

REQUEST FOR PROPOSALS (RFP)

Portland State University (PSU) Refund Solution – Student Refund Solution
(RFP No. 13618)

**ATTENTION POTENTIAL
PROPOSERS!!**

IMPORTANT NOTICE

Responsibility of Each Vendor Participating in the Bidding Process

It will be the responsibility of each participating vendor to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's responsibility to notify participating vendors by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows.

Web Link:

<http://www.ous.edu/bapp/bopps/index/pspsu>

All proposal questions and inquiries must be sent by email to contract@pdx.edu. **The subject line of the email must state the following: RFP #13618, Portland State University (PSU) Student Refund Solution – Questions and Inquiries.** Any questions and inquiries that are not so submitted and identified may not be responded to.

RFP Data

Commodity Title:	Portland State University (PSU) Student Refund Solution
Buyer:	State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University (PSU)
Solicitation Officer:	Karen Preston
Phone/Fax:	503-725-5460
Email:	contract@pdx.edu
Date Issued:	March 6, 2009

RFP Proposal Deadline for Receipt by PSU Purchasing & Contracting Office

Day/Date:	April 13, 2009
Time:	3:00 p.m., Pacific Daylight Time (PDT)
Location/Address: (hand deliver proposals here)	PSU Purchasing & Contracting Office 724 Southwest Harrison Street Neuberger Hall, Room 153 Portland, OR 97201
Mailing Address:	Portland State University Purchasing & Contracting Office PO Box 751 – BAO/PUR Portland, OR 97207-0751

Overview:

Portland State University is a center of opportunity for over 27,000 undergraduate and graduate students and more than 4,000 faculty and staff. Located in Portland, Oregon, one of the nation's most livable cities, the University's innovative approach to education combines academic rigor in the classroom with field-based experiences through internships and classroom projects with community partners. The University's 49-acre downtown campus exhibits Portland State's commitment to sustainability with green buildings, while many of the 124 Bachelor's, Master's and Doctoral degrees incorporate sustainability into the curriculum. PSU's motto, "Let Knowledge Serve the City," inspires the teaching and research of an accomplished faculty whose work and students span the globe.

Portland State University is seeking a refund solution for disbursement of excess financial aid, scholarships, and other refunds which is flexible, efficient, and inexpensive. The purpose of this refund solution is to provide each student timely, convenient access to their funds. The proposed solution should include an optional DDA, which is accepted worldwide at financial institutions and at ATM's to obtain cash, and at merchants to make direct purchases.

TABLE OF CONTENTS

Schedule of Events	Page 3
Request for Proposal (RFP) Definitions	Page 4
Background	Page 4
Section 1: Instructions to Proposers	Page 5
Section 2: Scope of Work	Page 27
Section 3: Evaluation Criteria	Page 27
Section 4: Proposer Certification	Page 29
Section 5: PSU Standard Terms & Conditions	Page 30
Section 5: PSU Special Terms & Conditions	Page 36

SCHEDULE OF EVENTS

These dates are for reference only; we may change these dates at our discretion. We will notify you if any schedule dates change. Any changes to schedule dates will be posted on the OUS website: <http://www.ous.edu/about/bo/>.

Issue RFP to potential proposers	March 6, 2009
Pre-proposal conference	March 13, 2009
Deadline for proposer inquiries, request for changes or protest of specifications	March 18, 2009
Deadline for PSU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	March 23, 2009
Proposals due*	April 13, 2009
Oral presentation	Anticipated April 20-22, 2009
Evaluation period, ending	April 27, 2009
Anticipated notice of intent to award(s)	April 27, 2009
Deadline to protest award(s)	Seven (7) calendar days after date of intent to award
Anticipated date of contract(s) execution (no later than)	May 30, 2009

*** Proposals must be received by the PSU Purchasing and Contracting Office no later than 3:00 p.m. PDT (Pacific Daylight Time) on this date.**

REQUEST FOR PROPOSAL (RFP) DEFINITIONS

For the purpose of this RFP the following definitions will apply:

- "University" shall mean this or any University in the Oregon University System (OUS)
- "PSU" shall mean Portland State University
- "DDA" shall mean a FDIC insured demand deposit account.
- "ACH" shall mean Automated Clearing House.
- "SSH" shall mean Secure Shell Host
- "Debit Card" shall refer to a card identifying the student which can be linked to an optional DDA, enabling it to be utilized for ATM based, PIN based, and signature based debit transactions through such widely accepted networks such as VISA, MasterCard, or Discover.
- "PCI" or "PCI DSS" shall mean Payment Card Industry Data Security Standards
- "DES" shall mean Data Encryption Standard
- "SungardHE Banner" or "SGHE" shall mean the University's student and financial information system
- "Co-branded" shall mean both the University and vendor names will be included on refund cards, web-sites, or other locations as determined by the University.
- "ATM" shall mean Automated Teller Machine.
- "FERPA" shall mean Federal Educational Rights and Privacy Act
- "Title IV" shall mean the U.S. Department of Education student financial assistance programs
- "GLB" shall mean the Gramm-Leach-Bliley Act
- "FDIC" shall mean Federal Deposit Insurance Corporation

BACKGROUND

Portland State University invites proposals from qualified vendors to provide a customized refund solution that includes offering an optional transactional FDIC insured Demand Deposit Account (DDA) to every enrolled student.

While it is currently not the intention to incorporate additional non-financial service capabilities in this refund solution, the University is interested in assessing future possibilities for incorporating additional features such as access control systems, vending, laundry, print and photo copy services to any refund solution

Term:

The term of any resulting contracts will be for five (5) years with automatic renewal of three (3) additional two year terms for a total term length not to exceed eleven (11) years, unless terminated earlier as provided within the terms of the resulting agreement. Either party may elect not to exercise its renewal option by providing at least one hundred eighty (180) days prior written notification to the other party of their intention not to renew.

Validity Period of RFP Response:

Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

Current Systems Environment:

All University existing equipment and systems are intended for continued use and integration with any solution proposed by the vendor selected. The current refund disbursement solution is tendered on University systems by swiping an associated card through a card reader or scanning the barcode on the back of the card. Examples of current card integration include, but are not limited to:

1. Library – Barcode on the back of the student ID card is scanned before articles are loaned.
2. Meal Plan – Barcode on the back of the student ID card is scanned to identify student on third party vendor declining balance software.
3. Vendors, ATMS and retail merchants – debit card capability, including PIN based transactions and swipe and sign, ATM, and card number based (card less) transactions via internet or telephone.

The following card track types are currently included on student ID cards:

- ABA tracks 1 & 2
- Student ID track 3
- Barcode (Extended Code 3 of 9 (2:1)) on the back of the student ID card

Cooperative Purchasing:

All Oregon University System (OUS) institutions and other public education agencies or institutions may utilize any contract(s) awarded as a result of this Request for Proposal. The OUS institutions and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the OUS institution and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor's obligation to Portland State University. Portland State University makes no representation or guarantee as to the volume of such additional purchases. It is currently intended that Portland State University will be entering into a contract with the apparent successful respondent to this RFP.

SECTION 1: INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFP are subject to the provisions and requirements of all applicable Oregon Revised Statutes (ORS), Oregon Administrative Rules (OAR), Federal, State and local laws and ordinances as well as applicable policies and procedures of the Oregon State Treasury, the Oregon University System and Portland State University. Vendor must be fully compliant with the provisions of the State of Oregon Identity Theft Protection Act.

1. **Right to Reject:** PSU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by proposers in the preparation of proposals to this RFP, including any meetings and demonstrations that may be required or requested.

3. **Questions or Requests for Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed on the cover page of this RFP. Proposers must note that PSU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline for which to do so have passed. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Requests for Changes, listed in the Schedule of Events.

PSU reserves the right to reject proposals from respondents that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by PSU at its sole discretion.

PSU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP.

Envelopes or emails or faxes containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- RFP Specification (or Contract Provisions) being questioned;
- Request for Change (or Protest);
- RFP Document Number; and,
- Date Submitted.

Instructions for emailed responses are provided previously within this document.

4. **Submittal Location:** Requests for RFP specification or contract provision change, protest or clarification must be submitted to the following email address: contract@pdx.edu or by mail or hand delivery to the solicitation officer identified in this document. Any such requests sent to anyone but this person will not be considered. Such requests may be submitted via facsimile or email, or first class mail, provided the method of transmission provides for a return receipt to sender.
5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. Only documents issued as addenda by the PSU Office of Business Affairs, Purchasing & Contracting Office will serve to change this RFP in any way. No other direction received by the proposer, written or oral serves to change this RFP document.

Proposers are not required to return addenda with their RFP proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment.

Proposers shall submit **ONE (1) ORIGINAL** of all proposal pages and **ten (10) photocopies** of the same pages which shall be transmitted in a manner so that it is received by the PSU Purchasing and Contracting Office by the RFP Proposals Due date to the location listed on the cover page of this RFP. The original proposal shall be marked "ORIGINAL".

Proposals must be submitted in the format outlined in this Request for Proposal in exact order of each item within the RFP. Proposals that do not follow this response format may be rejected as non-responsive by the University.

Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by an authorized representative of the Proposer. The person signing the RFP shall initial alterations or erasures in ink. The original proposal submitted by a proposer must bear an original signature. Failure to submit a proposal bearing an original signature will result in rejection of the proposal. No oral, telegraphic, telephone, e-mail or facsimile proposals will be accepted. Proposals, including pricing, must not be submitted in three ring binders or with any binding that cannot be easily removed. Comb binding or large clips are recommended. It is also recommended that proposals be printed on at least 30% recycled paper. Proposals must not include any tabbing or glossy paper, must be printed two sided, and it is recommended that graphics be kept to a minimum. Only those graphics essential to the proposal should be included. Respondents must also submit an electronic copy of the complete Proposal on one CD in a pdf format, and the Pricing Proposal on a separate CD in a Microsoft Excel format. Each CD should be clearly marked with the respondent's company name and identified as "Proposal" and "Pricing Proposal". Respondents must include a cover sheet that identifies the company name, the company's primary and secondary contact person's name for the proposal, primary and secondary person's email, phone and fax number and company's web address. **PSU, in its sole discretion, may determine that a proposal is non-responsive if the proposal and pricing are not submitted on separate CD's in the required identified format.**

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and time RFP proposals are due. Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal", with the name of the vendor submitting the proposal clearly identified on each page of the pricing proposal. Ten (10) copies of the pricing proposal must be submitted. Pricing information must not be included with the rest of the proposal in any manner whatsoever. **Failure to completely separate pricing from the rest of the proposal may result in rejection of the proposal.**

Proposals and pricing information must be received and time-stamped by the PSU Purchasing & Contracting Office (unless otherwise specified) prior to the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection.

Proposer shall also name its contract administrator, by stating the name, title, e-mail, and phone number of the person who is assigned the responsibility of answering questions and resolving problems for proposer.

7. **Public Records:** This RFP and one copy of each original proposal received in proposal to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a proposal contains any information that is considered a trade secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret or includes confidential or proprietary information under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret, proprietary or confidential and must be open to public inspection. Proposers are requested to mark only specific pages or text in their proposal considered a "trade secret, proprietary or confidential" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential, proprietary or a trade secret will be rejected.

8. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the proposal. Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
9. **Evaluation Criteria:** Any contract resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.
10. **The Evaluation Process:** All proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. This committee will determine the extent to which the proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:
 - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves

the right to reject those proposals that do not meet all requirements.

- b. The selection of “finalist” proposer(s) will be determined by the evaluation committee independently scoring the proposals and then combining the scores and pricing information to determine the overall proposal score.
 - c. Vendors may be invited to make a presentation in support of the proposal. Such presentations will be made to the evaluation committee. If held, PSU's Purchasing Manager, or designee, will contact vendors to schedule the presentations.
 - d. The findings of the evaluation committee will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Purchasing and Contracting Department.
 - e. The PSU Purchasing & Contracting Department will review the recommendation and approve or reject the evaluation committee's selection.
11. **Investigation of References:** PSU reserve the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any proposal or to reject all proposals at any time prior to PSU's execution of a contract in the event proposer's reference checks prove unsatisfactory.
12. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.
13. **Reservation of Rights:** PSU has and reserves the right to refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PSU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer 15 calendar days to respond in writing.
- Following such response, PSU, in its sole discretion may reject the proposal as provided in the referenced administrative rules.
14. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PSU opens all timely-received proposals, PSU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP. PSU may rank the proposals to determine the “finalist” proposers. Finalists will be those highest-ranked responsive proposers after evaluation of the proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. At its sole discretion, PSU may invite finalist proposer(s) to visit PSU in person for a presentation.

PSU reserves the right to select the proposal(s) based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposal(s) do vary significantly, PSU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

After receiving the evaluation summary PSU Purchasing & Contracting Office will name one or more apparent successful proposer(s) and announce its Intent to Award to one or more of these proposer(s). Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of PSU's Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the PSU Purchasing & Contracting Office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the PSU Purchasing & Contracting office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s).

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and:

- a. reject all protests and proceed with final evaluation of the apparent successful proposer(s) and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; OR
- b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer or proposers; OR
- c. reject all proposals and cancel the procurement.

- 15. **Best and Final Offer:** Pursuant to OAR 580-061-0155, PSU reserves the right to select the vendor that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.
- 16. **Negotiation of Final Contract:** PSU has found that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers may desire to include in the final contract certain supplemental terms and conditions from the proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents. Such negotiation may occur at PSU's discretion.
- 17. **Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer(s) to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU.

18. **Proposer Agreements and Supplemental Terms and Conditions:** Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. While PSU will not consider proposers' supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful proposer without incorporating the terms and conditions submitted by the proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive proposer. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. PSU will not consider any terms and conditions that are not submitted with the proposal.
19. **Pre-Proposal Conference:** A Pre-proposal conference has been scheduled. **While not mandatory, attendance at this conference is strongly recommended.** The conference will be held to explain the RFP requirements, walk the campus, and answer general questions. Suggested changes/modifications to the RFP requirements and criteria may be made, although decisions to make any change or modifications will be made at a later date.
20. **Systems Security:** All responses will be required to meet any and all IT Security standards that University in its sole discretion deems necessary. University may contact Proposers for further information and for verification that the proposed product(s) meets or exceeds University requirements. In the event that the proposed product does not meet University requirements, the response may be deemed non-responsive and rejected from further consideration.
21. **Supplemental Technical Information:** Product literature and other supporting materials that further explain or demonstrate vendor's capabilities may also be included as addenda to a submitted proposal.

SECTION 2: SCOPE OF WORK, VENDOR QUALIFICATIONS AND REFERENCES

The following section requests details about the services your company will offer as part of your student refund solution. The University considers potential accountholders to include enrolled students. All pricing and costs submitted in response to this RFP shall be considered valid for a minimum of 180 days.

QUALIFICATION OF VENDOR and MANDATORY RESPONSE REQUIREMENTS

Respond to each of the following qualifications in a comprehensive manner.

Any proposed refund solution must:

- be Title IV and Payment Card Industry Data Security Standards (PCI DSS) compliant;
- accommodate campus point-of-sale declining balance account transactions;
- allow parents or others to electronically send money to accountholders from any FDIC insured checking account;
- have the ability to integrate services with a multi-purpose, campus-wide identification card;
- provide financial access to the optional DDA through the Visa, MasterCard, Discover, or similar network;
- provide automated electronic processes to transmit information into on-campus systems.

Additionally, any proposed solution should preferably have the ability to include library and meal plan services.

Vendors should propose a solution that minimizes costs of services to both students and the University, and also provides mechanisms that enables the University to maximize economic benefits from implementing the vendor solution. The University intends that the proposed refund solution:

- minimize access fees incurred by students;
- allow for easy use and access (including web based and ATM access) by University students;
- increase customer service to students;
- reduce administrative costs;
- streamline business processes;
- bring new, improved technology to the campus;
- eliminate significant costs and handling associated with the disbursement of refunds
- facilitate timely, secure access to refund by students.

The vendor will offer to all students a co-branded University/Vendor refund card and/or a co-branded refund DDA that:

- is linked to the Visa, MasterCard, Discover, or similar network for debit card purchases worldwide;
- provides the DDA free to enrolled students;
- supports a complete range of customized financial solutions for students;
- can be used to access a co-branded University/Vendor website to select a student account refund delivery preference;
- will offer students the opportunity to open a transactional DDA account online without a paper signature requirement.

The proposed refund solution must be capable of:

- interfacing with the University SGHE information system;
- creating a simple and efficient process for the University to outsource the distribution of university refunds to students;
- accepting data submitted as a flat file securely transmitted to the vendor via Secure Shell (SSH) or other encrypted method (DES 128);
- collecting, inputting, and maintaining bank routing and account numbers and other information associated with the optional DDA;
- maintaining refund delivery choices;
- providing electronic disbursements of student refunds to the optional DDA with same-day funds availability;
- handling exceptions, returns or errors in refund delivery;
- providing electronic disbursements of student refunds to any other domestic (USA) financial institution of the student's choosing via ACH within one business day;
- providing electronic disbursements of student refunds by a paper check mailed to the student's address as confirmed by the student within two business days.

As stated above, the proposed refund solution must offer an optional DDA to every enrolled student. However, individual enrollment or registration for the DDA shall not be required. If the student chooses to open a DDA, they must activate/authenticate any card associated with use of the DDA before using it for on or off-campus financial transactions.

The vendor must provide card design, fabrication and issuance, as well as provide operational and promotional support to the University.

The University additionally requires on-site card production and storage capability.

Information Technology Security:

Any proposed refund solution must meet all University and Oregon University System (OUS) Information Technology (IT) Standards. University in its sole discretion will determine if the proposed solution meets all IT standards. **ANY PROPOSED REFUND SOLUTIONS THAT ARE DETERMINED BY PSU, IN ITS SOLE DISCRETION, NOT TO MEET ANY INFORMATION TECHNOLOGY STANDARD MAY BE REJECTED AS NON-RESPONSIVE AND MAY RECEIVE NO FURTHER CONSIDERATION THROUGHOUT THE RFP PROCESS. Visit the following web link for OUS IT security policies:**

http://www.ous.edu/cont-div/cobpp/10.01_issecurityandconfidentiality.php

PSU IT policies are hereby incorporated in Attachment A, PSU Information Security Policy.

Respondent Information Technology (IT) Security Information Requirement:

Respondents are required to submit information about their IT security policies, practices, and procedures, including the number of instances of breach within the past three years. Please include information as to how notification of any incidences of breach was handled. PSU in its sole discretion may determine that respondents IT security policies, practices, procedures, incidences of breach or notification of instances do not meet PSU's requirements. If that determination is made by PSU then proposals will be determined to be non-responsive and will not be considered further for the purpose of this RFP.

Red Flags Rule:

Any refund solution and vendor processes must comply with the “Red Flags Rules” for identity theft protection as issued by the Federal Trade Commission for financial institutions and/or creditors with “covered accounts”. Such compliance to the “Red Flags Rules” shall be no later than the enforcement date, currently set for May 1, 2009. Any refund solution and vendor must comply with the Oregon Identity Theft Protection Act, ORS 646A.600-646A.628.

Financial Solvency:

University will require supporting documentation as to the proposer’s financial solvency. Proposer responses that Portland State University, in its sole discretion, determines are from a company or partnership(s) that are not financially solvent shall be determined non-responsive to this RFP and will not receive further consideration by Portland State University in the RFP process. At the time of response to this RFP please submit credit reports or any other documentation to support a determination of financial solvency.

On Site Card Storage and Production:

Any card associated with the refund solution must include information on the card that makes the card clearly and easily identifiable as a University identification card.

The vendor will mail any initial issuance of refund cards to students, including those required to re-card current students upon adoption of the vendor’s program. Activation/receipt of the card shall not be required to select a refund delivery preference. Selection of a refund preference and the option to open a DDA will be automatically provided as a condition of University enrollment.

Vendor Qualifications:

Proposals will be considered from experienced companies, with a minimum of five years student disbursement experience preferred, who can demonstrate the capacity to respond to the needs stated in this RFP. If the respondent to this request for proposal has 3rd party affiliates, sub-contractors or partners they intend to utilize for any portion of the response submitted then respondent must provide identical information for those 3rd party affiliates, sub-contractors or partner vendors.

1. Please provide details of any business partners you may have, how their products or services integrate with your proposed solution, how long they have been providing these products and services in a production environment, and how these products and services can enhance your offering.
2. Please provide the legal name and address of your company, the names of owners or principals, and include completed W-9 forms, Requests for Taxpayer Identification Number and Tax Certification.
3. List and describe any claims, lawsuits, or pending litigation against your company or any subsidiaries or parent companies.

4. Provide resumes describing the education, work experience and complete contact information for each of the key staff that would be assigned to this project.
5. Please provide your most recent audited annual financial report, the audited annual financial reports of your partners, and any other pertinent financial data available through December 2008.
6. Please describe your ability to represent your company on-site and how these encounters will provide both account service and financial educational and information.

References:

Provide at least five references of current clients, preferably of comparable size and demographics to Portland State University, where your firm offers or has offered student refund solutions which include an optional DDA. For each reference provide the client/entity name, contact information, title of the individual primarily responsible for end use of the services at the institution, and the primary contact name and title of the Information Technology personnel responsible for implementation, integration and maintenance of your product. All contact information must include the contacts phone number, e-mail and mailing address. Please note any references which are currently utilizing SGHE systems.

PSU reserve the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any proposal or to reject all proposals at any time prior to PSU's execution of a contract in the event proposer's reference checks prove unsatisfactory.

PSU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.

Business Continuity Plan

Respondents are required to submit a business continuity plan that would address contingencies for providing service in the event of a natural disaster or other occurrence that would disrupt the normal provision of services to Portland State University.

PRIORITY FEATURES

Student Support:

Provide your plan to address the following:

1. On site University representation and presence.
2. Toll-free telephone customer service support to students with access during normal business hours for Pacific Time (24/7 preferred).
3. Internet based customer service support and product information including interactive FAQ's.

4. Multi-lingual customer support services and information for students who may not speak English as a first language.
5. ADA compliant services for students requesting accommodation for disabilities or special needs including but not limited to services such as TTD and phone relay services, Braille on ATM's, Braille marketing materials, and ADA accessible ATM's.
6. Measuring student customer satisfaction and timely implementation of subsequent changes to your product and services as a result.
7. Resolution of refund payment delivery exceptions, including but not limited to error resolution, lost/stolen checks, incorrect or missing payments, bad address or account information, etc. Please describe your procedures and responsibilities in detail including your problem escalation process.
8. Providing and managing a comprehensive marketing strategy that will educate and promote services of the program. Marketing must be co-branded to the University colors, logos, name, etc and all marketing must be produced and paid for by the vendor and be approved in advance by the University.
9. Implementing a marketing plan and strategy for both new and existing University students. Provide sample-marketing pieces and describe the size and quantity of the materials and how this information will be disseminated.
10. Providing a satisfactory complaint resolution process for students, merchants, and the University. Describe in detail the processes for problem resolution with vendor, merchants, and students.
11. Seamless deployment of and transition to your student refund solution, including re-carding of current students, if applicable. Specifically address how your firm will minimize disruption of services to students and the University campus community.
12. Providing information to students regarding account balances and for customer service support via text messaging, email, or other means of communication.

Refund Delivery/Financial Banking/ Refund Carding Services:

Provide your plan to address the following:

The vendor will mail any initial issuance of refund cards to students, including those required to re-card current students upon adoption of the vendor's program. Activation/receipt of the card shall not be required to select a refund delivery preference. Selection of a refund preference and the option to open a DDA will be automatically provided as a condition of University enrollment.

1. The University requires that the vendor issue and mail all students an initial card, if required for your solution, at vendors sole cost. Describe in detail how you will meet this requirement.
 - a. If your refund solution is card less, please explain what financial or other support, services and incentives you would provide to the University to facilitate re-carding the campus with student identification cards.

2. Explain in detail the DDA and related services that your institution will offer students and others in conjunction with the program. For example, this relationship must support a broad range of transactions including but not limited to electronic deposits and withdrawals, ATM deposits, on-line bill payment, etc. Examples of deposit transactions include those initiated directly online, by mail, payroll direct deposits, same-day availability of university student account disbursements, and ATM deposits. Describe in detail all of the capabilities your solution offers DDA holders and any corresponding requirements.
3. The refund solution must include the ability to open a DDA that is FDIC insured. The DDA account must accommodate at a minimum disbursements through:
 - physical checks,
 - on-line banking and bill pay,
 - signature based debit transactions initiated through a Visa/ MasterCard /Discover, or similar payment network,
 - PIN based debit transactions,
 - ATM cash withdrawals, inquiries and deposits,
 - Card less internet based and telephone transactions

In addition, the DDA must accommodate:

- ATM deposits for cash and checks,
- Incoming ACH transfers from other banking institutions,
- Payroll direct deposits,
- Incoming wire transfers

Describe in detail how your solution will meet each of the above requirements.

4. The vendor must provide the ability to take paper check deposits into the optional DDA account. Describe in detail how your solution meets this requirement and your availability of funds policy related to such deposits.
5. The vendor must be able to accept daily electronic transfers of refunds and other disbursements from the University. Explain your process and requirements for transmission of refund information.
6. The vendor's solution must accommodate, at a minimum, the following methods and timelines for disbursement to students:
 - a. the vendor's optional DDA with same day availability,
 - b. to another domestic FDIC insured bank account via automated clearing house (ACH) transfer within one business day,
 - c. by issuing and mailing a paper check to the student's designated mailing address within two business days.

- i. Confirm that your solution meets the above requirements, and describe in detail any additional capabilities your solution offers and applicable timelines for fund availability to recipients.
7. Any card associated with the solution must be easily identified as a University identification card. Describe in detail how you will address this requirement in your proposed solution. Include samples and or design suggestions in your response.
8. The vendor will maintain all banking information in a secured system in compliance with all banking, FERPA, GLB Act and Federal regulations. Confirm that your firm can and will meet this requirement.
9. The vendor will electronically notify students of the distribution of refunds in a manner that meets all Financial Aid Title IV regulations. The vendor must provide a copy of the most recent 'Compliance Examination for Title IV Student Financial Assistance Programs' that was provided to the Department of Education, as required by the Department of Education. Confirm that your firm can meet this requirement and describe in detail how your proposed solution will address this process.
10. List the proposed cardholder terms and conditions for the use of any debit card associated with the refund solution and the related DDA. Please include DDA limits and any minimum balance requirements.
11. Please describe the worldwide acceptance of the any proposed refund card and identify all limitations of their acceptance worldwide by merchants and financial institutions.

University Support:

Provide your plan to address the following:

1. The vendor must work with the University to coordinate daily electronic interchange of data necessary to effectively maintain services to our customers including carding, replacement carding, and refund disbursement. Describe in detail how your firm will work with the University to manage this process.
2. Describe the nature of the support team that will assist the University in implementing the program and assist with ongoing operations and marketing efforts.
3. The University requires toll-free telephonic help desk customer support for the administration and an online, real time system that will track open issues easily and conveniently for the University. Ideally, the vendor should provide separate and direct toll-free customer service to University administration for refund payment and help desk support during normal business hours (7:00 – 17:00 Pacific Time, Monday through Friday). Describe in detail all customer service functions that will be available to the University to support the proposed banking relationship. Please be sure to include all hours of operation and availability.

4. The vendor must provide on-going support to the University for card design, fabrication and issuance, student education, daily administrative operations and promotional marketing. Describe how your firm will support the University with each of these services.
5. The vendor must provide for the ongoing replacement of lost/stolen/damaged cards. Cardholders must be able to report a lost card and have it deactivated 24 hours/day, 7 days a week, via a toll-free number and via the website. Describe in detail how your solution meets this requirement.
6. The vendor must assist the University in planning and project management related to the refund disbursement program. Describe in detail how your firm will meet this requirement.
7. The University will not be liable for unauthorized purchases. Outline clearly the responsibilities and liabilities of the following parties related to the deactivation of lost or stolen cards and the activation of a replacement:
 - a. The cardholder
 - b. The vendor
 - c. The University
8. The vendor must allow for University to provide on-site replacement card production, issuance and card storage. Please explain your on-site production capability and include any special equipment, pricing, or requirements and how it will be provided.
9. The vendor must install and maintain a minimum of four (4) (or more as determined solely by the University) ATM machines on campus, with the capability to meet cash withdrawal demands during peak periods, such as the start of the academic term. Confirm that your firm can meet this requirement and provide a detailed description of the type of ATM that you will install. Include a list of all capabilities of the ATM machine, service schedules and any charges and fees to the University.
10. The University requires the vendor to handle the initial issuance of any refund card to students so that delay of student access to funds is minimized. This card issuance must occur for the entire campus when the vendor refund solution is initially implemented. Card issuance must also occur each term for all newly enrolled students. **The University will not produce or deliver initial new cards to students.** Describe in detail the proposed initial re-carding of the campus, including timelines. Additionally, provide information as to how newly enrolled students will receive information about refund options and select a refund preference.
11. The University requires access to view refund and card issuance history and mailing address information online in real-time. Please describe how your system will accommodate this requirement. Please include screen shots and/or examples of vendor reports.
12. The University requires the ability for others (i.e. parents of students, spouses, significant others) to be able to easily and securely send money to student DDA's at no charge.

Please describe precisely how your product meets this requirement, including timelines for fund accessibility, and include screen shots or a demonstration of the process.

13. The University requires that students be able to continue use of their open DDA when a student ends their relationship with University. Please describe how your solution complies with this requirement.
14. Describe your process for closing DDA's and any charges for inactive DDA's or low balance DDA's.
15. Describe any incentives for DDA users such as discounts, rewards, online features, special deals, etc. that the vendor will maintain and provide on the program website. Please describe in detail how your incentive program works, including how local vendors will be registered and managed throughout the program.
16. The vendor must provide marketing, educational materials and support to encourage individuals to take advantage of electronic disbursement of refunds. Describe how your firm will provide support to successfully market these options.
17. The vendor must provide co-branded orientation support through materials, financial responsibility awareness support, training and online assistance. Describe how your firm will address these support issues.
18. The vendor must provide training assistance to the administration for the online system, and reporting tools. Describe in detail the training that will be provided.
19. Describe your support for new student orientation.

Student Access:

Provide your plan to address the following:

The University requires a secure co-branded website that is maintained by the vendor. The website must be accessible to students and DDA holders, with links to a website offering full online banking capability for DDA holders. The website must be available to all students, and the DDA website must be available to all DDA holders.

1. Describe in detail the process for initially selecting and changing a refund preference (DDA, ACH, or paper check).
2. Does your solution provide real-time information regarding the status of refund payments? Is this information accessible by both the account holder and the University? Is a refund history table available for viewing on-line by both the student and the University??
3. Does your solution provide an auto-email or text message notification feature for refund delivery, regardless of preference?
4. Does your solution provide authorization content that complies with Title IV refund delivery regulations?

5. Describe in detail the process to open a DDA account online. Include screen shots or a demonstration.
6. The University requires that the DDA website accommodate web based balance and transaction inquiries, card acceptance/authentication, replacement card ordering, ATM location, monthly account statements that are printer friendly, paper check ordering, stop payment of checks, instant PIN changes, customer service/frequently asked questions (FAQ), email address and mailing addresses maintenance, ability to view and modify refund preferences, ability to view prior refund payments, ability to view electronic notifications from vendor, ability to enroll in direct deposit for payroll, ability to make transfers at no charge from another bank account to the DDA. Explain in detail the capabilities of the DDA website, services that your institution will offer students via the website, and customer service/support for website users. Please include all other services not mentioned above which your website solution provides for DDA holders.
7. Regarding the DDA, describe the process and timeline for
 - ordering a replacement card, if a card is utilized by your solution;
 - resetting passwords and PIN numbers;
 - requesting wire transfers, stop payments, and ordering paper checks for the DDA online.
8. The vendor must allow parents or others to electronically send money to DDA's from any FDIC insured domestic checking account preferably at no charge and must display a transaction sent money history chart online. Describe how your solution meets this requirement.
9. The University desires that DDA accountholders to be able to request and send money online instantly to other DDA accountholders. How does your company currently provide this service? Are there charges for this service?

Service Levels:

Contractor shall propose a solution that achieves the following service levels for website hosting services:

1. Availability: Website is available and functioning properly 24 hours per day, 7 days per week, and every day of the year, less scheduled down time. Provide specific information as to your websites down time for the prior three years.
2. Response Time: Response time must be 3 seconds or less, 24 hours per day, 7 days per week, every day of the year, less scheduled down time. Response time is defined as the time required, within the Contractor's data center, to transmit or receive an instruction. Provide information as to your response time for the prior three years.

Contractor must offer PSU performance credits applicable to the failure to meet service levels.

Technology Integration:

1. Describe in detail how your organization would envision the incorporation of your solution in relation to the University information technology systems, specifically addressing interface with SGHE. Please cite relevant experience and partnerships.
2. The University requires that all sensitive data be transmitted securely and encrypted using Secure Shell Technology (SSH). Dial-up transmission is not acceptable. Please describe how this requirement will be met.
3. The University requires the ability to provide one flat data file from the University to the vendor that includes data needed for card production and/or disbursement processing. Please describe the vendor technical process that will support this requirement.
4. The University requires the ability for convenient online University management of permission access for University personnel to vendor provided online systems and reports. Please describe how vendor will support the management of permission access. Include provisions to manage administrators' accounts, grant various levels of permission, and the duties of the security officer.
5. The University requires the following real time reports, at a minimum, be available to University administration:
 - Audit trail report showing refund payment status and delivery status;
 - University bank statement showing fund transfers needed for refund delivery process;
 - Reports showing student disbursement method selected;
 - Activity reports detailing amounts transferred to student DDAs by outside third parties,
 - Detailed refund reports showing student name and identification number, mailing and e-mail address, DDA status (active/inactive), etc.

Please confirm you offer the above reports, and describe additional vendor online and hard copy or downloadable reports and include screen shots or examples.

6. The University requires the ability to reverse refund payments from the vendor system online in case of error or ineligibility for refund. Please describe how your solution supports this requirement.
7. Portland State University utilizes SGHE Finance, Financial Aid, Human Resources, and Students systems. Lenel is the University's primary access card technology. Please describe in detail your current SGHE integration experience and/or the level of effort required to integrate your system with both SGHE and a card access control system. Provide a listing of customers where your solution is integrated with SGHE and/or access control systems. Provide your timeline to implement, test, and commission "full functionality" of such system integration.

Partnership with University:

1. Portland State University realizes the importance of being an attractive partner to the vendor. What role(s) would you expect the University to play regarding your solution?
2. What types of opportunities and support would your company expect the University to provide?

3. How much and what type of technical assistance will your company require of the University?
4. Does your company have scripts and instructions it can provide to the University to prepare systems for integration?

ADDITIONAL DESIREABLE FEATURES

Financial Incentives, Cost Savings, and Cost Avoidance:

Cost savings are critical to students and the University. **Please show, in detail, any estimated cost savings and cost avoidance your services can provide to students and the business operations of the University.**

Please show in detail any additional revenues/commissions to the University related to the products and services proposed in the above sections of this RFP that may benefit the University.

All pricing and cost information in the cost and pricing tables below must be submitted in the same format as this document utilizing an Excel spreadsheet.

Direct Costs:

TO STUDENT:

Please list, in detail, all costs and all fees to the student for the products and services proposed in the above sections of this RFP. Be sure to list any costs for the following items in addition to any other related costs as well as any incentives or waived fees the vendor proposes. Any charges other than per transaction or monthly recurring charge must clearly be identified and explained vendor response.

SERVICE	\$ AMOUNT	PER TRANSACTION CHARGE Y/N	MONTHLY RECURRING CHARGE Y/N	OTHER - PLEASE DESCRIBE
Monthly Service Charge				
Minimum Balance Charge				
Electronic Statement Charge				
Paper Statement Charge				
Online Bill Payment Service				
Incoming Wire Transfer (Domestic)				
Incoming Wire Transfer (International)				
Checks				
Deposited Items				
Statements				
Research				
Legal Services				
Merchant PIN Based Transaction				
Non-Vendor ATM Transaction				
Other Vendor ATM Transaction				

SERVICE	\$ AMOUNT	PER TRANSACTION CHARGE Y/N	MONTHLY RECURRING CHARGE Y/N	OTHER - PLEASE DESCRIBE
Declined Transactions at Non-Vendor ATM				
Declined Transactions at Vendor ATM				
First Insufficient Funds Charge				
First Uncollected Funds Charge				
Additional Insufficient Funds Charges				
Additional Uncollected Funds Charges				
Lost Card Replacement				
Inactivity Fee (also define time period)				
Cash Advance Fee				
Stop Payment Fee				
Return Deposit Item Fee				
Official Checks				
Outgoing Wire Transfer (Domestic)				
Outgoing Wire Transfer (International)				
International Transactions Fee				
Delinquent Account Collection Fee				
Abandoned Property Transfer Fee				
Lack of Documentation Fee				
Other:				

Additionally, please describe the following:

- the maximum dollar amount of fees that can be applied to a student account in a single day and within an account statement cycle;
- how and when fees will be applied to student accounts; and,
- the priority order for application of deposits, debits and fees.

TO UNIVERSITY:

Please list, in detail, all costs and all fees to the University for the products and services proposed in the above sections of this RFP. Be sure to list any costs for the following items in addition to any other related costs as well as any incentives or waived fees the vendor proposes. Any charges other than per transaction, monthly recurring charge, or one time only charge must clearly be identified and explained vendor response. Direct costs to University for any one time set up fees must be clearly identified within the vendor response; however, initial start-up and implementation fees will not be scored in this Request for Proposal.

START UP FEES TO THE UNIVERSITY:

SERVICE	\$ AMOUNT	PER TRANSACTION CHARGE Y/N	MONTHLY RECURRING CHARGE Y/N	ONE TIME ONLY CHARGE Y/N
One Time Set-up Fee				
Technical Integration Fee				
ATM Installation Fee				
Marketing Support and Development Fee				
Fees related to initial card issuance				
Website Co-branding Fee				
Training & Support				
Other				

ONGOING AND ALL OTHER FEES TO UNIVERSITY:

SERVICE	\$ AMOUNT	PER TRANSACTION CHARGE Y/N	MONTHLY RECURRING CHARGE Y/N	ONE TIME ONLY CHARGE Y/N
Marketing Support and Development Fee				
Website Co-branding Fee				
Training & Support				
Fees related to card issuance, including replacement cards				
Fees related to Funds Disbursement				
Ongoing Maintenance Fees				
Implementation and Project Planning				
Refund recall and instant check fee				
Lost/stolen card replacement fee for both university/student issued				
Card issuance fee with or without a photo				
Other				

Other Transaction Fees:

All fees incurred by students through use of the proposed solution must be clearly identified in the Pricing component of the response as a student fee on a per student, per card holder, or per transaction basis.

Reporting:

Describe the types of reports which your agency could arrange and submit to PSU on a quarterly basis. Provide samples of any reports with your Proposal.

Additional Requested Information:

Please provide any additional or alternate information that will enhance your offering. Describe any future developments of additional or improved functionality that may be available to University during the term of this agreement and the timeline for their implementation.

Timeline:

Upon completion of the selection process and the signing of an agreement between the vendor selected and the University, implementation phases of the new agreement will begin during the (Summer) Quarter of the (2009-2010) school year. The exact date for each phase will be determined jointly by Portland State University and the selected vendor. The entire campus must be re-carded no later than (August 1, 2009).

Please submit a detailed timeline for implementation of your services. Provide a project plan illustrating major milestones and deliverables. Provide a description of resources needed or sample project team. Include case studies and press releases, etc showing implementation support by vendor. The University desires for an implementation of ninety days or less. Assume contract signing approximately March 1, 2009.

SECTION 3: EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria. Responses should be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment and why the proposer feels it best meets PSU needs. Proposers must submit Proposals that are a complete offer and are fully responsive to the terms of the RFP. Proposals must include all information required for review and evaluation consideration leading to award. Failure to do so may be deemed sufficient cause for rejection of the Proposal. Failure to do so may be deemed sufficient cause for rejection of the Response. Points for each category will be awarded by the Evaluation Committee at their discretion. Each vendor can receive from 0 to the maximum number of points indicated for that category.

1. **Services to be performed:** This section will be evaluated based on vendor ability to provide to the services priority features identified in the RFP, including but not limited to Student Support, Refund Delivery/Financial Banking/Refund Carding Services, University Support, Vendor On-Line Student Access Preferences, and Technology Integration. Emphasis will be placed on the Vendor's:

- Ability to provide superior customer service and support to students;
- Ability to effectively manage the delivery of all University refunds via an online vendor system;
- Offer to provide a co-branded website that provides a complete online banking application with a free FDIC DDA with no monthly fee or minimum balance, University specific colors, graphics, content, and instructions;
- Ability to provide an instant online process to open a DDA without paper signature or pre-qualification;
- Ability to provide on-line customer service features for University tracking of refund delivery and inquiries by students;
- Plan for easy and convenient card issuance via US Mail of any cards required or offered through the Vendor's solution;
- Plan for University on-site card production and storage;
- Ability to offer and support an online reporting tool available for the administration that provides access to real-time data and audit trails for refund delivery;
- Ability to provide an FDIC insured DDA solution accepted worldwide by merchants and financial institutions;
- Ability to integrate services with campus systems and provide for re-carding the campus with vendor's card solution;
- Accommodation of ADA requirements and communication with non-English speaking customers.

In addition, innovative offerings and solutions to further the partnership will be considered favorably. **(80 Points Total)**

2. **Vendor Qualifications/References:** In addition to providing all of the information requested in the Section 2, Scope of Work, Vendor Qualifications and References, include on one page a history of your firm, a short biography of the lead or primary person(s) that would be servicing PSU. Emphasis will be placed on the vendor providing references from similar-sized Universities with which vendor is currently doing business. **(20 Points Total)**

3. **Direct Costs to Students, Direct Costs to the University, Financial Incentives, Cost Savings and Cost Avoidance:** In addition to listing all applicable fees that will be charged to students and the University, your proposal should include all financial incentives, cost savings and cost avoidance measures that will be afforded to students and/or the University's business operations. Emphasis will be placed on the lowest direct cost (charges and fees) to students and to the University. **(60 Points Total)**
4. **Oral Presentations:** PSU in its sole discretion will determine which respondents to invite to participate in oral presentations. Those invited for oral presentations will have scored highest in the previously identified categories. **(20 Points Total)**

Method of Award:

The Contract will be awarded to the Proposer whose Proposal receives the highest awarded points total based on the Award Criteria listed below. PSU will submit Proposals to an Evaluation Committee which will include at least one student representative.

Summary of Evaluation Criteria

Services to be performed:	[100] Points
Vendor qualifications/references:	[20] Points
Direct cost to Students, Financial Incentives, Cost Savings and Cost Avoidance:	[80] Points
Oral Presentation	[20] Points

Total Points Available

220 Points

SECTION 4: PROPOSER CERTIFICATION

EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.

SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4)

SUBSECTION II: FINANCIAL RESPONSIBILITY

University reserves the right to investigate and evaluate, at any time, the vendor's financial responsibility to perform the services identified in this Request for Proposal. Submission of a signed Proposer Certification will constitute approval for University to obtain any credit report information University deems necessary to conduct an evaluation. University will notify the vendors in writing of any other Documentation University requires, Failure to promptly provide this data may result in rejection of Responders response. Failure of the vendor to demonstrate financial responsibility will constitute grounds for rejection of Responders response.

PSU may postpone the award or execution of the contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with proposal submission.

SUBSECTION III: SIGNATURE BLOCK

Signature of Proposer's duly authorized representative for (Contractor)

Printed Name and Title: _____

Date: _____

Tax ID / Federal Employer Identification Number (FEIN): _____

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

PSU STANDARD CONTRACT TERMS & CONDITIONS

(The following terms and conditions will govern the agreement entered into by Contractor and PSU, resulting from this RFP.)

1. DEFINITIONS:

"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, making the purchase and is synonymous with "Buyer" as used in ORS Chapter 12. "PSU" also means another Oregon Public agency if the purchase is being made under a cooperative purchasing program as authorized by ORS 190.240.

2. ACCESS TO RECORDS:

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

3. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU..

4. APPROVALS:

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

5. ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

6. BREACH OF AGREEMENT:

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.

7. CAPTIONS:

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

8. CASH DISCOUNT:

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

9. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

10. CONFIDENTIAL INFORMATION:

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

11. 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 agreement no person having any such interest shall be employed by Contractor.

12. CONSIDERATION:

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

13. DEFAULT:

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a

license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

17. 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 Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

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 Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU, and their agencies, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. HOURS OF WORK:

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU 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 agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, and their officers and employees, shall be included as additional insureds in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

24. OWNERSHIP OF WORK PRODUCT:

All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", Contractor hereby irrevocably assigns to University all its

right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25. NO THIRD PARTY BENEFICIARIES:

PSU and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

27. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. PAYMENT:

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

29. PAYMENTS REQUIRED:

For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any subcontractors; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

30. PSU PAYMENT OF CONTRACTOR CLAIMS:

If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under

this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

31. RECYCLED PRODUCTS:

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

32. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

33. SAFETY AND HEALTH REQUIREMENTS:

Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

34. SEVERABILITY:

If any provision of this agreement 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 agreement did not contain the particular term or provision held to be invalid.

35. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. TAX COMPLIANCE CERTIFICATION:

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

37. TAXES – FEDERAL, STATE & LOCAL:

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the proposal.

38. TERMINATION:

a. This agreement may be terminated for convenience 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.

b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
 - ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.
- c. The rights and remedies of PSU 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.

39. TIME IS OF THE ESSENCE:

Contractor agrees that time is of the essence under this agreement.

40. WORKERS' COMPENSATION:

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 Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

41. MERGER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

42. WAIVER:

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

PSU SPECIAL TERMS AND CONDITIONS

(In addition the PSU Standard Terms and Conditions the following Special Terms and Conditions will govern the agreement entered into by Contractor and PSU, resulting from this RFP.)

1. Confidentiality and Security of PSU Secure Information.

1.1 PSU Secure Information. Notwithstanding the generality of Section 10 of the PSU Standard Contract Terms and Conditions, in the performance of this Contract, Contractor will have possession of or access to information contained in documents, records or other items that PSU requires to be secure and confidential ("PSU Secure Information"). PSU Secure Information includes information provided to Contractor by the PSU or provided by or relating to PSU students that is (i) "Personal Information" as that term is used in the Oregon Identity Theft Protection Act at ORS 646A.602(11), including Social Security numbers, certain identification numbers and certain financial account numbers, in combination with consumer names; (ii) information required to be

kept confidential or secure under any federal or state law or regulation, including Payment Card Industry Data Security Standards (PCI-DSS), Payment Application Data Security Standards (PA-DSS), FERPA, the Fair and Accurate Credit Transactions Act of 2003 or (iii) information required to be kept confidential or secure under any PSU IT security policy. PSU Secure Information is a type of Confidential Information.

1.2 Security Plan. PSU Secure Information is information that is highly sensitive and subject to additional protection. Accordingly, prior to the receipt of or access to any PSU Secure Information, Contractor shall provide Agency with an information security plan describing the steps Contractor will take to preserve PSU Secure Information. Upon Agency's acceptance of the Contractor's information security plan for PSU Secure Information, the plan will be incorporated and attached into this Contract. Contractor agrees and warrants that during the period in which Contractor has possession of or access to any PSU Secure Information, Contractor will maintain, operate and enforce the information security plan approved by PSU.

1.3 Use of Secure Information. Contractor shall not breach or permit breach of the security of any PSU Secure Information to which Contractor receives access or possession to. Contractor shall not disclose to any unauthorized person, or otherwise permit any unauthorized person access to, PSU Secure Information. Contractor shall not use, distribute or dispose of any PSU Secure Information other than expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction. Contractor shall comply with PSU IT security policies governing the use of the PSU Information and its Systems.

1.4 Notice of Breach. Contractor shall report to PSU, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains PSU Secure Information to which the Contractor receives access to or possession of.

1.5 Contractor shall ensure the compliance of its employees and agents with this section 1.

2. Professional Liability, Security and Privacy Liability Coverage.

In addition to insurance policies set forth in Section 22 of the PSU Standard Contract Terms and Conditions, the Contractor shall secure at its own expense and keep in effect during the term of this agreement Professional Liability insurance with a per claim limit of not less than six million dollars (\$ 6,000,000.00) and in the annual aggregate. Full limits can be obtained by the purchase of one primary policy or a primary and excess policy as needed to provide the full policy limits. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage caused by error, omission, or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of Contractor. The definition of contractual liability in the policy shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, known wrongful acts, contractual liability, privacy policy, and insured versus insured. Contractor shall ensure that coverage under this policy continues for duration of 24 months after completion of this project. The provisions of section 22 and 23 of the PSU Standard Contract Terms and Conditions apply to this additional policy.

3. Return of Property. Upon termination or expiration of this Contract, Contractor shall immediately deliver to PSU all of PSU's property, including without limitation PSU's Confidential Information, including PSU Secure Information, or any Deliverables for which Agency has made payment in whole or in part, that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such PSU property is expressed or embodied at that time. Contractor shall ensure that its subcontractors and agents also comply with this requirement.

4. Special Indemnifications.

4.1 Indemnity for infringement claims. Without limiting the generality of section 19 of the PSU Standard Contract Terms and Conditions, Contractor expressly agrees to defend, indemnify, and hold agency, the state of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to agency by contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the agency's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that state shall provide contractor with prompt written notice of any infringement claim.

4.2 Indemnity for Breach of Security or Confidentiality. Without limiting the generality of Section 19 of the PSU Standard Contract Terms and Conditions, Contractor shall save, indemnify and hold harmless, the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses arising out of a breach of the Contractor's obligations of confidentiality and security set forth in Section 10 of the PSU Standard Contract Terms and Conditions or in Section 1 of the PSU Special Contract Terms and Conditions arising out of the acts or omissions of Contractor or its officers, employees, subcontractors, or agents.

5. Limitation of Liability.

5.1 Except for liability arising out of or related to (i) section 19 of the PSU Standard Contract Terms and Conditions, (ii) section 4.1 or 4.2 of the PSU Special Contract Terms and Conditions, (iii) any breach of obligation of confidentiality for PSU Secure Information under section 1.7 of the PSU Special Contract Terms and Conditions, or (iv) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of contractor, its officers, employees or agents, contractor's liability for damages to the state for any cause whatsoever shall be limited to one and one half times the maximum-not-to-exceed amount of the contract.

5.2 Except as otherwise provided expressly in this Contract, neither party shall be liable for any lost profits, lost savings, lost data or other consequential or incidental damages.