



**REQUEST FOR PROPOSAL
No. P-2025-017823-JK**

Merchant Credit Card Processing Services

CLOSING

March 14, 2025 (10:00 AM, PT)

SUBMITTAL LOCATION

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

OSU Procurement, Contracts and Materials Management is staffed Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are currently closed to the public.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date..... February 5, 2025
- Deadline for Requests for Clarification or Change..... February 19, 2025 (3:00 pm, PT)
- Closing..... March 14, 2025 (10:00 am, 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: Purchasing Contract Officer
Telephone: 541-737-7353
Fax: 541-737-2160
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. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a request for proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a request for proposal issued by the university.
- g. "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.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in a Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- l. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for Merchant Credit Card Processing Services.

2.02 BACKGROUND

Oregon State University is currently processing credit card transactions utilizing the State of Oregon's merchant processing agreement with its processor, Elavon. This setup requires the State of Oregon to act as an intermediary between OSU and the processor for all matters related to card processing. Through this RFP, OSU seeks to establish a direct relationship and agreement with a merchant processor.

Annually, the University processes over 1.1 million transactions totaling more than \$50 million. In 2024 online transactions accounted for more than 333,000, amounting to over \$26 million. The University currently operates 131 merchant accounts, with 82 MIDs for in-person transactions and 49 for e-commerce.

Merchant accounts and their respective payment acceptance channels are listed in Exhibit D.

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 SCOPE OF WORK / SAMPLE CONTRACT

3.01 SAMPLE CONTRACT

A sample contract containing contractual terms and conditions is included in Exhibit A for reference only. Actual contract is subject to negotiation. OSU anticipates the initial contract term will be for a five (5) year initial term with options to extend for additional years at OSU's discretion.

OSU retains the ability to purchase the awarded goods or services at equal or lower cost through another available price agreement established with the awarded company. For example, if the awarded company has a separate agreement with a cooperative, consortium or buying club, OSU would like the ability to complete its purchase through that agreement rather than establish a new one through this RFP process or retain the option to shift to such a contract in the future if it proves advantageous to OSU to do so.

3.02 SCOPE OF WORK/ SPECIFICATIONS

OSU currently accepts Mastercard, Visa, and Discover for a range of areas and departments. Payments are accepted in-person (card swipe, chip & pin, key-entered, signature, pin debit, and via e-commerce solutions). OSU expects to partner with firms who will provide secure, progressive, and modern solutions. The University is seeking to obtain the best possible rates for processing credit and debit card transactions. Proposers shall demonstrate to OSU's satisfaction that it is of sound financial condition and is adequately bonded and insured if requested.

Responsive Proposers will submit a complete response to all requirements and specifications set forth in this RFP. However, Proposers may expand or offer any additional suggestions or services that their firm feels may benefit OSU in addition to the requirements listed in the RFP. Any additional suggestions or services should be clearly identified as such.

Merchant Card Processing

Wireless or mobile terminals and hardware that are pre-programmed and are “plug-n-play” ready, based on the University’s configurations. To assist in alleviating the cost of transitioning to a new merchant card processor, the University is asking the processor to provide replacement terminals at no cost.

Active Terminal Count	
Terminals	Quantity
PAX A80	17
PAX A920	26
Bluefin IDSK-534833TEB-B1	24
Ingenico IWL250	2
Ingenico IWL252	4
Ingenico Lane 3600	51
Luke II	10
McKayGuardian MultiElite	1
PAX Q20/E700	1
Optiplex Kiosk	1
PAX S500	11
Verifone VX520	1
Total	149
Inactive Terminals in Storage	
PAX A80	2
PAX A920	4
PAX S500	4
BBPOS Wisepad 3S	1
Ingenico Move 5000	1
Total in Storage	12

Payment Gateways

Across the schools/centers, there are 49 areas accepting payments via the internet. Many of those merchants utilize both the front-end application and gateways services of our e-commerce provider, TouchNet. Some merchants connect using Authorize.net, Bluefin, or Cybersource integrated to the TouchNet payment gateway. There are OSU merchants who use other ecommerce web applications and gateways.

See Exhibit D, Appendix A for a complete list of merchant accounts. Note, the majority of OSU MIDS operate under the 8220 MCC code but a small number of healthcare related MIDs will require an MCC that supports health savings, tax saver benefit, and similar transaction types.

Merchant Services

Contractor will provide merchant services that allow University to securely and efficiently accept and process credit and debit card payments for various goods and services. Contractor will provide support, tools and training required to implement services. Contractor will recommend and advise on equipment, hardware, software, and when applicable, or required by processor, will provide said equipment.

The University will require that its merchant card vendor(s) provide services on a pass-through basis (versus bundled pricing) and that all fees paid to card-issuing banks, card associations, and the payment processors be disclosed at the institution level. Additionally, the University requires the ability to use a single sign on approach to access monthly statements for each individual merchant location and a consolidated statement showing charges for all accounts. Some merchants may use multiple MIDs. The processor will be required to facilitate the linking of MIDs for reporting purposes so these merchants can view activity for all linked MIDs using a single login routine/user ID. Merchant processing fees will be invoiced to the University and debited from authorized accounts monthly.

Payment Types

OSU desires to accept credit and debit cards in-person, online, phone, and mobile and digital wallets that are EMV, and P2PE compliant. OSU does not currently accept American Express but is open to hearing more about the benefits.

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. Proposer who has been providing the goods or services requested to similar sized organizations for at least five years.
- b. Proposer must demonstrate financial stability.
- c. Proposer meets all applicable federal, state and local regulations to process payments.

4.02 PREFERRED QUALIFICATIONS

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

- a. Proposer who has been providing the goods or services requested to Higher Education clients of similar size to 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.

Proposers must submit the following information:

Required Submittals: Quality of submittals does impact scoring, a more robust, thorough response may score higher than one with less detail.	Check Off
Description of how the goods or services offered specifically satisfy the Scope of Work in section 3 including the requested detail as outlined under Exhibit D. Include screenshots, narrative or other examples as necessary to demonstrate Proposer's solution.	<input type="checkbox"/>
Detailed information about how the Proposer meets the minimum qualifications in section 4	<input type="checkbox"/>
Detailed information about how the Proposer meets the preferred qualifications in section 4	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>
Exhibit D: Questionnaire	<input type="checkbox"/>
Exhibit E: Financial Proposal	<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 03-010, Sec. 5.17.

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.

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>
Financial Proposal, Exhibit E	35
Responses to Questionnaire, Exhibit D	35
Qualification and Experience	10
Experience working with other colleges and universities of similar size and scope	10
Other proposed value-added services	10
Total	100

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest)
Proposer A is awarded 20 price points (the maximum)

Proposer B's price is \$500
Proposer B is awarded 18 price points ($450/500 \times 20$)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

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 appeals period identified in OSU Standard 03-010, Sec. 5.17 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 03-010, Sec. 5.17.

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 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 192.345(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 Closing; it is the Proposer’s responsibility to ensure that the Proposal is received prior to the Closing 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. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Closing 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. 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 mailed 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 Closing.

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 Closing, 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 Closing, 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 Closing. 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 Closing, 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 Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU’s receipt

of its Proposal prior to the Closing. 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 Closing 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. 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 appeal period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the appeal 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 Closing, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Closing or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.21 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit an appeal within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-010, Sec. 5.17.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

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. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT. Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS. Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

DUAL PAYMENT. Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

HAZARD COMMUNICATION. Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

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, the conduct of work under this contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this Contract:

- a. General Liability insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, which can be met through a combination of primary and excess insurance policies. Said policy shall include, or be endorsed to include, "Oregon State University, its trustees, officers, employees, and agents" as additional insured. Said policy shall also include a waiver of subrogation in favor of Oregon State University, its trustees, officers, employees, and agents.

- b. Automobile Liability insurance (when applicable) with "symbol 1" coverage (owned, hired and non-owned vehicles) with minimum limits of \$1,000,000 combined single limit per occurrence or accident.
- c. Professional Liability insurance (when applicable). Coverage limits shall be a minimum of \$2,000,000 per claim and \$2,000,000 aggregate. If the coverage is written on a claims-made basis, the Contractor/Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or tail coverage will be purchased for a period of two (2) years beginning from the time that work under this contract is completed.
- d. 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. Workers' Compensation coverage shall be maintained at all times in accordance with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

Insurance carried by Contractor shall be primary and non-contributory. Insurance is to be issued by an insurance company authorized to do business in the State of Oregon with an "A.M. Best" rating of not less than A-VII. Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect. Contractor shall furnish OSU with certificates of insurance and any applicable endorsements as required by this Contract, upon request. In the event that the Contractor hires subcontractors to complete the services under this Contract, the Contractor shall require the subcontractors to meet all the same insurance requirements provided in the INSURANCE section.

NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

OVERDUE PAYMENTS. Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

TERMINATIONS. This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (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. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; 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 after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution 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.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

FOREIGN CONTRACTOR. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

FORCE MAJEURE. Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, pandemic, epidemic or other health emergency as declared by the health authority, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

APPROVALS. In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

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.

TRAVEL EXPENSES. Unless otherwise stated in the scope of work, Contractor shall make and pay for their travel arrangements in performance of the Contract. For all contract travel itineraries, Contractor shall obtain pre-approval by OSU prior to execution of travel. Contractor's travel expenses must be reasonable and economical in order to maximize the contract value. Any air transportation to, from, between, or within a country other than the United States must be in accordance with the Fly America Act (49 USC 40118). Travel expenses are included in the sum not-to-exceed amount indicated in this Contract. Unauthorized travel expenses or those not included in the sum not-to-exceed amount will not be reimbursed. Travel expense receipts are

not required with invoices. Travel expenses must be included collectively as a separate line item on invoices. Receipts must be retained by Contractor and available for audit at any time during the term of the contract and for three years from the date of Contract expiration. Contractor's request for reimbursement of expenses must be submitted on an invoice within 90 days after the date the travel has been completed. Expenses submitted after the 90 days will not be reimbursed.

FEDERALLY REQUIRED PROVISIONS

ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

DOMESTIC PREFERENCE. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

REMEDIES FOR CONTRACTOR'S DEFAULT. In the event Contractor is in default (which includes without limitation, incomplete services), 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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, 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 SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Insurance Requirements

Contractor shall secure at its own expense and keep in effect during the term of this Contract the following insurance.

INSURANCE:

- a. **GENERAL LIABILITY INSURANCE.**
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. OSU, its trustees, officers, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this agreement.
- b. **AUTOMOBILE LIABILITY INSURANCE.**
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall be a minimum of \$1,000,000 combined single limit per occurrence.
- c. **EXCESS/UMBRELLA INSURANCE.**
A combination of primary and excess/umbrella liability insurance may be used to meet the required limits of insurance above, as long as the coverage "follows form".
- d. **WORKERS' COMPENSATION.**
The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement 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. Workers' Compensation coverage shall be maintained at all times in accordance with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.
- e. **CYBER LIABILITY OR PRIVACY AND NETWORK LIABILITY INSURANCE.**
The Cyber Liability or Privacy and Network Liability Insurance with minimum limits of \$5,000,000 per claim and \$5,000,000 aggregate. The insurance shall provide coverage for the following risks: 1. Liability arising from theft, dissemination and/or use of confidential or personal information stored or transmitted in electronic form, 2. Network security liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure, 3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related or phone related property and the data, software, and programs thereon. In the event that the cyber liability or privacy and network liability insurance required by this agreement is written on a claims-made basis, Contractor performing such Work under this Contract warrants that any retroactive date under the policy shall precede the effective date of this agreement; and that either continuous coverage will be maintained or an extended discovery period or "tail coverage" will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- f. **PRIMARY COVERAGE.**
Insurance carried by Contractor under this agreement shall be the primary coverage and non-contributory.
- g. **ACCEPTABILITY OF INSURERS.**
Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU.
- h. **CERTIFICATES OF INSURANCE.**
As evidence of the insurance coverages required by this agreement, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to OSU, upon request. Endorsements shall accompany the certificate(s) and will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- i. **NOTICE OF CANCELLATION OR CHANGE.**
Each insurance policy required by the insurance provisions of this agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

**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. 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 III. 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: _____

REFERENCE 2

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

REFERENCE 3

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

**EXHIBIT D
QUESTIONNAIRE**

Proposers must provide the following details and may use their own form to do so. Proposer, however, should clearly mark each section of their sheets to match the detail below and as Exhibit D.

A. Qualifications & Experience

Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and number of employees.

1. For how long has the firm been providing the proposed services?
2. Describe the experience of the firm in providing similar services for higher education entities. Provide three higher education references.
3. Include an **electronic copy** of the most recent audited annual financial statements. In the absence of audited financial statements, please provide evidence of the firm’s financial stability.
4. Provide the firm’s annual revenue for each of the last three fiscal years.
5. Provide details of any mergers, sales, or acquisitions undertaken by the firm during the preceding seven years.
6. Discuss what major changes does your firm see occurring in merchant services in the next five years? What are your firm’s plans to help your customers move to new technologies? What approach is your firm taking in the development of new services?
7. The University will not agree to any exclusivity clause in any resulting agreement. Please confirm your understanding and willingness to allow another firm to process a select number of transactions and that any exclusivity language in your standard contract will be struck from the executed agreement.

B. Key Proposed Personnel

1. Fill in the following table for all key personnel that will work with the University on a regular basis. Add columns if necessary.

Information Requested	
Name	
Proposed Role	
Location	
# of Years of Experience Working with other Higher Education Entities	
# of Years in Industry	
# of Years with Firm	
# of Client Relationships Supported	

2. Provide an organizational chart that includes all key personnel.
3. Describe the planned meeting frequency between the University and the project team during implementation. Include a typical meeting agenda for these meetings.
4. Describe how the firm will engage with the University to review service and overall satisfaction on an ongoing basis.
5. Does the firm host or sponsor focus groups, on-site training, user groups, etc.? If so, describe the frequency and topics of discussion.
6. Describe your proposed approach for handling day-to-day operational issues encountered by the University.
7. Will a specific customer service representative or a customer service department be assigned?
8. What are the support hours?
9. What is your guaranteed response time?
10. Who do we contact after normal business hours for assistance?
11. Identify the technical resources, including but not limited to programming experts, available to work on site development, set-up, file transfer, testing, and troubleshooting/issue resolution.
12. What is the typical length of time from the time of the Award to switching terminals and payment applications? Describe the process.

C. Implementation, Equipment, Training, PCI Compliance, Support

1. What is the typical length of time from the time of the Award to switching terminals and payment applications? Describe the process.
2. Discuss any training that you would offer to the University. Describe if training is conducted as “train the trainer”, or if direct training to merchant location staff is offered. 20 Describe in detail the types of training that you offer. For example, do you provide training for: fraud management or awareness programs, PCI compliance, the authorization/settlement process, or online systems and reporting?
3. Individual department terminal requirements may vary; however, all departments will require “turnkey” terminal installation, training, and support services. It is critical that there be no interruption in processing credit cards. Describe the merchant implementation process in detail, outlining the conversion plan, the steps in the process of bringing a merchant into production, and the normal timeframe for implementation.
4. Terminals
 - a. Are the University’s existing merchant card terminals (see table below) compatible with your processor or are new terminals required?

Model #	Yes / No
PAX A80	
PAX A920	
PAX S500	
PAX Q20/E700	
INGENICO LANE/3000	
INGENICO LANE/3600	
INGENICO MOVE/5000	
INGENICO IPP350	
INGENICO IWL250	
INGENICO IWL252	
McKayGuardian Multi Elite (parking meters)	
Optiplex Kiosk	
Bluefin IDSK-534833TEB-B1	
Luke II	
Verifone VX520	
BBPOS WisePad 3S	

- b. If the University needs replacement or additional terminals, what terminals would the firm recommend? In your response, identify which terminals are PCI-validated P2PE terminals.
 - i. What is the cost of the recommended terminals?
 - ii. Is the firm willing to provide initial replacement terminals at no cost to support a transition? If so, how many?
 - iii. Is the firm willing to also supply ink and paper at no cost or reduced price to support a transition?
- c. What standard warranty is associated with any equipment purchased?
- d. What is the anticipated lifespan of the recommended terminals?
- e. Are any of the recommended terminals approaching end of life support?
- f. Does the firm anticipate any major changes in hardware in the next three years with P2PE that would make the existing or new equipment obsolete? If so, what changes would affect the University and how should it plan for those changes on hardware issues?

- g. Will the merchant card terminals be installed pre-programmed or will the University have to manually program each terminal?
- h. Will the firm automatically send updates to the terminals when updates are available?
- i. If there are issues related to terminals (i.e. installation of new software), who should the University call? What is the average wait time for a response? If the wait time is excessive, can the University call the relationship manager for expedited assistance?
- i. What wired and wireless acceptance (i.e. equipment compatible with mobile devices) options are available?
 - i. If this wireless option is used for multiple events, how can amounts be segregated for each event (i.e. is there a log in feature, if so can multiple accounts be set up)?
 - ii. What is the cost for these devices?
 - iii. Are the proposed wireless options P2PE and fully PCI-compliant?
- j. Describe the controls available to prohibit the usage of university owned merchant terminals internationally.
- k. Describe the firm's capabilities of accepting new payment methods, such as Apple Pay, Google Wallet, crypto, Paze, etc.? What hardware or software changes would be required?
- l. Does the firm provide terminals directly to OSU or would the University be directed to a third-party provider?
- m. If the firm uses a third party, who is responsible for encrypting the terminals?

5. Front-End Applications and Gateways

- a. Please denote if the following front-end applications and gateways are supported by your firm.

Front End Application	Current Gateway	Currently Supported by Processor (Yes / No)	Direct Certification with Front End Application (Yes / No)
Paciolan/Cybersource	Authorize.net		
Passport Labs, INC aka. Passport Parking	Authorize.net		
Aims (EDC Corporation)	Bluefin		
JSA technologies DBA Atrium Campus	Cybersource		
Stryder aka Handshake	TouchNet		
Audience View aka	TouchNet		

University Tickets			
Nexus	TouchNet		
Technolutions aka Slate	TouchNet		
Sunapsis	TouchNet		
Instructure aka Canvas	TouchNet		
Ideal-Logic	TouchNet		
Salesforce	TouchNet		
Trace First	TouchNet		
IE3 Global aka Terra Dotta	TouchNet		
Bubble Up	TouchNet		
IM Leagues aka Innosoft Fusion	TouchNet		

b. Please denote if the following gateways are supported by your firm.

Current Gateway	Currently Supported by Processor (Yes / No)
Authorize.net	
PayPay PayFloPro	
TSYS	
CyberSource	
Authorize.net	
Bluefin	
Windcave	
Freedom Pay	

6. Convenience Fees/Surcharges

- a. Describe the options available to the University for charging convenience fees/surcharges on transactions. (non-tuition)
- b. Can fees be assessed as a percentage of the transaction?

7. MIDs and Onboarding Expectations

- a. After the initial implementation, describe the process for setting up new MIDs.
- b. What is the typical time required to set up new MIDs?

- c. Do you provide a standard onboarding/set up form that needs completed?
8. What is the process and expected timeline for closing a MID? Is it different if terminal based or online?
9. Authorization. What authorization methods does the firm support, and which are recommended for the University? List and describe alternatives. List any processor specific hardware needed to support each option.
10. Debit Card Processing
 - a. Describe the firm's debit card processing capabilities. What networks are used? What differences, if any, in workflow occur from credit cards?
 - b. Describe the firm's PIN and PINLESS debit card processing capabilities and requirements.
 - c. Describe the firm's Signature debit card processing capabilities.
 - d. Are debit card transactions routed automatically to the lowest cost network? Describe.
11. PCI Compliance
 - a. Is your organization, including all subcontractors and third-party processors, in compliance with all applicable PCI DSS requirements?
 - b. Has the processor been certified as being in compliance with PCI DSS requirements by a third-party assessor?
 - c. Do you require a SAQ for each merchant ID or a single SAQ for the entire University?
 - d. What is your role in supporting merchant PCI compliance and how do you help a merchant like the University maintain its compliance?
 - e. What is your process for Third-Party Service Provider registration and associated fees?
12. Describe the process and features of your program to assist merchants in becoming and remaining PCI compliant.
 - a. What is the fee?
 - b. Is this charge based on terminals, merchant ID, or other method?
 - c. Is this a mandatory charge?
 - d. Does the provider require the use of a specific SAQ portal for reporting compliance?
13. What type of data security solutions (tokenization, end-to-end encryption, point-to-point encryption) do you offer? Describe the solution in detail.
 - a. Provide complete pricing details for the security options, including all fixed and transaction costs.
14. P2PE
 - a. Do you support P2PE technology?
 - b. If not, what steps will be taken to incorporate P2PE technology?

- c. What steps (i.e. terminal upgrades, software, services) would you recommend for the University to establish a processing environment that is fully point-to-point encrypted?

15. Interchange Qualification

- a. What process do you use to ensure that the transactions qualify for the lowest interchange category?
- b. Do you provide any review of account activity to help identify opportunities to improve qualification rates?
- c. Do you offer any reports that would alert the University of abnormal activity that has resulted in transactions being downgraded and processed at higher interchange rates? When would the University receive these alerts (i.e. real-time, after month-end, after quarter-end, or after a relationship review)?

16. Settlement

- a. Describe the settlement process workflow for all parties explaining any differences by card type.
- b. Can settlement details be passed via the addendum record associated with ACH-CCD transactions?
- c. Which reports do your clients find useful in reconciling transactions with the POS terminals? Provide samples of these reports.
- d. Describe the firm's reporting functionality as it pertains merchants and institutional level reporting; including:
 - i. Reporting capabilities for all transactions including but not limited to settlement, fees, card brand breakdown, and chargebacks.
 - ii. How multiple Terminal IDs within a merchant number are reported;
 - iii. Flexibility for merchants to customize reports;
 - iv. Ability for merchants to "roll-up" specific groups to report independently of other groups;
 - v. Ability to run reports on historical information (e.g. sales, refunds, chargebacks, etc.) including the specific timeframes available (e.g. prior reporting periods);
 - vi. Location and format of historical data;
 - vii. Reporting methods / availability;
 - viii. Lead time to retrieve historical reports; and
 - ix. Timeframe that historical data is stored and available for reporting needs.
- e. How does your processing system identify potential duplicate transactions?
- f. What are the procedures to refund a payment when the card is not present?
- g. What is the maximum length of time after a transaction that the merchant can issue a refund?

- h. What is your policy on unmatched refunds? How far back does your system look for the initial sales transaction?
- i. Provide the schedule for funding sale proceeds to the University's bank account.
- j. When deposits are made into the University's cash management bank, can settlement amounts be grouped by:
 - i. Batch?
 - ii. Merchant identification number?
- k. What information appears in the ACH addendum information to facilitate reconciliation (i.e. batch number, MID, etc.)?
- l. Are Saturday/Sunday/Monday batches deposited separately, or will they appear as a single lump deposit?
- m. Can daily activity processed on merchant card terminals be automatically closed and batched on a nightly basis? If so, can the University set the time for daily batching?

17. Payment of Fees by the University

- a. Please confirm that interchange fees will be deducted at the end of the monthly cycle. If not, when will fees be deducted from the bank account?
- b. Please confirm that the processor's fees will be deducted at the end of the monthly cycle. If not, when will fees be deducted from the bank account?
- c. Are you able to send a daily or monthly file with settlement amounts that were deposited to the bank account?
- d. Is the bidder able to provide a monthly 'fee file' to the university defining fees assessed by MID?

18. Chargebacks

- a. Define the chargeback cycle.
 - i. What percentage of chargebacks are handled without merchant involvement?
 - ii. Does the firm have a standard rule-based logic to facilitate dispute resolution processing?
- b. Can the University provide documentation in response to chargebacks online?
- c. Can email alerts be set up when a chargeback occurs?
- d. What response times and process do the firm require for responding to chargebacks? How do these time frames compare to the card association rules?
- e. Are chargebacks and debit adjustments netted from daily proceeds or are they debited separately? OSU prefers that chargebacks are netted from the respective merchant daily settlement.
- f. Will the University receive credit of merchant fees for chargebacks? When are they credited?

19. Reporting Functionality

- a. Describe the firm's online reporting functionality at the institutional level for MIDS, card transactions, and chargebacks.
- b. Describe how multiple MID's are reported, and the flexibility afforded the merchant for customizing the reports.
- c. Can merchants be assigned to a campus/division for reporting purposes?
- d. Describe all reports available and list any software that is required to receive, download, or view reports.
- e. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. What formats are available for download (excel, csv, pdf)?
- f. Describe the daily and/or monthly reconciliation reports available to the merchant and provide sample reports. The following categories need to be defined:
 - i. standard reports (transaction reports, funding reports, etc.)
 - ii. special reporting capabilities
 - iii. level of detail available
 - iv. retrieval capabilities
 - v. imaging capabilities
 - vi. reporting frequency
- g. Describe the reporting available that details transaction information available by terminal or merchant identification number?
- h. How much transaction history is available in the firm's online reporting platform?
- i. Do reports include AMEX and Discover transactions? If no, describe how these can be obtained by the University.
- j. Describe the daily and/or monthly reconciliation reports available.
- k. Can summary reports by school / center be created?
- l. Describe available custom reporting by institution, merchant, or campus group.
- m. Can custom reports be created on the fly by OSU users in your reporting system?
- n. Will the reports show details about all fees paid to card-issuing firms, card associations, and the payment processors? Provide sample reports.
- o. How many University employees will the firm permit to access the online reporting system with a unique log on identification? Is there a charge for additional users?
- p. Can a single user access multiple MIDs with only one login?

20. Fees

- a. Credit Card and Signature Debit Card
 - i. What transaction fee does the firm assess?
 - ii. What fee (in basis points) will the firm assess on the dollar amount of total transactions?
- b. PIN and PINless Debit Card
 - i. What transaction fee does the firm assess?
 - ii. What fee (in basis points) will the firm assess on the dollar amount of total transactions?
- c. Does the fee vary based on channel accepted? If so, note the difference.
- d. Card Brand Fees
 - i. Provide a detailed list of the card brand fees you pass on to the merchant, including both the name of the charge and amount.
 - ii. Do you mark up any of these fees?
- e. Are there additional fees to process online transactions other than the same per transaction cost that is charged to stand alone POS transactions?
- f. How much does the firm charge per transaction to utilize Address Verification Services (AVS)?
- g. What is the cost of supplies, such as signage and terminal paper? Will you provide certain supplies to the University at no cost?
- h. Describe how and when the University will be notified of price adjustments.
- i. Complete the table provided in Exhibit E detailing monthly merchant card processing fees.

Appendix A: Merchant Listing

Department Name	Merchant Name	Payment Channel	Gateway/ Software	Processor	Front End Application (if applicable)
Athletics	OSU ATHLETIC OFFICE WEBSITE	Web	authorize.net	Tsys	Paciolan / Cybersource
TRANSPORTATION	OSU TRANS. SERV.	Web	Authorize.net	Tsys	Passport Labs, Inc. DBA Passport Parking
TRANSPORTATION	OSU TRANS. SERV.	Web	Bluefin	Tsys	AIMS (EDC Corporation)
ID Center	OSU MYCARD WEB DEPOSITS	Web	Cybersource	Tsys	JSA Technologies DBA Atrium Campus
CAREER_SERVICES	OSU CAREER SERVICES	Web	TouchNet	Tsys	Stryder (Handshake)
Extension	OSU EXTENSION SERVICE	Web	TouchNet	Tsys	n/a
STUDENT_LEAD	OSU STUDENT LEADERSHIP	Web	TouchNet	Tsys	AudienceView (University Tickets); Ideal-Logic
Engineering	OSU COLLEGE OF ENGINEERING	Web	TouchNet	Tsys	Nexus
OSU-C PARKING	OSU C PARKING SERVICES	Web	TouchNet	Tsys	Passport Labs, Inc. DBA Passport Parking
Admissions	OSU UNDERGRADUATE ADMISSIONS	Web	TouchNet	Tsys	Technolutions (Slate)
RECEIVABLES	OSU ONLINE PAYMENTS	Web	TouchNet	Tsys	n/a
VetMed	OSU COLLEGE VET MED	Web	TouchNet	Tsys	Acquia; Technolutions; Drupal - Internal (AOC not required)
INTL_SERVICES	OSU INTL SERVICES	Web	TouchNet	Tsys	Sunapsis
EDUCATION	OSU COL OF EDUCATION	Web	TouchNet	Tsys	Instructure (Canvas)
FORESTRY	OSU FORESTRY OUTREACH	Web	TouchNet	Tsys	Ideal-Logic
Liberal Arts	OSU CONTEMPLATIVE ST	Web	TouchNet	Tsys	n/a
Extension	OSU CONTINUING EDUCATION	Web	TouchNet	Tsys	Ideal-Logic
Extension	OSU EXTENSION	Web	TouchNet	Tsys	Ideal-Logic; Salesforce
Extension	OSU EXTENSION 4 H	Web	TouchNet	Tsys	Ideal-Logic
OSU_GO	OSU IE3 GLOBAL	Web	TouchNet	Tsys	IE3 Global; Terra Dotta

PRECOLLEGE	OSU PRECOLLEGE PROGRAM	Web	TouchNet	Tsys	Ideal-Logic
VetMed	OSU VET DIAGNOSTIC LAB	Web	TouchNet	Tsys	Trace First
RESEARCH OFFICE	OSU RESEARCH OFFICE	Web	TouchNet	Tsys	n/a
Ag Science	OSU SEED LAB	Web	TouchNet	Tsys	n/a
Ag Science	OSU SEED CERT	Web	TouchNet	Tsys	n/a
STAFF_FITNESS	OSU FACULTY STAFF FIT	Web	TouchNet	Tsys	Ideal-Logic
Provost	OSU PORTLAND CENTER	Web	TouchNet	Tsys	n/a
Cascades	OSU-CASCADES ONLINE	Web	TouchNet	Tsys	Technolutions (Slate)
Admissions	OSU INTL ADMISSIONS	Web	TouchNet	Tsys	Bubble Up
Admissions	OSU GRADUATE SCHOOL	Web	TouchNet	Tsys	Salesforce
Admissions	OSU GRADUATE SCHOOL	Web	TouchNet	Tsys	Technolutions (Slate)
PHARMACY	OSU COLLEGE PHARMACY	Web	TouchNet	Tsys	Instructure (Canvas); Acquia; Technolutions;
Ag Science	OSU MARINE AND COASTAL	Web	TouchNet	Tsys	n/a
UHDS	OSU HOUSING & DINING	Web	TouchNet	Tsys	n/a
CTR_OUTDOOR_REC	OSU CORE	Web	TouchNet	Tsys	n/a
Performing Arts	CLA AND RESER CENTER REGISTRAT	Web	TouchNet	Tsys	External: Ideal-Logic, LLC
Engineering	OSU CIVIL CONSTR ENGR	Web	TouchNet	Tsys	Ideal-Logic
Team Oregon	OSU TEAM OREGON WEB	Web	TouchNet	Tsys	Motorcycle Training Institute Inc/Management Systems Inc.
Athletics	OSU Athletic Camps	Web	TouchNet	Tsys	Ideal-Logic
Rec Sports	OSU ALI REC SPORTS	Web	TouchNet	Tsys	Ideal-Logic
Rec Sports	OSU REC SPORTS WEB	Web	TouchNet	Tsys	IM Leagues, InnoSoft Fusion,
Rec Sports	OSU SPORT PROGRAMS	Web	TouchNet	Tsys	IM Leagues, InnoSoft Fusion, Ideal-Logic
BUSINESS	OSU COLLEGE OF BUSINESS	Web	TouchNet	Tsys	Stryder (Handshake); Instructure (Canvas)
CEOAS	OSU OREGON SEA GRANT	Web	TouchNet	Tsys	Ideal-Logic
KIDSPIRIT	OSU KIDSPIRIT	Web	TouchNet	Tsys	Ideal-Logic

PHHS	OSU PHHS EXT PROGRAMS	Web	TouchNet	Tsys	Ideal-Logic
Ag Science	OSU COLLEGE OF AGRICULTURAL SCIENCES	Web	TouchNet	Tsys	n/a
CONF_SERVICES	OSU CONFERENCE SERVICES	Web	TouchNet	Tsys	Ideal-Logic
OSU-C PARKING	OSU C PARKING	POS	CreditCall Ltd.	Elavon	n/a
TRANSPORTATION	OSU TRANS. SERV.	POS	Authorize.net	Elavon	n/a
Ag Science	OSU CLARK MEAT CENTER	POS	Bluefin	Elavon	n/a
STUDENT_RECV	OSU PERKINS LOANS	MOTO	Bluefin	Elavon	n/a
STUDENT_RECV	OSU TUITION AND FEES	MOTO	Bluefin	Heartland Payment Systems, LLC/Elavon	n/a
Athletics	OSU ATHLETIC PARKING	POS	Worldline ROAM	Tsys	n/a
VetMed	OSU COLLEGE VET MED SA CLINIC	POS	Freedom Pay	Elavon	n/a
SURPLUS	OSU SURPLUS PROPERTY	POS	Bluefin	Elavon	n/a
Cascades	OSU CASCADES GEAR	POS	Bluefin	Elavon	n/a
CATERING	OSU UNIVERSITY CATERING	POS	Bluefin	Elavon	n/a
FORESTRY	OSU COLLEGE OF FORESTRY	POS	Bluefin	Elavon	n/a
MU	OSU BASEMENT	POS	Bluefin	Elavon	n/a
MU	OSU MU GUEST SERVICES	POS	Bluefin	Elavon	n/a
Extension	OSU EXT BENTON CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT CLACKAMAS CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT COLUMBIA CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT DESCHUTES	POS	Bluefin	Elavon	n/a
Extension	OSU EXT DOUGLAS CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT HOOD RIVER	POS	Bluefin	Elavon	n/a
Extension	OSU EXT JACKSON CO	POS	Bluefin	Elavon	n/a

Extension	OSU EXT JEFFERSON	POS	Bluefin	Elavon	n/a
Extension	OSU EXT JOSEPHINE	POS	Bluefin	Elavon	n/a
Extension	OSU EXT KLAMATH CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT LANE CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT LINN CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT MORROW CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT POLK CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT UMATILLA CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT UNION CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT WASHINGT CO	POS	Bluefin	Elavon	n/a
Extension	OSU EXT YAMHILL CO	POS	Bluefin	Elavon	n/a
Extension	OSU MARION COUNTY EXT	POS	Bluefin	Elavon	n/a
VetMed	OSU VET MED DIAGNOSTIC LAB	POS	Bluefin	Elavon	n/a
LIBRARY_P RESS	OSU MEDIALIBRARYP RESS	POS	Bluefin	Elavon	n/a
STAFF_FIT NESS	OSU FACULTY STAFF FIT	POS	Bluefin	Elavon	n/a
SNOPLANK S	SNOPLANKS	POS	Bluefin	Elavon	
Cascades	OSU C BUSINESS OFFICE	POS	Bluefin	Elavon	n/a
Athletics	OSU ATHLETIC TICKET OFFICE	POS	Cybersou rce	authorize.n et	n/a
Athletics	OSU ATHLTC DEPT 03004	POS	Cybersou rce	authorize.n et	n/a
Ag Science	OSU FOOD INNOVATION CENTER	POS	Bluefin	Elavon	n/a
ID Center	OSU UNIVERSITY ID CENTER	POS	Windcave /Lane 3000 card device; Transact Sequoia POS registers	Elavon	n/a
DINING	DIXON CAFE	POS	Windcave	Elavon	n/a

DINING	OSU AVA'S CAFÉ	POS	Windcave	Elavon	n/a
DINING	OSU BINGS CAFE	POS	Windcave	Elavon	n/a
DINING	OSU BISTRO ARNOLD CENTER	POS	Windcave	Elavon	n/a
DINING	OSU BITES	POS	Windcave	Elavon	n/a
DINING	OSU BOARDWALK MCNARY CENTRAL	POS	Windcave	Elavon	n/a
DINING	OSU CALABALOOS MCNARY CENTRAL	POS	Windcave	Elavon	n/a
DINING	OSU CASCADIA CAFÉ	POS	Windcave	Elavon	n/a
DINING	OSU CASCADIA MARKET	POS	Windcave	Elavon	n/a
DINING	OSU COFFEE CORRAL	POS	Windcave	Elavon	n/a
DINING	OSU COOPERS CREEK BBQ	POS	Windcave	Elavon	n/a
DINING	OSU DELI MARKETPLACE WEST	POS	Windcave	Elavon	n/a
DINING	OSU E CAFE AT KELLY	POS	Windcave	Elavon	n/a
DINING	OSU EGBBS MARKETPLACE WEST	POS	Windcave	Elavon	n/a
DINING	OSU FIVE FOUR ONE	POS	Windcave	Elavon	n/a
DINING	OSU JAVA II	POS	Windcave	Elavon	n/a
DINING	OSU JAVA STOP	POS	Windcave	Elavon	n/a
DINING	OSU MAIN SQUEEZE MCNARY CENTRAL	POS	Windcave	Elavon	n/a
DINING	OSU NORTH PORCH CAFÉ	POS	Windcave	Elavon	n/a
DINING	OSU OFF THE QUAD	POS	Windcave	Elavon	n/a
DINING	OSU RAINTREE COFFEE CO	POS	Windcave	Elavon	n/a
DINING	OSU RING OF FIRE MARKETPLACE WES	POS	Windcave	Elavon	n/a
DINING	OSU SERRANO GRILL	POS	Windcave	Elavon	n/a
DINING	OSU THE DAM	POS	Windcave	Elavon	n/a

DINING	OSU TOMASSITOS PIZZA MWEST	POS	Windcave	Elavon	n/a
DINING	OSU TRADER BINGS	POS	Windcave	Elavon	n/a
DINING	OSU WEST SIDE GRILL	POS	Windcave	Elavon	n/a
DINING	ROCKET BURGER	POS	Windcave	Elavon	n/a
Performing Arts	OSU PERFORMING ARTS	POS	Bluefin	Elavon	n/a
VetMed	OSU VET MED LA CLINIC	POS	Freedom Pay	Elavon	n/a
STUDENT_HEALTH	OSU STUDENT HEALTH SRV	POS	Bluefin	Elavon	n/a
Ag Science	OSU FOOD PRODUCTS	POS	Bluefin	Elavon	n/a
Team Oregon	OSU TEAM OREGON	MOTO	Bluefin	Elavon	n/a
Rec Sports	OSU ALI REC SPORTS	POS	Bluefin	Elavon	n/a
Rec Sports	OSU DEPT OF RECREATION CENTER	POS	Freedom Pay	Elavon	n/a
KIDSPIRIT	OSU KIDSPIRIT	POS	Bluefin	Elavon	n/a
PRINT_MAIL	OSU PRINTING AND MAILING	POS	Bluefin	Elavon	n/a
CONF_SERVICES_P2PE	OSU CONFERENCE SERVICES	POS	Bluefin	Elavon	n/a
OSU-C-DINE	OSU-C DINE-CAFÉ	POS	Windcave	Elavon	n/a
OSU-C-DINE	OSU-C DINE-SERVERY	POS	Windcave	Elavon	n/a
TRANSPORTATION	OSU TRANS. SERV.	POS	Bluefin	Elavon	n/a

**EXHIBIT E
FINANCIAL PROPOSAL**

Proposers are to use the Excel document attached, titled Exhibit E, Financial Proposal to satisfy this requirement.