



**REQUEST FOR PROPOSAL
No. P-2025-018918-JK**

Tuition and eCommerce Services

CLOSING

June 16, 2025 (11:00 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..... May, 20, 2025
- Deadline for Requests for Clarification or Change..... June 2, 2025 (3:00 pm, PT)
- Closing..... June 16, 2025 (11:00 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 Tuition Services including Campus Cashiering, and E-Commerce Services. Proposers are invited to bid on each individually or on both in a comprehensive response.

2.02 BACKGROUND

Tuition: OSU accepts more than 119,000 tuition payments annually for over \$290 million. OSU utilizes the services of a third-party service provider for tuition payment solutions including bill presentment and payment acceptance. Students, parents, authorized payers, and sponsors paying for tuition and related fees can pay online via ACH and credit card. Online credit card payments are accepted by applying a shared convenience fee model whereby OSU and the payer each pay a portion of the convenience fee. Approximately 63% of tuition payments are made via ACH and 35% by credit card.

Cashiering: OSU Student Account Services and dozens of OSU departments receive payments on a daily or routine basis and record the revenue in a cashiering system. The third-party provided cashiering solution allows both deposit logging and helps facilitate accurate and timeline accounting activity. The solution also offers Student Cashiering services allowing in-person payments to be processed efficiently, while reducing or eliminating manual updates to the student's account.

E-Commerce: There are 144 different merchants at OSU receiving and processing payments online, in-person or over the phone. Of those, approximately 45 departments accept payments via e-Commerce solutions. At OSU e-Commerce refers to electronic payment processing primarily related to card transactions received over the Internet. OSU utilizes a third party service provider for ecommerce (aka shopping cart and payment page) functionality. The third party service provides the departments with the ability to offer a customizable shopping cart website connected to secure and compliant payment processing functionality. The service provider also provides direct payment page integration with other vendor front end solutions. Some departments using e-Commerce include Extension Services, International Admissions, College of Veterinarian Medicine, Recreational Sports, Parking Services, and Conference Services to name a few. See chart for additional details about OSU's e-Commerce merchants and third parties (section 3.02, page 6).

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. In addition, OSU's preference is to choose one Proposer that can provide service to both portions of the RFP – Tuition Services including Campus Cashiering and E-Commerce services. But if no Proposers can supply both, or if contracting with two (2) Proposers, with each taking one portion of the business, is found to be beneficial to OSU, a split service option may be considered.

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

The following details outline OSU's expectations in a proposed solution(s)

- **Overview of OSU's payment and related needs for Tuition Services solution**
 - OSU is seeking a solution that demonstrates a modern web-based user experience and interface design portal that provides staff, students and authorized users with the ability to intuitively perform the features and functions outlined in the requirements within this RFP.
- **Overview of OSU's need for a Campus Cashiering solution**
 - The Campus Cashiering solution will allow campus departments to record their payment transactions in a web-based application and send them to the business office.
- **Overview of OSU's need for an E-Commerce solution**
 - OSU seeks a secure, web-based solution that allows for business units and University organizations to invoice and sell products and services online.

- **Tuition Payment Volumes**

Most payments on student accounts are made through an online payment portal supported by Student Account Services. The following table shows the transaction account and dollar volume of online payments for each of the past two years.

	ACH Payments		CreditCard Payments	
Year	Transactions	Total Dollar	Transaction Count	Total Dollar
FY 2023	74796	\$193,599,366.87	38544	\$75,523,225.28
FY 2024	76428	\$206,747,485.57	42648	\$83,516,424.59

Volume includes Payment Plans.

Tuition Solution Requirements:

- OSU seeks a web-based Tuition Services and Campus Cashiering solution. The Tuition Solution will provide students, parents, and third parties with the ability to pay for institutional related charges,

including but not limited to, student tuition and related fees. Payment methods accepted should include, but are not limited to all major credit cards, debit cards, and ACH payments. The solution will provide:

- a cloud based electronic payment system that will accept, and support students' incoming domestic and international payments made online or through mobile devices.
- an online self-service system that will maintain and secure constituents' credit cards and ACH (Automatic Clearing House) information efficiently and in real-time integration.
- a single sign on solution [OSU SSO Entra for SSO using SAML] for real time updates to student's accounts.
- ability to support a shared convenience fee model where the fee is shared between the payer and OSU. Currently 1% to student/payer and balance to OSU.
- customizable electronic bills and reminders.
- modern, secure, and where possible emerging electronic payment options, including international options.
- manage, handle, and report on chargebacks and ACH returns.
- modern payment options and processing that is compliant with PCI DSS, Nacha and other applicable rules and regulations.
- 529 Integration (ability for payers to make payments directly from 529 account).
- tuition payment plan options (current student).
- tuition payment plans options (former students, debt resolution or collections).
- refund management.
- top level administrative access privilege to OSU allowing the ability to provision user roles and system access for various permission levels.
- ability for Student Services employees to view and manage accounts.
- dashboard and reporting capabilities.
- detail and summary transaction reports.
- production and test environments.
- integration with Banner SIS (Student), Banner Financial, Banner Financial Aid, and other Banner modules, including the ability to integrate data from multiple Banner data tables into one consolidated view for the user.
- a Cashiering system/module.

Other Requirements:

- Proposer provides established policies and practices that prohibit data mining, protect data and assure customer privacy. Proposer's system must comply with Gramm-Leach Bliley Act and FERPA requirements.
- Proposer provides a test site for the quarterly patch/fix cycles for Banner

Cashiering Solution Requirements

The Campus Cashiering solution will allow campus departments to record their payment transactions in a web-based application and send them to the business office. It will provide OSU employees with the ability to:

- accept Student Tuition payments in person.
- provide modern payment options and processing that is compliant with PCI DSS, Nacha and other applicable rules and regulations.
- create Departmental Receipts (aka Enter Departmental Deposit totals).
- process Interim deposits.

The Cashiering solution needs to:

- Integrate with Banner initially, with an expected change to Workday July 2026.

OSU desires that the Tuition and Campus Cashiering solution is integrated with our student information system Banner Student Financials. Work is currently underway at OSU for a conversion

to Workday. Student Financial will remain in Banner after Workday is in place, but all other University financial functions will operate in Workday. When this change occurs, it is anticipated that OSU will need two separate integration points; one for Student Financials in Banner and one for Campus Cashiering Departmental Receipts for posting to Workday.

E-Commerce Solution Requirements

OSU seeks a secure, web-based solution that allows business units and University organizations to sell products and services online. The solution should provide standardized payment practices but allow flexibility to enable departments to customize criteria based on their unique business needs.

The solution provides and supports a centralized shopping cart/online marketplace via a storefront application. The solution is customizable to allow for multiple e-Commerce stores, and associated merchant accounts, for several departments and organizations within OSU.

The e-Commerce solution should also provide:

- payment gateway capabilities with various, commonly used third-party systems like ticketing systems, recreational sports management systems, and event registration systems.
- modern payment options and processing that is compliant with PCI DSS, Nacha and other applicable rules and regulations.
- solution should also be compliant with FERPA and applicable privacy acts.
- robust and customizable reporting capabilities.
- automated daily individual storefront data files that OSU can use to update the ERP.

Chart: E-Commerce sites using or integrated with a third-party:

Dept name	Internal systems or Third-parties	Brief description of website purpose	Annual Transaction Volume	Annual Dollar Sales	Average Ticket Size
International Admissions	Bubble Up	Collecting application fee for OSU International Admissions	195	\$35,091.00	\$179.95
Oregon Sea Grant	Ideal-Logic	Sea Grant has a wide array of goods and services which are invoiced to external customers.	10,195	\$114,141.07	\$11.20
Intercollegiate Athletics	Ideal-Logic	Athletic camp registrations	2,530	\$830,968.00	\$328.45
Cascades Online (Bend campus)	Technolutions (Slate)	Accepting payments for conference services, co-lab services, event registrations, catering, doctorate of physical therapy, ATD pyments and other invoiced serviced	369	\$346,305.00	\$938.50
Extension 4H	Ideal-Logic	Online sales for extension 4-H courses, enrollments, and supplies for Extension 4-H education and programming	5,386	\$304,319.50	\$56.50
Extension Service	N/A	OSU Extension service sells educational materials using TouchNet payment gateway and our own interface.	642	\$26,020.35	\$40.53
KIDSPIRIT	Ideal-Logic	Youth Programs	1,815	\$386,451.04	\$212.92
PHARMACY	Instructure (Canvas); Acquia; Technolutions; Drupal - Internal (AOC not required)	Providing services, resources, and goods to support our mission and strategic plan of the college of pharmacy. Including ticketed events, continuing ed programs, fees for application process and selling of branded merchandise.	2,956	\$205,730.00	\$69.60
RECEIVABLES - online payments	N/A	Online Payments for registration, events, and temporary response solutions	212	\$67,352.76	\$317.70
University Housing and Dining	N/A	To sell room, board, and linen to our guests for conferences, scholar and intern housing. Also included care packages.	14,666	\$457,449.04	\$31.19
College of VetMed	Acquia; Technolutions; Drupal - Internal (AOC not required)	Charges registration fee for participants in summer vet experience. Also accepts payments for online supplemental application fee and advanced tuition deposit for admission.	2,224	\$155,050.00	\$69.72
Ag Science - Seed Lab	N/A	Service lab providing report of analysis for seed testing	142	\$188,198.00	\$1,325.34
Ag Science - Seed Cert	N/A	Seed certification service fees	802	\$542,172.21	\$676.03

Dept name	Internal systems or Third-parties	Brief description of website purpose	Annual Transaction Volume	Annual Dollar Sales	Average Ticket Size
College of Engineering	N/A	E-Commerce storefront and process payments for goods, services, conferences and workshop fees, instructional fees and other services supporting the college's mission.	659	\$49,891.30	\$75.71
College of Ag Science	N/A	eCommerce online payment for Lab analysis, workshops and conferences	3,300	\$224,748.00	\$68.11
CTR_OUTDOOR_REC - OSU CORE	N/A	Selling non-credit courses primarily to businesses	12	\$34,600.00	\$2,883.33
CTR_TEACH LEARNING	N/A	Engaging Pedagogical resources for teaching of learning. Neuromyths & Learning Fallacies (NALF) cards and CTL Instructional Strategies – multiple methods to engage, teach, and assess.	118	\$4,251.25	\$36.03
Liberal Arts - Contempative Studies	N/A	Educational programs and guided practice sessions related to contemplation	474	\$46,054.10	\$97.16
RESEARCH_OFFICE	N/A	Goods and services which are invoiced to external customers. Examples: Fee book charges, Boating and Diving materials, other invoiced payments for goods and services.	256	\$134,745.14	\$526.35
STUDENT_RECV	MOTO, Bluefin, Heartland Payment Systems	Collection of unpaid student tuition and non student unpaid debt as well	unavailable	unavailable	unavailable
CLA AND RESER CENTER REGISTRAT	Ideal-Logic	SAC Academy houses pre-college campus in art and music, workshops in art topics, participation in music ensembles, etc. We process registration fees for these events.	1,823	\$138,612.59	\$76.04
OSU ALI REC SPORTS	Ideal-Logic	Sells adventure leadership classes and gear.	835	\$52,216.24	\$62.53
OSU C PARKING SERVICES	Passport Labs	Online payments for purchase including: parking permits for OSU_Cascades as per the OSU Fee Book.	unavailable	unavailable	unavailable
OSU CAREER SERVICES	Stryder (Handshake)	Receives credit card payments via Touchnet uPay for event registration fees and room and/or equipment fees.	817	\$334,720.00	\$409.69

Dept name	Internal systems or Third-parties	Brief description of website purpose	Annual Transaction Volume	Annual Dollar Sales	Average Ticket Size
OSU CIVIL CONSTR ENGR	Ideal-Logic	Registration fees for engineering workshops, short courses, conferences, and workshop manuals	324	\$39,755.00	\$122.70
OSU COL OF EDUCATION	Infrastructure (Canvas)	Professional development (training) plus assessment and research services	338	\$91,542.00	\$270.83
OSU COLLEGE OF BUSINESS	Stryder, Infrastructure	E-Commerce, storefront for its various units and departments under one merchants account. Designated Ops payments, conference, & workshop registrations	989	\$418,622.17	\$423.28
OSU CONTINUING EDUCATION	Ideal-Logic	Provides educational and training for businesses and professionals throughout the state and beyond. The majority of professional and continuing education students are focused on licensure, recertification, professional development and personal enrichment.	unavailable	unavailable	unavailable
OSU EXTENSION	Ideal-Logic; Salesforce	Online sales for Extension courses and materials for Extension education and programming	7,014	\$763,148.50	\$108.80
OSU FACULTY STAFF FIT	Ideal-Logic	Faculty Staff Fitness classes	2,749	\$205,900.50	\$74.90
OSU FORESTRY OUTREACH	Ideal-Logic	Processing payments for workshops, publications, and technical services	485	\$254,545.77	\$524.84
OSU GRADUATE SCHOOL	Salesforce	Offer online applications for admission into Oregon State University	80	\$5,960.00	\$74.50
OSU IE3 GLOBAL	IE3 Global; Terra Dotta	Application fee and program deposit for study abroad and internship programs.	1,046	\$81,500.00	\$77.92
OSU INTL SERVICES	Sunapsis	OSU Office of International Services fees	195	\$35,091.00	\$179.95
OSU MARINE AND COASTAL			93	\$2,400.50	\$25.81
OSU PHHS EXT PROGRAMS	Ideal-Logic	Workshop and Conference registration as well as Extension Program Items	168	\$11,659.00	\$69.40

Dept name	Internal systems or Third-parties	Brief description of website purpose	Annual Transaction Volume	Annual Dollar Sales	Average Ticket Size
OSU PRECOLLEGE PROGRAM	Ideal-Logic	Offers youth programming in a variety of topics such as Science, Technology, Engineering and Mathematics fields, as well as programming for Talented and Gifted (TAG) students and programs at Hatfield Marine Science Center. Payment is taken for registration fees for these youth camps and programs.	504	\$88,675.10	\$175.94
OSU REC SPORTS WEB	IM Leagues (InnoSoft Fusion)	Sells memberships, fitness passes and locker renewal through the website	7,923	\$270,664.43	\$34.16
OSU SPORT PROGRAMS	IM Leagues (InnoSoft Fusion); Ideal-Logic	Sells memberships and access to the Intramural Sports Program.	7,601	\$564,861.76	\$74.31
OSU STUDENT LEADERSHIP	AudienceView (University Tickets); Ideal-Logic	Event Registration Fees, ticket Sales, Merchandise Sales	4,282	\$119,556.88	\$27.92
OSU TEAM OREGON WEB	Elavon, Motorcycle Training Institute Inc/Management Systems Inc.	On-line registration and payment for motorcycle safety courses.	12,283	\$2,165,860.00	\$176.33
OSU UNDERGRADUATE ADMISSIONS	Technolutions (Slate)	Collects application fees for admission applications submitted and tuition deposits from students who are wishing to confirm their enrollment at OSU.	18,047	\$18,810,431.00	\$1,042.30
OSU VET DIAGNOSTIC LAB	Trace First	Provides diagnostic testing for animals.	522	\$142,831.90	\$273.62
OSU CRAFT CENTER	FreedomPay, Elavon	We sell memberships, workshops, classes and art and craft supplies.	unavailable	unavailable	unavailable
OSU GRADUATE SCHOOL	Technolutions (Slate)	Offer online applications for admission into Oregon State University	unavailable	unavailable	unavailable
OSU CONFERENCE SERVICES	Ideal-Logic	Conference registration, sponsorships and other like type items.	unavailable	unavailable	unavailable
Totals			115,071	\$28,752,092.10	

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.

- Proposer who has been providing the goods or services requested to similar sized organizations for at least five years.
- Proposer must demonstrate financial stability.
- 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.

- Proposer who has been providing the goods or services requested to Higher Education clients of similar size to OSU. Please provide references using Exhibit C.

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	25
Technical Compatibility & Integration	20
Security and Compliance	20
Functional Capabilities and User Experience	20
Implementation and Support	10
Vendor Experience & References (other proposed value-added services)	5
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 x 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.

PCI Requirements

PCI DSS COMPLIANCE: Contractor must maintain compliance with a currently valid version of the Payment Card Industry Data Security Standards (PCI DSS). Contractor is required to annually provide a copy of its Attestation of Compliance (AOC) to OSU. Contractor acknowledges responsibility for the security of cardholder data it interacts with or otherwise potentially affects the security of on behalf of OSU, as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services identified in this Contract, or as required by the PCI DSS, or as required by applicable law. In the event of lapse in its obligations resulting in non-compliance issues, a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the Contractor, Contractor shall immediately notify OSU.

In the event of a breach or intrusion, the Contractor acknowledges that it is directly liable for any and all costs related to breach, intrusion or otherwise unauthorized access to cardholder data entrusted to the Contractor, when Contractor, or Contractor's subcontractors, are deemed to be at fault, or the material cause of the data exposure. Contractor agrees to assume responsibility for informing all affected individuals in accordance with applicable law. Contractor agrees to indemnify, hold harmless, and defend Oregon State University, its officers, board members, employees and agents from and against any claims, damages or other harm related to such breach or loss of cardholder data or sensitive authorization data, including but not limited to the costs of notification, investigation, mitigation, any fines or penalties, card replacement, or brand penalties caused by the actions or inactions of Contractor or that of their subcontractors, agents, representatives, or affiliates, as applicable.

Contractor agrees that notwithstanding anything to the contrary in the Agreement or the Addendum, OSU may terminate the Agreement immediately without penalty upon notice to Contractor in the event Contractor fails to maintain compliance with the PCI DSS, fails to notify OSU of suspected data compromise as stipulated above, or is unwilling or unable to supply the required annual AOC.

**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
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Proposers should 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.

Bursar/Tuition Services Questions

1. User Authentication Requirements:

- a. Describe how students are authenticated by proposed solution.
- b. Does the Proposer's solution support single sign-on?
 - i. Can your product support SAML for authentication?
 - ii. Do you support any other form of external authentication other than SAML?

2. Authorized Users Requirements:

- a. Describe how students are able to grant third-party users (parents, guardians, etc.) access to their account.
- b. Is your authorized user functionality compliant with FERPA?
- c. Can students limit access rights to each authorized user? If so, explain.
- d. Are authorized users given separate passwords or must they use their student's ID and password to access billing and account information?
- e. Can authorized users maintain separate payment methods (credit cards, checking accounts, etc.) from their students?
- f. Can authorized users make payments for more than one student at the same time?
- g. Can multiple authorized users be assigned?
- h. How are students notified if an authorized user makes a payment, enrolls in a payment plan, or makes any changes on the student account?
- i. Is there an electronic record of all communications sent? Describe reporting abilities?

3. Third-Party Billing and Payments, including Sponsor Payments:

- a. Describe options available for Third-Party billing and payments.
- b. Describe options available for accepting, recognizing, and posting Sponsor Payments (if different from Third-Party solution.)
- c. Can University staff create third-party payment accounts?
- d. Describe in detail your third-party electronic billing capabilities.
- e. Describe third-party access and payment applications for multiple students.
- f. Can the proposed solution provide routine sponsor billing, payment, and collections capabilities?
- g. Does the proposed solution offer self-service options for sponsors to see and manage their accounts with student transaction and enrollment schedule details?

4. Account presentment:

- a. Provide the options available for displaying balances.
- b. Is your system mobile friendly?
- c. Can multiple balances be displayed?
- d. Are balances displayed in real-time?
- e. Describe the options available for displaying details transactions (i.e. past term balances, current term, estimated aid, future term)
- f. How much transactional history can the student/payer obtain? OSU prefers 7 years.

- g. Describe the options that exist for displaying anticipated or pending financial aid.
- h. Do you provide guidance that can help students understand how to read their bill?
- i. Provide screen shots of:
 - i. Balance presentment,
 - ii. Copy of the Bill
 - iii. Account transaction detail

5. Electronic Notification Requirements:

- a. Does proposed solution load email addresses from Banner?
- b. If so, does proposed solution also allow for additional email addresses to be managed by the student?
- c. Does proposed solution offer text messaging capabilities? Describe.
- d. What types of automated notifications are provided by proposed solution and to whom?
- e. Can OSU edit automatic notifications to reflect our business policies?
- f. Can students receive automatic notifications on mobile devices?
- g. In addition to automatic messaging, does proposed solution offer the ability to send one-time electronic messages in email and/or text message format?
- h. Does the proposed solution offer Social Networking communication? Describe.
- i. Are there different communications available to students vs authorized payers? Describe.
- j. Does proposed solution have capability to present various compliance agreement forms to users that are required to be signed before accessing the system (i.e. financial obligation agreement)?

6. Real-Time Requirements:

- a. The electronic payment system must update the student's account in real time or near real time. Describe proposed solutions ability to post payment transactions in real time.
- b. Describe the proposed solution's ability to present students and authorized users with the current account balance.
- c. Does the balance include estimated or authorized financial aid?
- d. Describe proposed solutions ability to pull current account activity, or activity posted on the student account since the billing date, in real time.

7. Payment Requirements:

- a. Describe the processes flow or provide a diagram of the transaction data flow from point of payment until posting to the student account in Banner.
- b. Describe the processes followed to manually process and post a payment to a student account?
- c. List all payment options available for face-to-face transactions and web-based transactions.
- d. Can you accept Paze now or are you planning to be able to accept Paze?
- e. Are payments posted in real-time?
- f. Is payment permitted toward real-time balance due even if no ebill is available?
- g. Can payers pay different amount options than the balance due?
- h. Can proposed solution prevent payments in excess of balance due?
- i. Can proposed Solution restrict payment if a student has a hold or has exceeded a specified number of NSF transactions? Is the solution automated?
- j. Does proposed Solution provide users with a payment receipt?
- k. Is the receipt available via email?
- l. Is the payment receipt stored and can both OSU Student Accounts and the payer access it?
- m. OSU does not currently allow line item payments. Does proposed Solution allow for line item payments?
- n. Does proposed Solution allow students to make payments for multiple terms, or only for a single term?
- o. Can payments be restricted based on holds, attributes or other criteria? Indicate all.

- p. Can students use mobile devices to:
 - i. view bill?
 - ii. make payments?
 - iii. view scheduled payments?
 - iv. access account balances and activity?
 - v. create or edit saved payment instructions?
 - vi. retrieve historical payment receipts
- q. Describe the access administrators have to student account information.
- r. Describe the different user access, reporting, and security levels supported by your system.
- s. Will OSU Student Account Services have access to emulate student view (proxy or query access)?
- t. Do you offer a solution that allows OSU to accept and easily post tuition and related payments from international students and payers? If yes, describe.
- u. List all solutions accepting international payments that are currently integrated with your services.
- v. Students and authorized users must be able to store payment profiles. These profiles must also be accessible to payment plans. Confirm proposed Solution has this capability.

8. Payment Plans:

- a. Payment Plans: Do you offer a Payment Plan?
- b. Describe available Payment Plan solution and high-level process.
- c. Can recurring payments be made?
- d. Can payment be scheduled in advance?
- e. Describe the administrative access to payment plan management.
- f. Do the payment plan options update with the balance (does the system recalculate based on activity)?
- g. What time does the recalculation occur?
- h. Does your solution allow for a payment plan enrollment fee to be passed on to the student?

9. Convenience Fees:

- a. Does proposed Solution support a shared (between OSU and payer) convenience fee model? If so, please provide additional information.
- b. If unable to support a shared fee model, per above, describe the available models offered.
- c. Describe the ability to assess flat rate and/or percentage based fees for credit cards and e-checks when accepting from students, parents, or authorized users for tuition payments.
- d. Please describe the process flow for the payer.
- e. Can convenience fees and other related surcharges be viewed in reporting?
- f. Provide screen shots of the what the payers see when making a payment including the convenience fee?
- g. Can we emulate Authorized Users?

Electronic Statements

10. Bill Loading and Presentation Requirements:

- a. Describe the process of transmitting and loading monthly student ebills.
- b. What bill presentation formats are available (e.g. text, PDF, HTML)?
- c. How long are ebills available?
- d. Is there a print option for ebills including a lockbox scan line?
- e. Provide ebill samples.
- f. Can proposed Solutions billing statement presentation be customized to match OSU's mailed statements?
- g. Are on-demand statements available?

h. What options exist for on-demand statements?

11. System Management Requirements:

- a. Does proposed Solution provide reporting that shows which students have not logged in and viewed their billing statement?
- b. Does proposed Solution provide a report that shows a history of how many times a student has logged into your ebill system?
- c. Is there reporting available that shows when a student or authorized user accesses the system?

12. Other:

- a. Does proposed Solutions electronic billing system work with fully integrated payment plan management software and/or electronic refunding solutions.

13. 1098-T Statements:

- a. Can proposed Solution present 1098-T statements?
- b. Provide a listing of formats available for the 1098-T.
- c. Can students opt out of receiving paper 1098-T statements and elect to receive only an electronic statement?
- d. Can students authorize parents or other users to view their 1098-T statements?
- e. If they do so, will the student's Social Security number be viewable by the student but not the authorized user(s)?
- f. Describe how 1098-T data is transmitted to the IRS including corrections.

Implementation of Tuition Solution:

- 14. Describe the project management to be provided by the vendor and quantify how staff and time are to be allocated to the project (Include roles of vendor staff and experience level for each).
- 15. Indicate what project resources will be needed from OSU. Quantify how staff and time are to be allocated to the project.
- 16. Specify your implementation process and timeline for critical functional updates and vulnerability updates? How do third-party integration relationships impact this timeline?
- 17. How are critical issues evaluated for resolution?
- 18. What will future versions of your software provide that the current release does not yet? When are these expected to be released?
- 19. Describe the process for customers to request new system functionality. What is the average turn-around time from request to production functionality?
- 18. Describe the process for fixing flaws/errors discovered in your system.
- 20. How are critical issues evaluated for resolution?
- 21. Describe your test and training environments and your process for migrating patches/updates from test to production.
- 22. Describe the system access required by your support personnel.

23. Describe how service and maintenance will be accomplished on your equipment. Describe the diagnostic systems available for monitoring and troubleshooting.
24. Describe system hardware and software updates, software patching, new release installation, and all other maintenance required to maintain a secure and up to date system.
25. Describe in detail your backup and disaster recovery process and indicate which backup software you recommend/support, include frequency, redundancy, increment options, disruption, failover, rollback, point of recovery, and documentation.

Cashiering System Questions

This section contains Cashiering System questions that may relate to student tuition related payments handled via the system and Departmental Deposits from units across campus.

1. Overview:

- a. Provide a basic overview of proposed Solutions cashiering solution for student A/R payments.
- b. Does proposed Solution include all software and hardware components necessary for payment functions at the cashier's window?
- c. Describe cashiering hardware options.
- d. Are there integrated card processing hardware options that are P2PE compliant?
- e. Do hardware options accept chip/pin credit and debit cards?
- f. Does hardware come chip/pin ready or is this a special request or cost to OSU.
- g. Describe proposed Solution ability to support a multi-site campus environment.
- h. Describe if real-time integration with Banner Student Financials is possible.
- i. Can proposed Solution accept non-student payments, such as corporate, faculty, etc.?
- j. Can the proposed Solution cashiering module integrate with Workday Financials?
- k. Beyond the cashier's accepting credit cards for tuition payments via a terminal in the office, could other departments have a POS terminal that integrates with the Cashiering system so that their settled batches are sent to the bank and also captured in an eCommerce platform and by each unique MID posted to the relevant revenue account, rather than the department having to create a manual deposit slip or filling out a dept deposit online?

3. Tender Type Requirements:

- a. What forms of payment can Proposer's proposed Solution accept (e.g. cash, checks, credit cards, etc.)?
- b. Can proposed Solution accept checks presented in person?
 - i. Through the mail?
 - ii. Over the phone?
- c. Can proposed Solution convert these checks into ACH transactions, and if so, what types (e.g. BOC, POP, ARC, etc.)?
 - i. Is the proposed Solution Nacha compliant?
 - ii. Describe the Nacha related services included with your proposal.
 - iii. Describe the optional Nacha related services available.

4. Transaction Reporting Requirements:

- a. Does proposed Solution cashiering system include a transaction journal that shows all user activity?
- b. How long are journals archived and available for access?

- c. Describe proposed Solutions ability to track financial transactions (monies collected and monies disbursed) for each individual cashier, creating an audit trail to be used by system administrators or supervisors.

5. Payment Receipt Requirements:

- a. Describe proposed Solutions cashiering system's receipt generating functionality.
- b. What information can be included on the receipt?
- c. Does the student's account balance print?
- d. How many receipts can be printed during a single transaction, i.e., can the user request multiple copies of the receipt at printing?
- e. Can receipts be printed to network printers?
- f. Can receipts be emailed to customers?

6. Other Cashiering Requirements:

- a. Does proposed Solution include check-cashing and/or drawer replenishment functionality with the option of requiring supervisor authorization? If so, please describe.
- b. Can cashiers access online Help instructions for cashiering functions such as voiding, check cashing, etc. directly from the cashier interface?
- c. Can cashiers look up a group of students, as well as individual students?

7. Drawer Management Requirements:

- a. Does proposed Solution optionally have integrated "physical" drawers available.
- b. Describe how proposed Solution maintains information about the cashier's drawer, as well as its ability to close and balance the drawer when a cashier logs off.
- c. Supervisor must have drawer override capability. Please describe.

8. Business Day Requirement:

- a. The cashiering system must be able to incorporate the campus's existing business day rules and must post payments to the appropriate business day. Please describe how this is accomplished.
- b. Does proposed Solution support posting payments to the next business day? For example, if the "Business Day" ends at 4 p.m. but the office remains open until 7 p.m., would payments entered after 4 p.m. post to the next business day?

9. User Administration Requirement:

- a. The cashiering system must allow for the ability to assign roles to different staff members, giving each user different roles, responsibilities, and rights to the system.
- b. Describe the user roles available in proposed Solutions cashiering system.
- c. Can these roles be tied to Banner users?

10. Payment Processing Requirements:

- a. The proposed Solution must have the ability to accept multiple tender types for a single transaction. Each tender type must be listed individually on the receipt.
- b. Cashiers must be able to accept payment for multiple target accounts in a single customer session. For example, a cashier should be able to take payment for a student's fall tuition and parking fine in a single customer session. This transaction must be reflected in a single customer receipt.

- c. The proposed Solution must be able to maintain a “bad check flag” for each student. This flag would determine if the cashier should accept checks from a student with a history of passing bad checks. Explain how this is accomplished.

11. Departmental Deposit Requirements:

- a. Can proposed Solution support deposits made by campus departments?
- b. Can proposed Solution deposit status be monitored in a portal?
- c. Can proposed Solution deposits be reviewed, adjusted, deleted through an administrative portal?
- d. Can proposed Solution be processed through the cashiering system?
- e. Can OSU set up deposit templates?
- f. What tender types can be used for departmental deposits?
- g. Can departmental deposits be imported from a batch file?
- h. Can an administrative user enter departmental deposits for multiple campuses/offices with a single user ID? In other words, is the user required to have a separate ID for each campus or office?
- i. Does the proposed Solution have a web departmental deposit component with templates for non-Banner Finance GL postings?
- j. Can approval requirements be configured so that department deposits must be reviewed and approved prior to posting to the financial ERP?

E-Commerce Solution Questions:

- 1. Describe your e-Commerce store features and functions, including but not limited to product pages, shopping cart functionality and available add-ons (i.e. tax, shipping).
- 2. Does your e-Commerce Solution include the ability for OSU to operate multiple store fronts? Please describe.
- 3. Describe the extent to which the proposed Solution can be made to be consistent with OSU existing branding (e.g. logos, colors, font) on both a home page, and on a store-by-store basis.
- 4. Does your solution allow for multiple storefronts to settle to one merchant ID or must storefronts and MIDS be a one-to-one match?
- 5. Does the solution support Online Event Registrations? If yes, describe or provide the event registration system functionality.
- 6. Can non-technical users set up e-Commerce storefronts without extensive vendor support?
- 7. Does the proposed Solution accommodate different tender types and shipping methods on a merchant-by-merchant and/or product-by-product basis?
- 8. Can store manager limit access to online stores to selected users?
- 9. Describe the reporting functionality available and provide a list of downloadable formats.
- 10. Does your system allow reporting at the store, MID, and/or transactional level?
- 11. Does proposed Solution provide integration between its e-Commerce platform, the campus ERP system, and card processing services ?

12. List all payment types you support for e-Commerce?
13. Does the proposed solution allow an 'invoice me' option?
14. Do you support Paze?
15. Do you support the acceptance of digital or mobile wallets?
16. Describe the ACH services offered and whether they are included in the service or if there is additional cost.
17. Are you an ACH Third Party Sender?
18. Does your solution provide a POS payment option for over the counter or face-to-face payments?
Describe how transactional sales data interfaces with the department's e-store.
19. Describe your ability to integrate to our ERP (Banner, and later Workday (2026)) for posting of batches or transactions?
20. Can you provide a daily transmission file of income and expense that can be used by OSU to update its ERP system?

Other Questions:

1. Describe the ability to assess flat rate and/or percentage based fee for credit cards when accepted via the internet from the general public.
2. Can your system support the ability to process recurring payments? List any requirements.

Funds Settlement

1. Describe how and when funds received from Tuition payments will be provided to OSU.
2. Describe how chargebacks are handled?
 - a. For Tuition payments
 - b. For Ecommerce payments
3. Describe how ACH returns are handled?
4. Will the firm invoice OSU for services? If this answer varies if for Tuition or for e-Commerce, please describe.

Payment Security and Compliance Questions

1. Confirm that your firm complies with all applicable electronic payment processing and data security guidelines and regulations including but not limited to FERPA, Nacha, PCI DSS, and GLBA.
2. Describe the services available from your firm that provide assured compliance or assist OSU in being compliant with the following ACH Rules for payments:
 - a. Authentication requirements, including retention

- b. Authorization requirements, including retention
 - c. Web Debit Account Validation Rule
 - d. Fraud Monitoring Rule (Effective for University in June 2026)
3. Describe the ACH services offered by your firm and provide your ACH recommendations for both Tuition Services and e-Commerce.

Integrations

1. Confirm that you can integrate with the following:
- a. Banner Student Financials
 - b. Banner Financials
 - c. Workday Financials (July 2026)

E-Commerce Implementation

- 1. What is your proposed implementation timeline and key milestones?
- 2. How do you ensure a smooth transition with minimal disruption during the e-Commerce implementation process?
- 3. How will you manage risks and potential challenges during implementation?
- 4. Describe the level of technical support provided by the firm during implementation?
- 5. What resources will you dedicate to our project?

E-Commerce Post-Implementation:

- 1. Describe the type of ongoing support and maintenance you will provide.
- 2. What are your service hours?
- 3. Who do we contact after hours?
- 4. What is your standard response time to resolve tickets?
- 5. What is your standard response time for support requests?
- 6. How will upgrades and updates to your solution be communicated?

<p style="text-align: center;">EXHIBIT E FINANCIAL PROPOSAL</p>

Please complete the attached pricing worksheet, titled Exhibit E, Financial Proposal, listing all pricing for services offered.

Provide pricing by system module if possible. If bundled pricing is offered, please define what is included in the bundle.