBLIC UNIVERSITIES BUSINESS AND BID OPPORTUNITIES WEBSITE (<https://www2.wou.edu/nora/orpu.bid.home>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN, AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Oregon Tech in the specifications are for the purpose of describing and establishing the standard of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Oregon Tech reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **F.O.B. DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or Oregon Institute of Technology Professional Services Contract, attached and incorporated herein as **Exhibit A**, may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the quoter has read, fully understands, and agrees to be fully bound by and comply with all quote specifications, and the Oregon Institute of Technology Professional Services Contract, attached as **Exhibit A**, (including

insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.

- 10. QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
- 11. QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Oregon Tech prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.
- 12. QUOTE SUBMISSION:** Quotes must be submitted to Oregon Tech Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via the method indicated. No oral, fax, or telephone quotes will be accepted. Submissions or emails containing Quotes should contain the RFQ number and RFQ title. Electronic quotes may not exceed **25 MB** in file size. This limit cannot be increased, and files of larger size will not be accepted.

#### **QUOTE EVALUATION AND AWARD**

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Oregon Tech generally will not completely review or analyze quotes, which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Oregon Tech generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Oregon Tech that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than thirty (30) days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Oregon Tech reserves the right to investigate references and or the past performance of any quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Oregon Tech may postpone the award or execution of the contract after the announcement of the apparent successful quoter in order to complete its investigation. Oregon Tech reserves the right to reject any quote or to reject all quotes at any time prior to Oregon Tech's execution of a contract if it is determined to be in the best interest of Oregon Tech to do so.
- 6. METHOD OF AWARD:** Oregon Tech reserves the right to make the award by item, groups of items, or entire quote, whichever is in the best interest of Oregon Tech.
- 7. QUOTE REJECTION:** Oregon Tech reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by appointment.

**Exhibit A**

**Oregon Institute of Technology Professional Services Contract**

[Please see attached.]