



**Oregon State**  
University

**REQUEST FOR PROPOSAL  
No. JK193701P**

**Accounts Payable, Payroll &  
Global Treasury Management Services**

**PROPOSAL DUE DATE AND TIME**

March 30, 2018 (2:00 PM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.  
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

**ELECTRONIC SUBMITTAL ADDRESS**

[bids@oregonstate.edu](mailto:bids@oregonstate.edu)

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... March 16, 2018
- Deadline for Requests for Clarification or Change..... March 23, 2018 (11:00 am, PT)
- Proposal Due Date and Time..... March 30, 2015 (2:00 pm, PT)

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

### 1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

### 1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU" or "University") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

### 1.04 ADMINISTRATIVE CONTACT

Name: Jennifer Koehne  
Title: Procurement Contract Officer  
Telephone: 541-737-7353  
Fax: 541-737-2170  
E-Mail: jennifer.koehne@oregonstate.edu

### 1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OSU Standard 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

## **2.0 INTRODUCTION AND BACKGROUND**

### **2.01 INTRODUCTION**

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for Accounts Payable, Payroll, and Global Treasury Management Services. OSU in the future may want to add additional services, similar in nature as those requested below and reserves the right to add such services to any resulting contract from the RFP process.

### **2.02 BACKGROUND**

The present RFP initiative is a result of OSU's continuing evaluation of the legacy Oregon University System cash management structure still in use at OSU. OSU is requesting proposals for an overall payables solution for (1) Accounts Payable, (2) Payroll, and (3) Global Treasury Management Services. The University is anticipating implementing the chosen solution in phases. Global Treasury Management Services are to be priority. Implementation of Accounts Payable and Payroll are anticipated to be after January 1, 2019 to ensure IT support for system integration of the chosen solution.

The Division of Finance and Administration is responsible for the accounts payable and payroll services at OSU. As a unit within OSU Procurement, Contracts and Materials Management, Accounts Payable serves as a support function to the University's mission of teaching, research and outreach. The primary mission of Accounts Payable is to deliver timely and accurate expenditure of University funds in accordance with University policies and procedures. The Payroll Office is a unit of Business Affairs. Payroll transactions include processing pay compensation to all University employees. The Payroll Office also provides and maintains payroll documents for earnings, taxes and deductions.

The OSU Office of Global Opportunities ("OSU GO") administers, promotes, and advises OSU students, faculty, and staff on opportunities related to the International Degree program, study abroad, international internships and service learning, and education abroad scholarships and fellowships. OSU GO prepares OSU students to graduate from OSU with enhanced global awareness and intercultural skills, which are necessary to excel in a globally competitive job market. OSU GO facilitates over 200 programs in more than 70 countries. OSU also employs staff globally outside of the OSU GO program.

The OSU GO program operates using overseas bank accounts that were established while the University was under the Oregon University System. OSU became an independent government agency per legislation effective July 1, 2014. OSU GO coordinates a global presence of students, faculty, and staff and there are key locations which require local in-country banking services. OSU desires a global treasury solution that consolidates banking relationships, introduces new technology and allows for adequate controls for operations and expansion. While OSU desires a solution that will cover all international programs, the first priority is a solution for our expanding program in Zamora, Spain.

### **2.03 OREGON STATE UNIVERSITY**

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

### 3.0 STATEMENT OF WORK

#### 3.01 SAMPLE CONTRACT

A sample contract containing terms and conditions is included at Exhibit A for reference only, resulting contract(s) from this RFP may include similar language. OSU reserves the right to add additional services in the future of similar scope to the services provided under the RFP, to any resulting contract(s).

#### 3.02 STATEMENT OF WORK

OSU will consider either (1) a proposal for one integrated global solution or (2) a proposal for country specific solutions based on the detail below. All proposals must be firm for at least one hundred and twenty (120) days from the date submissions are due and must state the period for which your rate and fee quotes are firm. Any closing conditions must be set forth in the proposal. **No fees and other costs will be paid by OSU except those directly relating to the actual transaction with the selected Proposer, and only if the transaction is completed.** Any proposal acceptance for credit could be subject to approvals by the University Board of Trustees or Oregon State Treasury.

For your information, OSU's 2017 financial statement and the latest Board report on FY 2017 financial statements may be found at the following links:

Audited Financial Statements June 30, 2017:

<https://emma.msrb.org/ER1116331-ER873229-ER1273925.pdf>

Ten-Year Business Forecast (includes FY2017 Financial Statement Analysis & Financial Metrics)

[http://leadership.oregonstate.edu/sites/leadership.oregonstate.edu/files/trustees/agendas-minutes/tab\\_m\\_ten-year\\_business\\_forecast.pdf](http://leadership.oregonstate.edu/sites/leadership.oregonstate.edu/files/trustees/agendas-minutes/tab_m_ten-year_business_forecast.pdf)

Currently, OSU has a single bank account with the State Treasury for all Accounts Payable and Payroll transactions. The University ERP system is Banner and OSU has recently launched a Jaeger system for eProcurement. All international accounts are established separately with differing signatories and authorized personnel. The objective is to have a single point of contact for OSU while allowing the in-country staff to have support. OSU encourages the bank to provide a proposal that streamlines activity where possible, and having separate international accounts only where legally required, would be preferred. Utilizing a bank's web platform for consolidated access to account activity and statements would reduce manual efforts currently in practice. Access to customer service in English and local languages, along with system access training is required. The ability for the chosen financial institution to assist with international growth is also required.

#### In-Country Account Locations

##### **UNITED STATES – Corvallis, OR (Accounts Payable)**

Annual transaction volumes 500,000,000 USD Currency

Bank Services: Information reporting, ACH, Wire payments, check reconciliation, Foreign Exchange transactions, electronic account statements

Purpose: Accounts Payable transaction – vendors, employees, students

Payment Type	Average # of transactions per month	Average transaction value per month	Timing of peak activity
ACH	7,617	28,525,000	Start of Each Term and June
Check	4,890	12,525,000	Start of Each Term and June
Wire	3	81,000	N/A
Fx Wire	32	11,000	May, June, July, August

**UNITED STATES – Corvallis, OR (Payroll, does not included benefits)**

Annual transaction volumes 500,000,000 USD Currency

Bank Services: Information reporting, ACH, Wire payments, check reconciliation, Foreign Exchange transactions, electronic account statements

Purpose: Salary and taxes

Payment Type	Average # of transactions per month	Average transaction value per month	Timing of peak activity
ACH	10,800	29,000	4 days before last working day of month
Check	1275	900	
Wire	2	2,000	End of first and third week monthly

**UNITED STATES – Corvallis, OR (International Program Activity)**

Annual transaction volumes 1,500,000 USD Currency

Bank Services: Foreign Exchange transactions, Wire payments, balance reporting, electronic account statements

Purpose: Global salary and taxes, funding to International Accounts, and distributions to participating universities

Payment Type	Average # of transactions per quarter	Average transaction value per quarter	Timing of peak activity
Wire	1	24,000	Quarterly payment
Fx Wire	11	205,825	Quarterly payments

**ECUADOR - Quito**

Annual transaction volumes 160,000 USD Currency

Bank Services: Electronic payments, balance reporting, electronic account statements, cash withdrawal, check

Purpose: Sponsor/Host Family payments, student stipend, tuition payments, services/supplies for office

Payment Type	Average # of transactions per month	Average transaction value per month	Timing of peak activity
Cash	4	600	August to May (petty cash payment)
Check	10	5,800	August to May (homestay/housing paid monthly to host families)

**FRANCE – Lyon**

Annual transaction volumes 680,000 EUR Currency

Bank Services: Electronic payments, balance reporting, electronic account statements, cash withdrawal, check

Purpose: Salary, Taxes, Sponsor/Host Family payments, student stipend, tuition payments, services/supplies for office

Payment Type	Average # of transactions per month	Average transaction value per month	Timing of peak activity
Cash	8	485	September to May
EFT - low-value/batch	22	31,555	September to May
Check	13	10,900	September to May

**FRANCE – Poitiers**

Annual transaction volumes 138,000 EUR Currency  
 FY18 enrollment numbers is lower than in previous years and not indicative of average enrollment

Bank Services: Electronic payments, balance reporting, electronic account statements, cash withdrawal, check

Purpose: Taxes, Sponsor/Host Family payments, student stipend, tuition payments, services/supplies for office

Payment Type	Average # of transactions per [month?]	Average transaction value per [month?]	Timing of peak activity
Cash	1	300	July to May
EFT - low-value/batch	1	800	September to May
Check	15	7,200	July to May

**GERMANY - Reutlingen**

Annual transaction volumes 100,000 EUR Currency  
 Current enrollment is slightly larger than prior years resulting in slightly higher numbers

Bank Services: Electronic payments, balance reporting, electronic account statements, cash withdrawal

Purpose: Sponsor/Host Family payments, student stipend, tuition payments, services/supplies for office

Payment Type	Average # of transactions per [month?]	Average transaction value per [month?]	Timing of peak activity
EFT - low-value/batch	8	100,375	August to November, January, March, May to July

**SPAIN - Zamora**

Annual transaction volumes 35,000 EUR Currency

Bank Services: Electronic payments, balance reporting, electronic account statements, cash withdrawal

Purpose: Sponsor/Host Family payments, tuition payments, services/supplies for office

Payment Type	Average # of transactions per [month?]	Average transaction value per [month?]	Timing of peak activity
Cash	35	10,000	June - August

**JAPAN - Tokyo**

Annual transaction volumes 8,045,000 JPY Currency

Bank Services: Electronic payments, balance reporting, electronic account statements, cash withdrawal

Purpose: Host family expenses; dormitory expenses; paying students' national health insurance, transit passes, tuition, etc.; orientation expenses; all of which are billed to students through OSU. Other necessary expenses that must be paid by Resident Director

Payment Type	Average # of transactions per [month?]	Average transaction value per [month?]	Timing of peak activity
Cash	13	576,000	September to May
EFT - low-value/batch	1	1,982,000	September to May
Check	7	4,418,000	September to May

## Diversified International Workforce

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International employees are paid using third party payroll providers in each applicable country who processes all salary and taxes on behalf of the University. Currently, active employees are located in Canada and Norway.

Evaluating the process in CANADA is of particular interest to OSU.

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Annual cash flow                      34,000                      CAD Currency

Locations:                              British Columbia (current), Toronto (recently)

Payments are made by wire twice per month at the end of the first and third week of each month.

OSU is interested to learn if the proposing financial institution has any partnership or long-standing relationship with any global payroll providers that can integrate into a possible solution for the University.

## Foreign Exchange

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Currently OSU utilizes a currency hedging contract with Custom House executed by Oregon State Treasury in 2007. OSU is interested in establishing a currency hedging arrangement with our partner institution to facilitate transactions.

a. Past foreign exchange hedging strategy for OSU GO

In February/March each year, OSU looks at anticipated student enrollments for the coming year and determines our need for the Euro (EUR) and Japanese Yen (JPY) to cover student expenses largely room and board payments and salary needs (in the case of France and Germany). OSU will generally take a conservative view (anticipated enrollments with a 20% attrition rate) and then do a forward contract for 80% of that already conservative anticipated need. This allows OSU to then get a forward contract for the June – May timeframe of the following year in order to lock in OSU's foreign based costs that then allows OSU to charge students the correct amount (exchange rate of the forward plus a small cushion) and provide students with program budgets in April/May ahead of a summer or fall departure.

b. Desired outcome of foreign exchange hedging strategy

Have the rate set so that OSU GO can advertise the actual program costs further in advance – for instance, knowing in Fall 2018 what costs will be for a program in Fall 2019. OSU is currently showing students the current year's costs as they are applying for programs and then providing updated cost information about their ACTUAL program cost in April/May. This is less than optimal and not in line with the timeline on which other program providers give students cost information.

c. Wire transfers are made quarterly for the Ecuador, France, Japan and Germany programs. The funds are wired to the OSU international bank accounts for distribution. A wire is also sent from the US to the partner University in Germany for the resident director payroll.

NOTE: OSU payroll has not used a foreign exchange hedging strategy in the past. Payroll processes approximately twenty (20) transactions at most annually with a maximum annual volume of \$28,000 USD. To date, the only currencies that have been involved are US dollar to Canadian dollar or US dollar to Euros. OSU Accounts Payable does not use a foreign exchange hedging strategy but rather deals in spot transactions to international vendors.

OSU GO has over 170 internship programs where a need exists to send a wired payment for the program. The amount and demand for such payments vary due to interest in specific regions, sites or locations. The currency of the transaction may also either be USD or applicable foreign currency. Wire transfers are made via spot transactions.

## 4.0 PROPOSER QUALIFICATIONS

### 4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- a. Proposers must be a depository qualified by the Oregon Public Funds Collateralization Programs (PFCP). A list of Qualified Depositories can be found at:

<http://www.oregon.gov/treasury/Divisions/Finance/LocalGov/Pages/Qualified-Depositories.aspx>

- b. Proposers who can provide a global solution.
- c. Proposers who have a dedicated higher education division.

### 4.02 PREFERRED QUALIFICATIONS

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

- a. Proposer's who have provided the goods or services requested to other higher education institutions of similar size as OSU.

## 5.0 REQUIRED SUBMITTALS

### 5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

### 5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Required Submittals:	Check Off
Detailed information about how the Proposer meets the qualifications in section 4.	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Supplemental Information	<input type="checkbox"/>

## 6.0 EVALUATION

### 6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:  
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).



b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
  - Informing Proposers of deficiencies in their initial Proposals;
  - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
  - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

**NOTE: OSU is planning on moving to a second stage evaluation that will include but is not limited to a Skype/WebEx meeting the week of April 16, 2018 with the Proposers with whom OSU considers to be within a competitive range after the first stage evaluation.**

## 6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	80
Proposer's qualifications	20
<b>Total</b>	<b>100</b>

## 6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The statement of Work;
- b. The Contract price as it is affected by negotiating the statement of Work; and
- c. Any other terms and conditions as determined by OSU.

## 6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

## 6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

# **7.0 INSTRUCTIONS TO PROPOSERS**

## 7.01 APPLICABLE STATUTES AND RULES

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

## 7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

## 7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or

exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

#### 7.04 REQUESTS FOR CLARIFICATION OR CHANGE

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

#### 7.05 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

#### 7.06 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

#### 7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

#### 7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the

Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

#### 7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

#### 7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

#### 7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

#### 7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

#### 7.13 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

#### 7.14 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

#### 7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

#### 7.16 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

#### 7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon State University Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

#### 7.18 PROPOSAL RESULTS

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

#### 7.19 PROPOSAL PREPARATION COST

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

#### 7.20 PROPOSAL CANCELLATION

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

#### 7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OSU Standard 580-061-0145.

## EXHIBIT A TERMS AND CONDITIONS / SAMPLE CONTRACT

These Standard Terms and Conditions for services shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

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

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
  - i. The Solicitation Document and its Attachments and Addenda, if any; and
  - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of goods or services pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

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

**ACCESS TO RECORDS:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU and the federal government and their respective duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

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

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

- a. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- b. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

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

**COMPLIANCE WITH APPLICABLE LAW:** Contractor shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

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

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

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

**FORCE MAJEURE:** Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

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

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

- a. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

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

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

**INVOICES AND PAYMENT TO CONTRACTOR:** Contractor shall send invoices to OSU for goods and services accepted by OSU to OSU's Department at the address specified in the Purchase Order.

Contractor shall include in each invoice:

- a. The Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

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

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

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

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

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

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

**RECYCLED PRODUCTS:** Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

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

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

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

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

**SEXUAL HARASSMENT:** OSU has policies applicable to Contractors that prohibit sexual harassment and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

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

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

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

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

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

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

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

**EXHIBIT B  
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

**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 OSU Standard 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

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

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

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

- agrees
- disagrees

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit



**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 2**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 3**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**EXHIBIT D  
SUPPLEMENTAL INFORMATION**

In order to evaluate your response, OSU is requesting that you provide the information below. Responses should address each section in the same manner as they are detailed in this exhibit.

**I. Service Provider Background:**

**Safety and Soundness**

1. Provide ratings for the bank and/or bank holding company from two of the following agencies: Standard & Poor's, Moody's, Thomson BankWatch, or LACE Financial. If available, include ratings for long-term deposit.

<u>Rating Agency</u>	<u>Short-term Rating</u>	<u>Long-term Rating</u>	<u>Outlook</u>	<u>Changes 2014-2018</u>
Standard & Poor's				
Moody's				
Thomson BankWatch				
LACE Financial				

2. Identify key measures of your financial strength (e.g., capital ratios, market capitalization, total assets, return on equity, return on assets).
3. Detail guarantees that you extend to the services provided by correspondent banks or other third parties involved in the proposed solution. Attach third-party provider responses to all questions in the Safety and Soundness section.

**Key Personnel**

4. List names, titles, phone and fax numbers and e-mail addresses and briefly discuss the experience, professional credentials, and tenure in current position of the key personnel responsible for the following components of the proposed services:
  - a. Account opening
  - b. Implementation
  - c. System testing and training
  - d. Customer service
  - e. Relationship management
  - f. Cash management [if applicable per potential hedging agreement]
5. Will one primary contact be assigned to the University's relationship with the provider? If so, from which department and what are the primary contact's background and experience?

**Geographical Presence**

6. Describe your presence in *each country* discussed in the RFP, including:
  - a. How long you have been operating in each country
  - b. Number of branches in each country
  - c. Size of staff in each country
7. Provide a geographic chart or table matching all University locations with proposed branch coverage. Indicate those cities where full service branches are located.
8. Describe the responsibilities of your offices in each country or region for delivering the services requested in this RFP.

9. Describe how you will provide required services in areas in which you do not have a direct presence.
10. Will you be the sole provider of the services included in the proposal or will third parties (e.g., correspondent banks, outsourcing firms) be involved in providing these services? If third parties are involved, discuss all services that will be provided by third parties and detail your arrangements with each third party.

### **Competitive Position**

11. What benefits, both qualitative and quantitative, should the University expect from implementing your proposal?
12. Briefly describe and illustrate any suggestions you may have for improving the University's treasury management and/or reducing its transaction costs in the countries and regions discussed in this RFP?
13. List the holidays that you observe in the U.S. and all other countries covered in this RFP.

### **References**

14. Provide names, address and telephone numbers of three references, preferably with banking needs similar to our University, that are currently using each proposed service in each country discussed in this RFP. Select a mix of long-standing and recent customers. USE EXHIBIT C to capture reference detail.

## **II. Account Structure**

1. Describe the bank account structure you recommend to meet the University's objectives in each country and region covered by this RFP, including whether the structure involves branches of the bank and/or correspondent/partner banks.
2. What are the advantages and disadvantages of the recommended bank account structure? Compare it with the University's current bank account structure. Discuss related regulatory, legal, tax and other issues.
3. Describe the types of accounts you offer. Are there any restrictions on the use of particular types of accounts based on the resident/non-resident status of the account owner?
4. Describe the process to modify the existing account structure for both adding or closing accounts?
5. Can the University operate with a single multi-currency account including U.S. dollar transactions? If so, describe the proposed structure.

## **III. Clearing Systems**

1. Can you collect and disburse all types of payments (e.g., checks, ACH/bulk, wire) in all countries included in the RFP? If not, what alternative solutions can you provide?
2. List all clearing systems (e.g., check, ACH/ bulk, wire) of which the bank is a direct member in each country. For each clearing system listed, provide:
  - a. The number of years the bank has been a direct member
  - b. Your ranking in the clearing system based on transaction volume and total value
  - c. Your market share of the clearing system based on transaction volume and total value
3. Have there been any significant changes (positive or negative) in the bank's market share in each clearing system over the last three years? What are the reasons for those changes?
4. Describe how the bank will clear payments through clearing systems of which it is not a direct member, including use of correspondent or other third-party relationships.
5. What role, if any, will banking clubs/associations (e.g., IBOS, Tipanet, Datanet) play in your proposal?

6. Does the bank monitor its performance in meeting the deadlines and requirements of any clearing systems included in this proposal? What benchmarks does the bank use? How is your performance measured against these benchmarks?
7. Discuss any unique aspects of the clearing systems in each country covered by this RFP.
8. Discuss any prospective changes in clearing systems that may invalidate your proposal or allow for better alternatives. Are you participating in initiatives to influence these changes?

#### **IV. Incoming Funds Transfer**

1. Describe in detail how the bank handles the processing of electronic funds transfers (EFT) received in all countries covered by the proposal,
2. List your cutoff times for giving same-day value on EFTs (e.g., wire, ACH/bulk) received in all countries included in the proposal.
3. How soon after the bank receives incoming funds (e.g., wire, ACH/bulk), or notification of incoming funds, does the University receive good value in its account?
4. When is settlement on wire transfers and ACH/bulk payments considered final in each country?
5. What is your standard elapsed time for posting funds received to customer accounts? What has been the bank's record in meeting this standard? Until what time can credits be posted to an account?
6. Will you notify the University of funds received into its accounts? If so, discuss:
  - a. How soon after receipt of the funds is the University notified?
  - b. What messages formats are used for electronic notification?
  - c. How is notification communicated to the University?
7. How does the bank handle incoming electronic funds transfers denominated in a currency other than the account currency? How do you determine the exchange rate for these transfers?
8. Describe any local clearinghouse rules that may cause an incoming funds transfer to be converted to a check based on the amount of the transfer or other local criteria.

#### **V. Wire Transfer**

1. Describe in detail the bank's wire transfer system. Provide a step-by-step transaction flow (debit and credit), from receipt of a wire instruction to final execution and statement generation. The description should include:
  - a. The level of automation and any manual processing involved in each step
  - b. The operational controls used to ensure fast but accurate processing
  - c. The turnaround time to release a wire once the bank's wire room is in receipt of instructions
2. Can the bank process international book transfers between accounts on a worldwide basis? Explain any limitations.
3. Can the University make foreign currency payments from an account denominated in a different currency? If so, how are currency rates determined?
4. How does the bank handle beneficiary charges?
5. Describe the conventions relating to the settlement finality of wire transfers in all countries and currencies covered by this RFP.
6. Describe any special wire transfer services offered by the bank that may add value to the bank's proposal.
7. What are the cutoff times for initiating wire transfers to ensure same-day settlement for each country and currency discussed in this RFP? Specify time and time zone.
  - a. If settlement will not occur on the same day, indicate the settlement day (e.g., +1, +2).
  - b. Discuss any differences resulting from the initiation method.
8. In exceptional cases, can the bank handle wire transfers initiated after stated cutoff times? If so, describe:
  - a. The procedure that the University must follow
  - b. The latest cutoff time by currency

- c. The University's contact person at the bank
- d. Additional charges for wire transfers initiated after cutoff times
- 9. What communication methods can the University use to initiate an inquiry regarding a wire transfer discrepancy?
  - a. Does the bank require the customer to submit written inquiries for resolution of wire transfer discrepancies?
  - b. Does the bank offer an online customer inquiry service? If so, describe.
  - c. What is the security protocol regarding use of these methods?
- 10. What is the average turnaround time for responding to wire transfer inquiries? Discuss any differences resulting from the method used to initiate the inquiry.
- 11. How and when is the University notified if either the originating or receiving bank makes an error in processing a wire transfer?
- 12. Discuss the bank's compensation policies for failed wire transfer transactions due to bank error.
- 13. If either the originating or receiving bank makes an error, how are back value adjustments handled:
  - a. Between banks
  - b. On the customer's account statement
- 14. What process is used to trace a wire?
- 15. Is the customer charged for wire transfer investigations? If so, how?

## **VI. ACH/Bulk Transfers**

- 1. What types of payments (e.g., consumer, corporate, debits, credits, currencies, amounts) can be routed through the bank's ACH/bulk payment service? Specify for each country covered by this RFP.
- 2. Does the bank accept both credits and debits on the same file? If so, discuss any additional requirements.
- 3. Can one file be transmitted for all bulk payments through different clearing systems or is a separate file required for each clearing system?
- 4. What are the bank's cutoff times by currency for customer initiation of bulk payments? Specify for each bulk payment system addressed in this RFP.
- 5. Discuss the bank's policy regarding ACH/bulk payments to/from non-resident accounts.
- 6. Describe the recommended file delivery method based on the business case that the University has outlined.
- 7. What file format(s) can the university use to transmit bulk payment instructions to the bank? Where must the bulk payments file be transmitted?
- 8. Describe the procedures used by the bank to verify accurate and secure receipt of transmissions.
- 9. Describe any controls that the bank has in place to protect against lost files and duplicate transmissions.
- 10. Does the bank supply automatic file receipt acknowledgments? If so, how?
- 11. Can the bank modify an ACH/bulk transaction that the University has originated prior to releasing the transaction to the bulk clearing system? If so:
  - a. What modifications can be made?
  - b. What is the deadline for receiving instructions to modify a transaction?
- 12. Describe the bank's process for reversing and deleting files, batches and items.
  - a. What are the deadlines for reversals or deletions?
  - b. What security procedures are used?
  - c. How is the customer notified of completed reversals or deletions?
- 13. Describe how the bank processes bulk return items and how the University would be notified of these returns.

14. Describe the role of any third-party processor used by the bank to provide ACH/bulk payment services.
15. On what day and at what time will the University be required to fund ACH/bulk disbursements?
16. On what day and at what time will outgoing ACH/bulk payments be transmitted to the local clearing system?
17. Describe the bank's process for posting and reporting ACH/bulk disbursements.
  - a. When will ACH/bulk settlements be posted?
  - b. Will items be memo posted?
  - c. When will ACH/bulk settlements be reported to the University?
  - d. When and how often is the settlement information updated?
18. What value dating will be applied to outgoing ACH/bulk payments?
19. Explain the process for payroll withholding payment remittance to various states and jurisdictions.
20. Does the bank offer a debit authorization service to protect the University's accounts from unauthorized ACH debits? If so, describe the options available, including the ability to:
  - a. Block all ACH debits to the University's accounts
  - b. Allow debits only from specified originators
  - c. Allow debits only in specified amounts
  - d. Allow debits only from specified originators and in specified amounts
21. Discuss the bank's procedures for handling debits to the University's accounts that were not authorized by the University.
  - a. How does the bank notify the University of the receipt of unauthorized ACH debits?
  - b. Will the University have the opportunity to review and accept or reject unauthorized debits or will they automatically be returned?

## **VII. Electronic Banking and Information Reporting**

1. Describe the features and capabilities of the electronic banking system you propose for the University's treasury management needs.
2. Describe and provide samples of all current and previous day reports available through the proposed system.
3. Does the system provide real-time information on balances and transactions? What is your definition of real-time (i.e., how current is the information)? Are fees different per the frequency of information updates?
4. If real-time information is not provided through the system, how can the University obtain real-time balance and transaction information through other means (e.g., telephone, fax)?
5. If the system does not provide real-time information, how often and when is same-day information updated?
6. At what time is complete previous day information available through the system?
7. Discuss how balance and transaction information from all partner banks or third parties involved in the proposal is integrated with your system. Is the involvement of these partners transparent to users of the system?
8. Is historical information (internal and multi-bank) available through your system? If so:
  - a. Is historical information stored on your system or on the University's system?
  - b. If stored on your system, how long is historical information retained?
  - c. Can the University control the length of time for which historical information is retained?
  - d. Describe and provide samples of all historical reports.
9. Discuss the methods by which the University can access the electronic banking system.
10. If your system is not Web-enabled, discuss your plans to offer a Web-enabled electronic banking system. Will the Web-enabled product replace your other electronic banking system? If so, when?
11. During what hours is the system accessible (specify time zones)?

12. Are documentation and screen formats available in foreign languages? If so, specify all languages available.
13. Can your system produce a monthly bank account analysis statement showing transaction types and volumes, costs by account, and a total for the entire relationship? If yes, provide a sample.
14. Can data be exported from the proposed electronic banking system? If so, explain.
15. Can balance and transaction information be accessed via touch-tone phone?
16. Will paper-based information reports be provided to the University? If so, provide sample reports and indicate the frequency and timing of report distribution by country.
17. Can the reports be customized? If so, discuss types of customization and additional costs associated with customization.
18. What is the frequency and availability of account statements for each account maintained at your bank? Does the University have a choice on statement frequency? Please explain for each location referenced in the RFP.

## **VIII. Foreign Exchange**

### **Trading**

1. Describe your foreign exchange (FX) trading and advisory services, including:
  - a. Currencies supported
  - b. Products offered
  - c. Back office operations
  - d. Location of service centers
  - e. Hours of availability
  - f. Order processing (e.g., limit, stop loss, stop profit)
  - g. Order execution (e.g., limit, stop loss, stop profit)
2. Provide a sample of the foreign exchange agreement that must be signed prior to dealing.
3. Will trading service be provided by a corporate advisor/marketer or a position trader?
4. Do you offer an online trading system? If yes, describe the system's capabilities and discuss the following:
  - a. Are there restrictions on the size or types of transactions that can be executed online?
  - b. Is the system available through bank-provided software?
  - c. Is the system available via the Internet?
5. Do you offer electronic deal confirmation? If not, discuss methods used to confirm trades.
6. Do you offer any other FX services that may enhance your proposal? If so, detail.
7. Discuss your concerns, if any, regarding the University's practice for foreign exchange transactions.

### **Exposure Limits**

8. Discuss proposed exposure limits on spot and non-spot transactions for the University.
9. Will the University's limit on spot transactions be a daily limit or an aggregate limit on outstanding transactions?
10. Discuss how exposure limits are calculated for Forwards

### **Foreign Exchange Pricing (< \$1 million)**

11. Do you have a pre-determined pricing model for small, spot foreign exchange transactions? If so, provide the pricing model and briefly explain how this pricing model is determined.
12. If you do not have a pre-determined pricing model for small, spot foreign exchange transactions, can a pricing model be negotiated?

13. Explain your expected bid-ask spread on spot transactions under \$1 million.
14. Is there a minimum amount that you expect to earn from transactions of this size? If so, specify.

## **IX. Security**

1. Describe the procedures used for establishing a security administrator/ master user for each proposed system.
  - a. Can the University set up dual security administrators for each system?
  - b. What functions does the security administrator perform?
2. Explain the process for establishing authorized users for each proposed system:
  - a. Does the provider or the University assign passwords?
  - b. Can passwords be assigned an expiration date? If so, is the date assigned by you or by the University?
  - c. Is it possible to restrict users to certain functions, transaction types, or transaction sizes?
3. How many failed log-on attempts does each system allow before disabling a user?
  - a. Is this number per session or cumulative per user?
  - b. Is your involvement required to reactivate a disabled user?
4. Will each system automatically log off a user after a specified period of inactivity? If so, can the University specify the length of the inactive period prior to auto-logoff? Describe for each system.
5. Is an audit trail report available, showing all activity, by whom, and when, for each proposed system? Provide samples of audit trail and other security reports available for each system.
6. Describe any additional security measures available to the University to minimize the risk of unauthorized transactions in its accounts.
7. Discuss the physical security and software safeguards that you have put in place to control access to funds transfer systems and University account information.
8. Do you use authentication and/or encryption technologies to communicate with customers? If so, explain.
9. What insurance coverage do you carry for acts or omissions of your directors, officers, and other personnel resulting in loss of funds to the University?

## **X. Technical Capabilities**

### **System Requirements**

1. List all proposed systems that are Web-enabled. For proposed systems that are not Web-enabled, discuss your plans, if any, to develop a Web-enabled version and the timeline for introduction.
2. Discuss the hardware and software requirements to operate each proposed system. Describe the operating environments (e.g., Windows 98, Windows 2000, Windows NT) in which each system can be installed. Is a LAN and/or WAN version available?
3. How many concurrent users can access each system at any given time?
4. For each system proposed, specify whether it is accessible 24 hours a day, seven days a week. If 24/7 service is not offered, list hours of availability for each system.
5. Do you use Value Added Networks (VANs) to deliver information to customers? If yes, who are the vendors? Describe your relationship with the vendors and additional cost to the University.

### **Technical Support**

6. Is technical support provided separately for each country, or on a regional or global basis? Describe the structure of your technical support organization.



7. During what hours is technical support available (specify time zones)? Discuss any variations based on countries or days of the week.
8. Are technical support personnel multilingual? If so, what languages are spoken at each location relevant to your proposal? Can you help recreate files and reports that may have been corrupted, destroyed, or not accessed? If so, explain.
9. Is documentation for each system available in multiple languages? If yes, which languages are available? Are help screens available in multiple languages?

### **Upgrades and Customization**

10. Explain when each system was developed and specify the version of the system that is being offered.
11. How often are the systems upgraded? Differentiate between minor/version upgrades and major/new version releases. How are upgrades and new releases delivered and installed? Are users obliged to upgrade or can they retain their existing version?
12. What enhancements are planned for the next version of each system? When will the upgrades be released?
13. Is there a cost to the University for version upgrades? Is there a cost to the University for new version releases?
14. Do you offer any treasury systems not included in this proposal? If so, briefly describe each system.
15. Will you customize systems to meet the University's needs? If so, discuss the process. Will customizations done for other customers affect any of the systems in this proposal?

## **XI. Disaster Recovery**

16. Describe the disaster recovery plan for each proposed service. For each service, discuss your plans for:
  - a. Short-term disaster recovery
  - b. Long-term disaster recovery
  - c. Power failures
17. How often are these plans reviewed and tested? When was the last time the plans were tested?
18. Have disaster recovery procedures ever been employed for a real disaster? If so, explain.
19. How and when will customers be notified if any service is impacted by a disaster?
20. What disaster recovery services can you offer to the University if we cannot operate from our own facilities?
21. Discuss your plans to ensure continuity of service in the event of disaster or system failure that affects a partner or third-party provider included in your proposal.
22. What back-up arrangements exist in event of system failures? Where are your backup facilities in each country?

## **XII. Implementation**

1. Describe and provide samples of all agreements and documentation required to implement the proposed services.
2. Provide a detailed description of the implementation process for each of the proposed services. Include a sample implementation schedule.
3. Will an implementation manager and/or implementation team be assigned? Describe the personnel assigned to implement the proposed services, and the length of time that they will be assigned to the project.
4. Will the implementation manager and/or implementation team be available after business hours and on weekends? If so, discuss any special arrangements that the University must make for after-hours/weekend support. [concern regarding possible time zone differences]

5. Discuss the resources and time that the University is expected to commit to the implementation project.
6. How long after the University awards the business will you begin implementation?
7. What is your record during the last two years for completing on-time implementation of services similar in scope to this RFP?
8. Describe how you would implement the proposed services at the University's remote locations.
9. Describe the training you offer to the University's staff on your products and services.
  - a. Is the University allotted a fixed number of hours of training?
  - b. What languages are spoken?
10. Do you offer additional training resources, such as reference books, users manuals, classes, Web sites or training environments for any of the proposed services? If so, describe.
11. Explain the structure of legal fees. Are fees charged to OSU? Will these be capped? Is an external legal firm engaged? If yes, OSU would like to select between no less than two firms with estimated maximum costs provided.

### **XIII. Customer Service and Quality**

#### **Customer Service**

1. Discuss your approach to managing the relationship with the University. Is the relationship managed by a single individual, or is there a different contact for each service and/or country?
2. Discuss the structure of your customer service organization for each service included in the RFP. Is customer service handled locally, regionally, or globally for each service?
3. Provide the name, title, phone number, and e-mail address of the primary customer service contact(s). Discuss the responsibilities of the primary contact(s) and their authority to resolve issues.
4. Describe the issues or problems that the primary contact(s) is not empowered to resolve and the chain of command for resolution of those problems.
5. What back-up arrangements are in place to ensure continuity in resolving outstanding inquiries in the absence of the University's primary contact(s)?
6. What are the hours of operation of each customer service unit involved in supporting the proposed services? Specify time zone.

#### **International In-Country Customer Service**

7. Explain the structure of your local, in-country customer service organization in each country in which the University has local subsidiaries or affiliates.
  - a. Describe the organization, staffing, and responsibilities of the local operation.
  - b. What are the hours of operations (specify time zone)?
  - c. What languages are spoken?
8. Do local representatives have direct access to all systems and services used by the University?
9. Describe the relationship and allocation of responsibilities between U.S.-based customer service personnel and in-country customer service personnel.
10. Describe the customer service offered by third-party providers, if any that will be used by the University's foreign representatives. What are the hours of operations of the third-party providers? What languages are spoken?

#### **Inquiries and Problem Resolution**

11. Discuss all methods (e.g., phone, fax, Internet, e-mail) the University can use to initiate and track inquiries. Describe the security measures associated with each method.
12. Describe your inquiry and problem resolution procedures.

- a. How are problems prioritized?
  - b. Do you have established response times for problem resolution? Specify.
  - c. What is your record on meeting established response times?
  - d. Provide performance statistics that illustrate how you measure response times to inquiries.
  - e. What systems do you use to process, track, and access inquiry messages?
13. Can you provide inquiry and problem resolution support for all countries and third-party/correspondent bank branches included in this proposal? If so, discuss procedures.
  14. To what extent will you communicate with other providers to identify and resolve external problems involving the University's accounts?
  15. Will you compensate the University for the full amount of any penalty or interest expense resulting from your error? If so, discuss the process and any limitations.

### Quality

16. Describe in detail any quality improvement program you have in place. Provide statistics or other regularly available performance data related to the level of service quality and any other data that demonstrates your commitment to quality improvement.
17. Do you monitor the performance of each of the proposed products and services? If so:
  - a. What are the key performance measures tracked?
  - b. What is the reporting frequency and period covered for each measure?
  - c. What are your last three performance levels for each measure?
  - d. Will you commit to performance guarantees? If so, provide details.
18. Do you offer service level agreements? If so, how often do you review the agreement with your customers? Provide a sample service level agreement.
19. Do you measure customer satisfaction? If so, describe your customer satisfaction program.
20. Describe how you ensure quality service from your local bank partners, including:
  - a. The service level measurements used for your local bank partners.
  - b. Your goals for each of these service level measurements.
  - c. The performance of local bank partners against these goals in the last year.
  - d. Guarantees you will offer for service levels from local bank partners.

## **XIV. Compensation**

1. Provide a comprehensive price list in the bank's local currency for all products or services proposed. Categorize each price as one-time, monthly, quarterly, annual charges, or transaction-based charges. Discuss any variation in pricing/fees based on the countries or currencies involved in the transactions or services provided.
2. Will you guarantee pricing for a specific period of time? If so, for how long?
3. How is the University notified of price changes? How many days prior to the change will the University be notified?
4. Describe any future price adjustments that the University can expect if our transaction volumes increase.
5. Describe your billing process and attach a sample itemized bill, for each location covered by this RFP.
6. Can you consolidate billing statements for any or all locations covered by this proposal? If so, provide samples of all relevant statements and discuss:
  - a. Information provided on consolidated billing statement(s)
  - b. Locations that can be consolidated for billing purposes
  - c. How soon after the end of the month the billing statement(s) is available
  - d. Delivery options (e.g., mail, electronic)
  - e. Electronic delivery formats available, if applicable
7. Can the University pay monthly or quarterly?

8. What fee payment options do you offer (e.g. direct debit, ACH)?
9. Can the fees be paid centrally or must they be paid by region or by country?
10. Describe your process for reviewing and resolving disputed charges.
11. Are there any taxes due on your fees (e.g., VAT)?

**XV. Reporting Requirements:** The University posts annual financial information on EMMA (<https://emma.msrb.org/>) and expects the bank to rely upon EMMA as a resource for annual financial information. Please describe any additional reporting requirements and frequency thereof.

**XVI. Conflicts of Interest:** Are there any conflicts of interests that could impact the contemplated transaction, and if so, please describe.

**XVII. Other Conditions or Material Terms:** Please detail any other conditions, material terms, and documentation that would be required of OSU. Please describe or define any terms necessary to understand these conditions. Please provide any additional information that you regard as relevant to your proposal