

Eastern Washington University



Request for Proposals
for
Banking Services

June 16, 2025

Letter of Intent: Due by 4:00 P.M. Pacific Time (PT), June 27, 2025

Proposals: Due by 4:00 P.M. PT, July 24, 2025

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SECTION 1: INTRODUCTION

1.1. BACKGROUND

Eastern Washington University, a regional, comprehensive public university with an enrollment of over 10,000 students, is one of six state-funded four-year institutions of higher education in Washington, each governed by its own board of trustees. As the region's polytechnic, Eastern is recognized for its distinctive approach to hands-on learning that leads to in-demand careers. EWU's 300-acre main campus is located in Cheney, a community of 12,000 residents 16 miles southwest of Washington's second largest city, Spokane. Eastern also offers programs in downtown Spokane at the innovative, energy-efficient Catalyst building, the SIERR building which is a hub for research, development and advancement of health sciences, and at Riverpoint, a campus shared with Washington State University. In addition, EWU programs can be found at select locations throughout the state, aligned with the needs of the community. Eastern contributes to the vitality of the region and the state through its wide array of bachelor's and master's degrees in over 100 fields of study, as well as applied doctorates in physical therapy and educational leadership, offering accessible pathways to career success and personal development to students of all socioeconomic and cultural backgrounds.

EWU Profile

Mission: Eastern Washington University provides an inclusive, equitable, and transformative learning experience, driving the pursuit of knowledge with affordable academic excellence.

Vision: Eastern Washington University provides an education rooted in the liberal arts, designed to address the unique challenges and opportunities facing the region. Characterized by a student-centered focus and opportunities for applied learning in high-demand fields, this education creates upward social mobility and intellectual growth for our students that supports a healthy, sustainable, and economically successful region.

Value Statements

Academic Excellence: As a community of learners, we pursue truth and advance knowledge through creative works, research, and scholarship. Our student-centered education provides excellent teaching, dynamic conversations, and a robust intellectual experience both inside and outside the classroom. We provide applied learning opportunities to prepare students for future success, invest in our workforce and create opportunities for professional growth for students, faculty and staff.

Accessibility: Eastern Washington University strives to create a more inclusive, obtainable, and equitable college education.

Belonging Through Justice, Equity, Diversity and Inclusion: We are committed to building an inclusive, supportive, and equitable university community. We strive to

integrate the principles of justice, equity, diversity, and inclusion into all university operations, fostering an environment that nurtures a sense of belonging among all members of the community. Students, staff, and faculty, are seen, understood, and appreciated for the talents they bring to our educational community.

Regional Impact and Regional Contribution: We promote economic vitality and regional success through scholarly research, dedicated service, and educational programs that meet regional workforce needs in high-demand fields. When combined with our commitment to a liberal arts education, we enhance social mobility, inclusivity, and the well-being of our community while remaining nimble to its ever-changing demands.

Student Success: We embrace all students. Students' needs are complex, and student success requires student engagement and positive outcomes. We are committed to supporting all our students with a focus on creating conditions informed by the needs of our first-generation, low-income, and other structurally marginalized students.

Sustainability: We are leaders committed to sustainability as a balance between the needs of the environment, the needs of the economy, and equitable outcomes for current and future generations

1.2. OBJECTIVE AND TERM OF CONTRACT

Eastern Washington University, hereinafter called "the University", is initiating this Request for Proposal (RFP) to solicit responses from qualified financial institutions, hereinafter called "the FI", interested in providing banking services.

The University is requesting the FI to submit proposals to provide banking services for a six-year period with two (2) additional optional two-year periods. Total contract period not to exceed ten years. Fees shall be guaranteed for the initial six-year period. After the initial six-year period and before each optional two-year renewal period, fees and terms may be negotiated, if mutually agreeable by the University and the FI.

1.3. ADA

EWU complies with the Americans with Disabilities Act (ADA). Contractors may contact the RFP Coordinator to receive this RFP in Braille or on tape.

SECTION 2: INSTRUCTIONS FOR COMPLETING AND SUBMITTING BIDS

2.1. UNIVERSITY CONTACT

The RFP Coordinator is the sole point of contact for the University. All communications about this procurement must be directed to the RFP Coordinator.

Contacts not previously authorized by the RFP Coordinator with other University staff regarding this procurement after issuance of this RFP may disqualify the FI.

EASTERN WASHINGTON UNIVERSITY
ATTN: CODY ROSS, RFP Coordinator
Eastern Washington University
218 Tawanka Hall
Cheney, WA 99004-2456
Telephone: (509) 359-6804
E-Mail: cross19@ewu.edu

2.2. INTENT TO RESPOND AND QUESTIONS

A Letter of Intent to Respond in the format of Exhibit F attached hereto and any questions regarding this RFP must be in writing and must be received by email at cross19@ewu.edu by 4:00 p.m. Pacific Time, June 27, 2025. The Letter of Intent to Respond must include an authorized signature. Letters of Intent to Respond are used to determine how many responses the University can expect in order to plan schedules. Non-submittal of a Letter of Intent to Respond and Questions does not preclude the FI from submitting a Proposal or consideration of the Proposal.

The RFP Coordinator will respond to all questions in writing and post responses on the University's website at <https://inside.ewu.edu/procurement/doing-business-with-ewu/> as well as the State's no-charge online bid notification system, Washington Electronic Business Solution (WEBS) at <https://pr-webs-vendor.des.wa.gov/> for retrieval and review. The FI are encouraged to register and check the University's site and/or WEBS frequently for postings related to the RFP. It is incumbent on the FI to obtain responses to questions once posted to ensure their response is truly responsive.

2.3. SCHEDULE OF PROCUREMENT ACTIVITIES

The following schedule of activities must be adhered to by all Offerors:

Timetable – Banking Services Search 2025	
Event	Date
RFP Posted on University Website and WEBS	June 16, 2025
Letters of Intent to Respond Due	4:00PM PT June 27, 2025
Offerors' Questions Due	4:00PM PT June 27, 2025
Answers to Offerors' Questions Posted on University Website and WEBS	July 7, 2025
Offeror's Proposals Due to University	4:00PM PT July 24, 2025

In-Person / Telephone / Video Interviews with Semi-Finalists (if necessary)	Week of August 4-8
Determine Apparently Successful Offeror	August 29, 2025
Finalize Contract	By September 29, 2025
FI to Have Required Account Services Installed and Operating	By March 1, 2026

2.4. PROCUREMENT MODIFICATION

The University reserves the right to amend the RFP, revise the RFP Schedule or issue addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP in whole or in part, for any reason, at the sole discretion of the University at any time prior to the execution of an agreement.

If the RFP is revised, the University will provide an addendum to all FI that submit a Letter of Intent to Respond by the deadline. In the event it becomes necessary to revise any part of the RFP, notification shall be posted on the University's website and WEBS. In addition, the University will present amendments and clarifications on the University's website and WEBS. It is the responsibility of each bidder to check the website(s) for this information. All responses to this RFP shall be based on the material contained in this RFP and any amendments made to the RFP.

2.5. PROCUREMENT INSTRUCTIONS

2.5.1. SUBMITTING RESPONSES

Please send an electronic copy to the addresses below. The electronic version must include Exhibit B in Excel format and the electronic version will be considered the "Master Copy." The completed electronic version of the RFP must be delivered by 4:00pm PT on July 24, 2025. Earlier responses are welcome, and any Response delivered after the deadline will not be considered.

EASTERN WASHINGTON UNIVERSITY
ATTN: CODY ROSS, RFP Coordinator
Eastern Washington University
218 Tawanka Hall
Cheney, WA 99004-2456
Telephone: (509) 359-6804
E-Mail: cross19@ewu.edu

The University reserves the right to retain all Responses and accompanying documentation submitted and to use any ideas contained in Responses regardless of whether that Response is selected. Responses retained shall become the property of the University and will not be returned. Submission of a Response constitutes

acceptance of all conditions contained in this RFP, unless clearly and specifically noted in the Response submitted and confirmed and expressly accepted in the subsequent agreement between the FI and the University.

2.5.2. INFORMATION AND FORMAT REQUIREMENTS

All of the conditions set forth in this section must be included and addressed thoroughly and completely by the FI before the University will accept a Response to this RFP.

When responding to this RFP, we encourage you to describe the ways in which you believe your organization's service is unique or would add particular value. Please be succinct in your answers and, if certain services cannot be provided, please so state when appropriate. Responses must include answers to all questions, comply with all requests for information to permit evaluation, and shall include bookmarks and section titles separating the following parts.

Proposals must conform to the information and exhibits provided, including any amendments made to the RFP and responses to questions. The FI must address each of the following parts in the same order listed to be considered responsive. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may be disqualified from further consideration. Proposals should be concise with emphasis placed on completeness and clarity of content. The FI must consider the minimum qualifications in *Section 3.1* and the required services outlined in *Section 3.2* in formulating Proposals.

By submitting a Proposal in response to this RFP, the FI unequivocally acknowledges that it has read and fully understands this RFP, and that the FI has asked questions and received satisfactory answers from the University regarding any provisions of this RFP with regard to which the FI desired clarification.

Proposals shall include the following information by section:

- 1. COVER LETTER** – Provide a cover letter, signed and dated by an individual legally authorized to bind the FI contractually. Indicate that the signer is authorized to commit the FI to the terms presented and include the title or position the signatory holds. The letter must also include:
 - A statement that all terms and prices included in the Proposal are guaranteed for 180 calendar days from the Proposal due date.
 - A statement confirming the FI meets the requirements described in *Section 3.1 – Mandatory Minimum Qualifications*.
- 2. TABLE OF CONTENTS** – Include a table of contents showing the Proposal content and sequence. All pages should be numbered, and each section must

reference the corresponding part listed in this section.

3. GENERAL INFORMATION: Provide the following information:

- Name, mail address, telephone number, and fax number of the FI.
- Name, title, mail address, telephone number, and e-mail address of principal officers.

4. EXECUTIVE SUMMARY – Provide a brief, concise overview of the key points in the Proposal. The summary should not exceed five (5) pages.

5. FI INFORMATION – Describe the FI’s qualifications and relevant experience during the past five (5) years providing Banking Services to entities the same size or larger than the University.

6. AUDIT REPORT – Provide a copy of the most recent Independent Service Auditor’s Report prepared in accordance with attestation standards established by the American Institute of Certified Public Accountants for services provided in a Banking Services capacity.

7. PERSONNEL - Identify the specific individuals (or subcontractors) who will be assigned to the University’s account(s). Describe their qualifications in terms of their education and experience with higher education clients. Indicate the nature of the experience. Attach a brief résumé of each individual. Include an organization chart that reflects management of administrative and operational services within your organization.

8. SERVICES PERFORMED – Describe the services the FI is willing to provide. The Proposal should be presented in the same order as listed in *Section 3.1 – Mandatory Minimum Qualifications and Section 3.2 – Services to be Provided*. The FI must reiterate the number and full text of each subsection, followed immediately with their description of how their services meet the stated requirement(s). Product samples, where applicable to the response, should be included by reference to a separate appendix. Please submit a definitive description of the resources available and other pertinent factors to demonstrate your ability to perform the requested services. If any service outlined in Section 3.2 cannot be provided, the FI should specifically state this in that section and provide any proposed alternatives.

Any amendments or addenda proposed by the FI must be submitted with its Proposal.

Note: No part of the work to be performed will be subcontracted or assigned to another FI without prior written consent by the University.

9. PROPOSED FEES

A. Please complete *Exhibit B, Fee Questionnaire*.

- Provide a price for the minimum account services requested for the specific account or accounts noted in Section 3.2 in accordance with the volumes as detailed in Exhibit B.
- Specify if the figure is a total amount or per unit.
- Calculated total amount should be carried over to the “Total” column.
- Detail any additional costs for “other” or “innovation/future” services, if any, including but not limited to research charges and pass-through fees.
- Discuss any creative pricing or payment options that you can provide.

B. Provide in Excel or .csv format your entire fee schedule for all treasury services, excluding lockbox and merchant services. This will be used as the basis for the contract’s fee schedule if you are chosen as the apparent successful bidder.

Note: All charges must be detailed here. Any charges not listed in section 9B of the FI’s Proposal will not be allowed during the course of the contract unless the scope of the contract is expanded to include additional services not requested herein and is otherwise negotiated and agreed to in writing.

Any pricing offered by the FI shall be inclusive of sales tax, business and occupation tax, and any other taxes for fees for doing business in the State that may apply.

All travel and per diem will be the responsibility of the FI and should be considered when preparing the Proposed Fee. No separate allowances or fees will be paid for travel or per diem for the FI.

The evaluation process is designed to award this procurement not necessarily to the firm with the least cost, but rather to the firm whose Proposal best meets the requirements of this RFP in the University’s sole judgment.

10. SOFTWARE APPLICATION – List any applications that require installment of component(s) on University computers and provide a detailed description of the component(s). List any applications that are accessed solely through a web browser. Briefly describe any service level agreement(s) related to availability and support for application software.

11. BUSINESS CONTINUITY – Describe the procedures and provisions you have implemented to be employed in the event of disaster or equipment failure

at your primary processing site(s). Describe your business continuity plans should the region experience a geographic disaster.

12. INNOVATION/FUTURE SERVICES – The University expects the selected FI to work in partnership with the University and its stakeholders as it explores automation and innovative service delivery options. Please describe alternate or innovative approaches to the requested services where feasible or additional services offered that might not be specifically requested.

13. CONFLICT OF INTEREST – It is the expectation of the University that the award of a contract for Banking Services and the conduct of business under that contract will comply with the State’s conflict of interest laws. Provide a letter signed by an officer of your company in the form of Exhibit G certifying that no condition exists with respect to the FI or any of its employees which violates the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute in relation to the submittal of its Proposal.

14. LITIGATION – Provide a brief explanation and status of any material litigation, regulatory authority investigation, contingent liabilities, or other legal proceedings involving the FI or any officer or principal during the past three (3) years.

15. CONTRACTUAL REQUIREMENTS – *Exhibit A –Services Contract Format* contains contracting terms the University requires in the Contract that are not negotiable. Provide a statement indicating the FI has read *Exhibit A* and accepts all provisions.

The FI may propose revisions to Agreement for clarification and procedural purposes only. Refer to Section 6.5 of this RFP for further information on the general contract terms and conditions.

16. TRANSITION PLAN – If a new FI is selected as a result of this RFP, the Agreement will include a transition period. The Transition Phase of this Agreement begins upon execution of the Agreement by all parties through March 1, 2026. The existing Agreement expires March 31, 2026 and the new FI must be production ready beginning March 1, 2026.

The FI shall provide a plan and timeline for transitioning all Services from the existing FI to the new FI. The plan must be specific and include the FI’s transition strategy, organizational changes and system enhancements necessary to provide the level of service required, testing of automated processes, including electronic file transfers and data uploads and downloads. The FI must guarantee that the necessary resources will be committed to the transition process to ensure that transition is performed in a timely manner. Transition, if required, must be completed and ready for production processing beginning March 1, 2026.

17. REFERENCES – Provide contact names, addresses and telephone numbers for *at least* three (3) comparable higher education institutions the FI provides Banking Services for.

18. LIST OF EXCEPTIONS – Provide an explanation for any exceptions to, or deviations from, the requirements of the RFP. If there are no exceptions, include a statement to that effect.

19. ADDITIONAL INFORMATION – Provide any additional pertinent information.

2.6. PROPRIETARY INFORMATION

Proposals submitted in response to this competitive solicitation shall become the property of EWU. Pursuant to RCW 39.26.030, Proposals and Proposal evaluations are exempt from disclosure until EWU announces the Apparent Successful Contractor; thereafter, the Proposals shall be deemed public records as defined in Chapter 42.56 RCW.

Any information in the Proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of Contractor's document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Contractor is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire Proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Contractor has marked as "Proprietary Information," EWU will notify the Contractor of the request and of the date that the records will be released to the requester unless the Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, EWU will release the requested information on the date specified. If a Contractor obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, EWU shall maintain the confidentiality of the Contractor's information per the court order.

Any contract entered into with EWU is not considered proprietary information, is subject to public disclosure, and may be posted on EWU's website.

2.7. RECORDS RETENTION

After the date of the announcement of the Apparently Successful Offeror(s), the University will retain all products of information received under this procurement in accordance with state record retention laws.

2.8. PREPARATION AND TRAVEL COSTS

Expenses for the development and submission of required information are the sole responsibility of the FI. The University will not be liable for any costs associated with preparation and submission of information submitted in response to this RFP.

The FI assumes responsibility for their personnel's travel and associated costs as they relate to this RFP. These costs must be considered in the cost of the fees that will be proposed.

2.9. RESPONSE EVALUATION

2.9.1. EVALUATION PROCESS

The review of the Offeror will be based upon the completeness of the response, reputation, cost of services, quality of previous performance, if any, and any subsequently requested materials. Responses will be reviewed by evaluators who are representatives of the University. After review of the Responses, the evaluators may select a group of Offerors for either in-person, telephone, or video interviews.

The University reserves the right, at its sole discretion, to reject, without penalty, any and all responses received. The final selection, if any, will be the Responses, which in the opinion of the University, best meet the requirements set forth in the RFP and are in the best interest of the University.

The selection will be accomplished through the following process.

1. Initially, the University will review each RFP for compliance with the Mandatory Minimum Requirements as stipulated within Section 3.1 of the RFP, and provide the appropriate information to the University. Noncompliant Responses will be rejected from further consideration.
2. The University will evaluate the acceptable Responses against the items shown in the "Evaluation Criteria" section.
3. Through the Response evaluation process, the evaluators will identify the Offerors.

Through the selection process, the University reserves the right: (i) not to select any proposal; (ii) to select any portions of a particular proposal for further consideration; (iii) to accept a proposal other than the lowest cost proposal submitted; or (iv) to reject any and all proposals received if such action is considered by the University in its sole discretion to be in the best interests of the University.

2.9.2. EVALUATION CRITERIA

Proposals will be evaluated by University staff, and the University will make the final decision to award the Contract. During the evaluation process, the University may, at its discretion, request in person presentations and interviews or on-site visits at the FI for additional evaluation. Proposals will be evaluated based on, but not limited to, the following criteria:

<u>Criteria</u>	
Financial stability and reputation	20%
Service offerings and product capabilities	25%
Technology and integration	20%
Customer service and relationship management	10%
Pricing and fee structure	15%
Implementation and transition plan	5%
Partner benefits and sponsorship	5%

2.9.3. ORAL INTERVIEWS

The University may choose to conduct oral interviews for final selection of the FI. Interviews may be conducted in-person, by telephone, or by video at the University's discretion. The oral presentations will be evaluated to develop a consensus decision of the Apparently Successful Offerors.

In both instances, the evaluation will be based on the technical criteria specified in this RFP (e.g., organization, experience and expertise, quality and innovativeness of advice, quality of research, fees, etc.), plus these additional factors:

1. The cohesiveness of the oral presentation.
2. Consistency between the oral interviews and the firm's written bid.
3. Reference checks, focusing on past performance (including the University's experience, if applicable) and the firm's ability to:
 - A. Perform quality banking services.
 - B. Work well with University staff.
 - C. Respond to special requests.
 - D. The firm's responsiveness during the interview process.

2.10. ADDENDA TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, an addendum or erratum in numerical sequence will be provided to all Offerors who have indicated an intention to submit a response and will be posted on the University's website and the

WEBS site. Offerors will be given at least five (5) business days from notification to provide requested information.

2.11. SUBMISSION LIMIT

After submission, Offerors will not be allowed to amend the information submitted unless specifically asked to by University staff.

SECTION 3: BANKING SERVICES PROPOSAL

3.1. MANDATORY MINIMUM QUALIFICATIONS

As of July 24, 2025, candidate firms must satisfy the minimum requirements as outlined below in order to be considered for Contract award and continue to meet the requirements during the entire contract period:

3.1.1. GENERAL QUALIFICATIONS

1. Be insured by the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA).
2. Be located in the State of Washington and approved by the Washington Public Deposit Protection Commission (PDPC) as a qualified public depository (Chapter 39.58 RCW).

3.1.2. INSURANCE

EWU expects FIs, and particularly the Apparently Successful Offeror to have all industry standard insurance as would normally be carried by a banking services provider. The FI to furnish EWU with a certificate(s) of insurance executed by a duly authorized representative of each insurer, ensuring compliance with the insurance requirements set forth below. This includes FDIC coverage.

A. General Requirements

1. Contractor shall, at its own expense, obtain and keep in force insurance as follows during the Period of Performance of the Contract. Upon request, Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to EWU that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, may, at EWU's sole option, result in the Contract's termination.
2. Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. All insurance provided in compliance with the Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by EWU.

2. Specific Requirements

1. Commercial General Liability Insurance: The Contractor shall at all times during the Period of Performance of the Contract, carry and maintain commercial general liability insurance and, if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under the Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against EWU for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2 million
Products-completed operations aggregate	\$2 million
Personal and advertising injury aggregate	\$1 million
Each occurrence (applies to all of the above)	\$1 million
Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

2. Professional Liability (Errors and Omissions) Insurance: Limits of liability shall not be less than \$1 million per claim and \$2 million annual aggregate.
3. Business Auto Policy: In the event that services delivered pursuant to the Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of services by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1 million per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against EWU for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Employer's Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employer's Liability insurance with a limit of no less than \$1 million. EWU will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of the Contract.
5. Cyberliability Insurance: See Exhibit E for details.

3. Additional Insurance Provisions

All above insurance policies shall include, but not be limited to, the following provisions:

1. Additional Insured: EWU shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.
2. Notice of Policy Cancellation/Non-Renewal
 - a. For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner), a written notice shall be given to EWU's Risk Manager or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to the Contract. Written notice shall include the affected Contract reference number.
 - b. For insurers subject to Chapter 48.15 RCW (Surplus Lines), a written notice shall be given to EWU's Risk Manager or designee 20 calendar days prior to cancellation or any material change to the policy or policies related to the Contract. Written notice shall include the affected Contract reference number.
 - c. If cancellation on any policy is due to non-payment of premium, a written notice shall be given to EWU's Risk Manager or designee 10 calendar days prior to cancellation. Written notice shall include the affected Contract reference number.
3. Identification: Policies and certificates of insurance shall include the affected Contract reference number.
4. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of

Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by EWU's Risk Manager, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 of the Washington Administrative Code (WAC).

5. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.
 6. Limit Adjustments: EWU reserves the right to increase or decrease limits as appropriate.
4. Industrial Insurance Coverage: The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, EWU may terminate the Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

3.2. SERVICES TO BE PROVIDED

In fiscal year 2024, the University had \$342M in cash inflows and \$338M in cash outflows with daily transactions regularly exceeding \$1M. The selected FI must be able to handle this volume of cash flows. The University expects the selected FI to provide leadership in the development and implementation of new technologies related to banking services throughout the term of the Agreement. The FI offering Proposals must describe their ability to perform the services outlined in this section, including product samples. The FI wishing to provide alternative solutions should demonstrate why their solution is a more efficient, cost-effective, or secure approach to the requested services. Describe any additional services offered, but not specifically requested. Specifically, the scope of services includes, but is not limited to, the following:

3.2.1. ACCOUNT(S) ESTABLISHMENT

Currently the University has three (3) demand deposit accounts and one (1) zero balance account (ZBA) to manage its banking operations. All demand deposit accounts have federal funds on deposit.

- A. Operating Account: Primary demand deposit account for the University deposits and disbursements. Disbursements include, but are not limited to, vendor payments, student refunds, and payroll payments.
- B. Payroll Account: ZBA to record net pay to employees. Balances are automatically transferred from the Operating Account on a nightly basis.

- C. Supplemental Retirement Trust: Demand deposit account with a fixed balance to meet state requirements.
- D. Club Account: Demand deposit account designated for reimbursements to the University clubs.

Activity and balances are reported in real-time for all accounts. Other accounts may be added as needed by the University. The FI must be able to establish a similar account structure as outlined above. A market competitive annual percentage yield (APY) is required on all account balances. All minimum account services required must be installed and operating on or before March 1, 2026 unless otherwise negotiated and agreed to in writing.

1. Describe your account structure options and your ability to establish the aforementioned account structure.
2. The USA PATRIOT ACT excludes governmental agencies from the definition of a 'customer' (31 CFR 1020.315(b)(1) through (4)) and exempts us from Customer Identification Procedure (CIP) requirements. Due to this, we do not provide state employee's personal information such as SSN or DOB. How do you accommodate the CIP exemption to establish the University Treasurer as the signer on the account(s)?

3.2.2. BANKING PLATFORM

The University requires a dynamic, online banking platform. The platform must allow entitled users the ability to complete actions including, but not limited to, manage users, establish entitlements, transmit wires, research transactions, review activity, manage fraud prevention services, establish stop payments, cancel check issues, and create and manage report/statement distribution lists. The University also requires entitled users to use a mobile device or physical token for multi-factor authentication (MFA) to access the banking platform and for wire authorization.

1. Describe your online banking platform and the ability to meet the above University requirements.
2. Describe the administrator management capabilities of your online banking platform. Can users be entitled as an administrator or general user?
3. Describe the dual control/authorization functionality of your banking platform.

3.2.3. ACCOUNT RELATIONSHIP MANAGER(S) / CUSTOMER SERVICE

1. Provide an account manager who is knowledgeable of commercial cash management products and technologies, available to respond in a timely manner to the University inquiries, and is regularly attentive to the University's account(s). The account manager must have experience with complex government or corporate accounts, and the authority to resolve potential account issues.
2. Provide a point of contact or customer service representative who is attentive to the University's account(s) and familiar with the University's business requirements as

outlined in this RFP. At a minimum, the representative(s) should be available from 8:00 A.M., to 5:00 P.M., Pacific Time each business day. This point of contact will be responsible for resolving day to day processing issues on the University's account(s).

3. Provide either same-day resolution for problems pertaining to the University's accounts or assign the appropriate resources and provide daily status updates if same-day resolution is not achieved.

3.2.4. PHYSICAL BRANCH

The University requires the FI to have a physical branch located in Spokane County. The University also requires the FI to allow University employees and students the ability to cash University issued checks at a local branch free of charge.

1. Describe your physical branch locations in Spokane County.
2. Confirm if you will allow University employees and students the ability to cash University issued checks at a local branch free of charge.

3.2.5. PHYSICAL DEPOSITS (CHECK/COIN/CURRENCY) AND CURRENCY DELIVERY

1. The University has two (2) centralized deposit locations – one on the EWU Cheney campus at 202 Sutton Hall, Cheney, WA 99004 and one on the EWU Spokane campus at 310 N Riverpoint, Spokane, WA 99201. Currently, the University uses Loomis for armored courier services (contract is negotiated by the current partner FI on behalf of the University). The FI must be able to provide armored courier services directly or negotiate a contract on behalf of the University with an armored courier services entity for deposit pickup and change fund orders with service available each business day of the week. The University reserves the right to negotiate directly with an armored courier services entity, and the FI must be able to accommodate delivery to its vault.
 - A. Do you provide armored courier services directly for deposit pickup and change fund orders as outlined above? If so, please describe the process for establishing this service.
 - B. Are you able to negotiate a contract with an armored courier services entity on behalf of the University for deposit pickup and change fund orders as outlined above? If so, please describe the process for establishing this service.
 - C. Describe your procedure for ordering currency. Preference will be given for electronic or automated solutions.
2. To facilitate investment decisions and reconciliation the University needs to understand the timing of when deposits are credited to the account. Discuss the timing of when deposits will be credited to the account. Preference will be given for same-day credit to the University's account.
3. Describe your method to accept delivery of deposits from the University centralized deposit locations. Include your procedures to ensure that:
 - A. All deposits are accounted for and safeguarded
 - B. All deposits are processed under dual control

4. Describe all deposit preparation requirements. Include information on deposit supply requirements and deposit maximums (i.e. number of checks per deposit), if any.
5. Deposit discrepancies will be communicated to the University within two (2) banking days of the adjustment posting to the accounts. Describe your method(s) of communicating adjustments and provide any applicable samples.
6. Describe your procedures for ordering deposit supplies including tamper resistant poly bags, deposit slips, endorsement stamps, etc. Please note all pricing must be disclosed on **Exhibit B - Fee Questionnaire**.
7. Occasionally, the University may receive items drawn on a foreign bank in a foreign currency. Provide deposit instruction for these items.
8. Provide notification to the University of all deposited items returned as unpaid within one banking day of the adjustment to the University's account. Notification must at a minimum include: original deposit date, deposit amount, reason for return and an image or copy of the front and back of the original item.
 - A. Describe your notification process. Preference will be given to automated or electronic solutions.
 - B. Provide a sample of your returned item notification(s).
9. Upon request, provide the University the original deposited item or an Image Replacement Document (IRD) for the original deposited item. These requests may occur up to two years after the expiration or termination of the Agreement. Describe your process and associated timeframes for supplying these items.
10. Provide cutoff times for deposits delivered by armored courier to branch and/or cash processing facilities.
11. Provide online access to images of deposited items. Specify how long these items are available in your online system.
12. Provide your float schedule for deposited items. Specify if different float schedules are applied to deposited physical items, items deposited by Image Cash Letter (ICL) or items deposited by Remote Deposit Capture (RDC).

3.2.6. IMAGE CASH LETTER DEPOSITS AND REMOTE DEPOSITED CHECKS

1. Describe if you will be able to accommodate ICL and RDC services. If so, describe your standard processing requirements for receiving and posting an ICL file or RDC submission created by the University.
2. Describe your standard RDC equipment for boarding new RDC locations and/or conversion. All associated costs must be outlined in **your proposed fee schedule**.
3. Describe the online reporting available in your RDC product. Provide samples and screen shots as appropriate.
 - A. Are the reports available for download or export? Include all formats available (i.e. XML, BAI2, CSV etc.)
4. Describe your ICL and RDC acknowledgement and rejected item notification process. Preference will be given to automated or electronic solutions.
5. Provide the cutoff time for ICL and RDC transmissions to receive same-day credit for the deposits.

3.2.7. CHECK PROCESSING

Checks are issued by the University from the following departments: Accounts Payable, Payroll, and the Bursar's Office. For Accounts Payable, Payroll, and the Bursar's Office, daily batches are created in Banner Finance (product of Ellucian) and processed using IntelCheck (product of Evisions). Positive pay services are used for all checks issued with check issue information provided to the current FI either through file transmission or manual entry.

1. Describe your ability to accommodate the current check processing software used by the University.
2. Provide check format requirements along with applicable examples.
3. Describe if your online portal provides the ability to research issued checks, cancel check issues, and place stop payments.
4. Describe your process to update the check issue files daily via file transmission and manual entry.

3.2.8. AUTOMATED CLEARING HOUSE (ACH) SERVICES

The University originates ACH using two (2) unique Company ID numbers. Daily batches are created in Banner Finance and processed using IntelCheck and UC4 (product of Automic Software). Through the aforementioned software, the University creates a National Automated Clearing House Association (NACHA) formatted file which is transmitted to the Originating Depository Financial Institution (ODFI) for processing in the ACH Network.

The majority of the ACH files settle to the University's main Operating Account and Payroll Account. Settlement for ACH must be at the file level and post as separate line items for ACH Credit and ACH Debit totals, including ACH Returns.

1. Describe your ability to accommodate the current ACH processing software used by the University.
2. The University uses secure file transmissions to transmit ACH information to the FI. Describe your file transmission process and the compatibility with the University systems.
3. Provide a brief description of your services as an ODFI and Receiving Depository Financial Institution (RDFI). Include information pertaining to dedicated customer service representatives for the University's ACH origination, if offered, and communication process for issues affecting the origination of the University's files.
4. Describe any file format requirements that vary from standards described in the 2025 NACHA Operating Rules and Guidelines. Note any Standard Entry Class (SEC) Codes not supported as part of your ACH origination services.
5. Describe your file format validation and notification procedures for files that are improperly formatted. Include information on the monitoring of files suspected of being a duplicate of a previously received file.

6. Describe the security procedure(s) offered for the University to confirm the authenticity of transmitted files and authorize them to be forwarded to the ACH Operator for processing.
7. Describe automated products/procedures offered to confirm successful transmission of the University's ACH files.
8. The University may transmit ACH Files with ACH Credit Entries more than two banking days in advance of the Effective Entry Date and/or ACH Debit Entries more than one banking day in advance of the Effective Entry Date. Describe your ability to accept, hold and distribute these entries to the ACH Operator in accordance with the NACHA Operating Rules and Guidelines.
9. Describe your ACH Return and Notification of Change (NOC) reporting and notification options. Preference will be given to NACHA formatted data transmissions.
10. Occasionally the ODFI will receive a return for an older ACH entry. Describe your ability to accept ACH Returns that fall outside the standard NACHA time frames. Describe your process for reporting these returns and provide samples of documentation/reports.
11. During implementation of a new ACH application the University may require sample ACH Returns and NOCs from the test data used to validate the application's file format. Describe your process for supplying sample ACH Returns and NOCs during implementation.
12. RDFIs and Receivers that have questions about ACH transactions originated by the University may contact the ODFI for the University's contact information. Describe your ability to direct inquiries to the University's contacts in a timely manner.
13. The University looks to our FI partner to inform us of updates and changes to the ACH Rules. Describe your process for communication of ACH Rule changes and any education you offer.
14. Describe products and services available to provide account validation in compliance with NACHA's Supplementing Fraud Detection Standards for WEB Debits rule effective March 19, 2021.

3.2.9. WIRE TRANSFER SERVICES

The timely disbursement of funds through wire transfer is critical to the University. The University initiates one-time and recurring domestic and foreign wires using the current FI's online system. If the University has a payment that cannot be processed on the online system or during times of service disruption, the University initiates wires through a call to the current FI's wire department. To mitigate risk, the University employs security features such as dual control and MFA.

1. Describe your online system. Provide cutoff times for wires to be finalized same-day. Include screen shots and samples as appropriate.
2. The University has wire transactions that regularly exceed one million dollars. Describe your system's ability to handle these transactions. Include if you require special handling; i.e., split transactions, special notification, etc..

3. Many of the wires the University initiates are recurring. Describe your online system's procedure for the creation of templates for recurring wires. Include your security requirements for template creation and maintenance; i.e., dual control. Provide examples as necessary.
4. Describe your backup wire process when the online system is unavailable. Include cutoff times for this backup process.
5. The University currently remits regular federal tax payments via a service associated with the current FI partner. Tax types include, but are not limited to, 94105, 09455, 10425, and 99046. Do you have a similar service dedicated to tax payments? If so, include your cutoff times for such tax payments. Provide samples and screenshots as appropriate.
6. The University occasionally sends wires in foreign currencies. Describe your process for sending FX Wires and how the exchange rate is calculated and applied.
7. The University uses on-demand and scheduled reports detailing daily outgoing and incoming wire transfers. Describe your ability to provide near real time reporting for wire activity.
8. Describe your ability to receive domestic and foreign wire transfers and the reporting for these transactions.

3.2.10. REPORTING REQUIREMENTS – ONLINE REPORTING

Accurate and timely reporting of the University's banking activity is essential. The FI's online reporting system is used to create on-demand and scheduled reports/statements for current and previous day activity.

1. The University uses online reporting for daily reconciliation, to mitigate risk, to make investment decisions and to research account activity. The University requires the ability to run on-demand reports and schedule reports, including but not limited to, reports related to wire activity, ACH activity, returned items, balance history, payment activity, deposit activity, and all account activity. Describe your online reporting system. Include both your current day and previous day reporting capabilities and provide sample reports. How long is account history available online for the following reporting (i.e. 90 days, 6 months, etc.):
 - A. Current Day
 - B. Previous Day
 - C. Image Access (checks paid, vault check deposits, returned items, etc.)
2. The University requires the ability to run on-demand statements and schedule statements, including but not limited to, statements related to account analysis, account reconciliation, ACH activity, monthly account statements, and EDI remittance advice. Describe the statement options available. The University requires a monthly account statement of all activity in each account. Describe your monthly account statement options (electronic, paper, etc.) and when statements will be available.
 - A. Paid checks must be sorted in numerical sequence with the date paid and amount for each check.

- B. Account statement must be itemized and include beginning balance, all deposits and other credits, all withdrawals and other debits, all checks paid, all service fees, and the ending balance.
- 3. For inquiry purposes, the University finds it useful to have a listing of all checks associated with a deposit listed in the order the checks were deposited. Describe the deposit item reporting you provide.
- 4. The University relies on the addenda record(s) that accompany their ACH entries to identify and post the item to the correct account. Some ACH entries are accompanied by multiple addenda records, up to the maximum 9,999 allowed by NACHA rules. Describe any addenda reporting limitations associated with your online reporting system.
- 5. The University requires the ability to establish alerts related to ACH/check positive pay, check management, information reporting, payments, etc.. Describe your ability to accommodate this.
- 6. Informed investment decisions require real-time balance information including intra-bank transfers. Describe your ability to provide real-time reporting on the University's financial position.
- 7. Timely disbursement of the University's wires is mission critical. The University uses on-demand reports to monitor the status of wire transmissions in near real-time and verify successful transmission. Describe the reporting available to monitor the status of out-going wires.
- 8. The University's treasury department administers the user IDs and entitlements for online system access and account reporting. Describe the administration features of your online system.
- 9. Describe the training that will be provided for the online system.
- 10. Describe your system upgrade process, particularly how potential impacts to business processes are handled, notice to clients and client involvement in the process.

3.2.11. FRAUD PREVENTION SERVICES

Fraud prevention and protecting University assets is of utmost importance. The University requires fraud prevention services including, but not limited to, ACH debit blocks, debit authorizations (ability to manage internally), check payee positive pay, teller positive pay, ACH positive pay, and account validation to verify ACH account owners.

- 1. Describe your ability to provide the above services.
- 2. The University uses secure file transmissions to transmit positive pay information to the FI. Describe your file transmission process and the compatibility with the University systems detailed in Section 3.2.7.
- 3. Provide capability for positive pay verification with daily file transfer.

3.2.12. SOFTWARE AND HARDWARE REQUIREMENTS

- 1. Describe the process to securely exchange data with the University.
 - A. List any software, hardware, or networking requirements to use the process.

- B. Describe redundancy built into your computer systems and telecommunications facilities for the purpose of data exchange.
 - C. What are the procedures to implement an alternative path for data exchange, for both the financial institution and the University?
 - D. What transmission protocols do you support and what is your preferred option(s)?
 - E. Provide what encryption method is used (if any).
2. Describe your process for resolution of business client technical problems of various kinds (telecommunications outages, program errors, missed operations schedules, etc.). What is the established procedure for problem escalation?
 3. Provide an overview of your Business Continuity Planning. Those plans often include alternate processing operations with clients.
 - A. How do you work with clients to prepare for, test and initiate “disaster” alternatives?
 - B. Describe any client instruction manuals, training and test involvement in business continuity plans for various business disruptions.

3.2.13. BANKCARD SERVICES

The University requires the FI to provide bankcard services including, but not limited to, the following:

1. Merchant Services – Enabling the University to accept card payments online, in-person, or via telephone.
2. Payment Processing – Handling transactions between customers, merchants, banks, and card networks (i.e. Mastercard, Visa, Discover, American Express, Electronic Benefits Transfer, Debit).
3. Point-of-Sale (POS) Systems – Hardware and software used to process card payments at physical locations.
4. Fraud Protection and Security – Tools such as encryption and fraud detection to secure transactions.
5. Payment Gateway Services – Online platforms that facilitate e-commerce transactions.
6. Chargeback and Dispute Management – Handling customer disputes and transaction reversals.
 - A. Describe your bankcard services related to 1-6 above.
 - B. The University currently uses Heartland Payment Systems for e-commerce transactions related to tuition and fees, admissions, housing, parking, recreating center, and the University marketplace. Describe your compatibility with this system.

3.2.14. PREPAID CARD SERVICES

The University currently offers the option of receiving employee pay through direct deposit to a prepaid card. The University’s current prepaid product is a Visa

branded card with PIN Debit capabilities. Offering a prepaid card to recipients is seen as an endorsement by the University of the product and its terms. The University's prepaid program should reflect the nature and spirit of a public higher education institution, offering value and convenience to both the University and card recipients at favorable pricing.

The below items pertain to both payroll-related prepaid cards and other prepaid cards the University may implement in the future.

1. Describe your prepaid card product(s) for payroll and/or other payments.
2. Describe your prepaid card product that supports University ownership of the funds loaded on the card.
 - A. Outline the process to return unused balances to the University (if applicable).
 - B. Provide details on the University's ability to limit the types of goods and services that can be purchased using these cards (if applicable).
3. The University employs students participating in Federal and State Work Study programs. Describe any limitations or restrictions loading Federal and State Work Study wages.
4. Recipients of the University disbursements need access to the entire available balance on their card. Describe how the cardholder can withdraw their entire card balance.
5. Provide the complete fee schedule that will be applied to the prepaid card **recipients**. These fees charged to the recipients shall remain in effect for the length of the Agreement. Any fees assessed to the University must be outlined in **your proposed fee schedule**.
6. Controls such as maximum daily debits and credits are in place on the University's current prepaid product. Describe the internal controls available for your prepaid product.
7. Describe your CFPB Disclosure resources and support. Include information on assistance translating disclosures into foreign languages.
8. Describe the Prepaid Card Administrative Tool. Include information on searchable fields such as DOB, SSN, and customer name.
 - A. Describe reporting available through the Admin Tool.
9. Describe cardholder value-added services and features available if not included in a description above.

3.2.15. SYSTEM UPGRADES AND IMPROVEMENTS

1. Describe your basic technology improvement process, particularly how potential impacts to business processes are handled, notice to clients and client involvement in the process.
2. Describe the customer service processes by which you accommodate client requests for customization.

3.2.16. BILLING

The University receives an account analysis detailing the fees incurred over the past month and verifies it for accuracy against the contracted fee schedule. All banking service fees shall be included on the monthly account analyses.

1. Describe your account analysis process. Include your ability to provide multiple accounts on one analysis.
2. Provide samples of your monthly long-form account analysis.
3. Describe your electronic reporting options for your account analysis, include all formats available (i.e. BAI2, CSV, etc.).
4. Describe your process for correcting an inaccurate account analysis.

3.2.17. TRANSITION AND CONVERSION

1. Describe the transition and conversion process you employ. Provide a detailed conversion and transition plan identifying all tasks to be completed and the University employee involvement in each task.
2. What would you estimate to be a reasonable transition period for the University?
3. Describe the team that would be assigned to the transition.
4. What responsibility do you expect the University has in modifying its systems and/or processes to interface with yours?

3.2.18. PARTNER BENEFITS/SPONSORSHIP

The University is committed to the continuous enhancement and diversification of its academic offerings and campus life experiences—including intercollegiate athletics—as part of its broader mission to support student success and institutional vitality. To further these goals, the University actively encourages initiatives and partnerships that foster student engagement and contribute to the enrichment of the University community.

As part of this commitment, the University welcomes strategic collaborations with corporate partners, particularly those able to provide philanthropic or sponsorship support for university programs, activities, and facilities. Such partnerships can play a vital role in expanding student opportunities, improving infrastructure, and advancing the University's strategic objectives.

In recognition of this support, and subject to mutually agreed-upon terms, the University may extend a range of benefits to financial institution (FI) partners and other corporate sponsors. These may include, but are not limited to, marketing visibility, advertising opportunities, facility naming opportunities, and, where appropriate, exclusive service rights. In accordance with EWU Policy 204-04, the University also offers opportunities to name University facilities in recognition of philanthropic contributions. All benefits will be customized to reflect the nature, scope, and value of the partnership and are not guaranteed.

The University retains full discretion to accept all, part, or none of the proposed financial support submitted through this Request for Proposal (RFP), based on its assessment of alignment with institutional priorities, compliance considerations, and long-term strategic value.

1. Please identify the financial support to be offered over the life of the contract. If multiple payments will be made, please identify each planned dollar amount and the timing of such payments.

3.2.19. FUTURE SERVICES

The University reserves the right to partner with the FI for future services not specifically mentioned in Section 3.2 including, but not limited to, alumni affinity cards and student ID/debit cards. The University's right to partner with the FI for future services does not create an obligation of the University to do so, and pursuing future services will be at the sole discretion of the University.

1. Please describe your ability to provide alumni affinity cards and student ID/debit cards in the future.
2. Please list any other services you offer as part of the University and the FI partnership.

SECTION 4: GENERAL INFORMATION

4.1. DEFINITIONS

1. "Agreement" or "Contract" means the Agreement for Banking Services to be entered into by and between the University and the Successful Offeror in substantially the same form as Exhibit A to this RFP.
2. "Apparently Successful Offerors" or "Successful Offerors" means the Offeror(s) selected by the University as entities qualified to perform the anticipated services.
3. "Business Day" means Monday through Friday, 8:00 AM to 5:00 PM, Pacific, except for holidays observed by the University.
4. "Calendar Day(s)" means day reckoned from midnight to midnight.
5. "Contractor" means a Financial Institution awarded a Contract through this RFP.
6. "EWU" means Eastern Washington University
7. "FI" means financial institution.
8. "Offeror" or "Vendor" means any respondent or entity intending to submit or submitting a Response to obtain a Contract.
9. "Proprietary Information" means information owned by the Offeror to which the Offeror claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.
10. "RCW" means the Revised Code of Washington.
11. "Response" or "Proposal" means all information submitted in reply to this RFP, including any additional information requested by or provided to the University.

12. "RFP" means this Request for Proposals, any addendum or erratum thereto, or Offeror's written questions and the respective answers, and any related correspondence that is: (1) addressed to all Offerors, and (2) signed by the University, their designee, or the RFP Coordinator.
13. "State" means the State of Washington.
14. "University" means Eastern Washington University

Additional Contract definitions are provided in Exhibit A of the Sample Contract.

4.2. COMPENSATION AND PAYMENT

The compensation for providing services under this RFP will be based on the fee provided in the Offeror's proposal and based on the rates identified in the resulting contract. The services detailed in the "Services to be Provided" section of this RFP will be the basis for the proposed fee. Front loading of fees is not permitted. In no case will the Contract fee be higher than the fee contained in the proposal.

The fee schedule will apply for the initial six-year period, through February 29, 2032, but will be subject to renegotiation prior to the beginning of each extension period upon terms mutually agreeable to the University and the contracted FI.

In the event the University requests additional services which substantially increases the commitment of time and resources of the contracted FI, the University may negotiate additional fees for such additional services at its discretion. The University reserves the sole right and discretion to approve or disapprove changes in fees and compensation applicable during the "Period of Performance" extension.

The University shall pay the contracted FI for service charges in accordance with the schedule set forth in your proposed fee schedule as incorporated into the Agreement after the University verifies all activity and charges of the Account Analysis invoice. Invoice detail shall include volumes by pricing elements identified in the agreement's pricing schedule, price and amount due. Payments will be made monthly.

SECTION 5: UNIVERSITY RIGHTS

5.1. INFORMATION CLARIFICATION/REJECTIONS

Determination of clarity and completeness in the Responses to any of the provisions in this RFP will be made solely by the University. The University reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.

University reserves the right to reject any or all Responses at any time prior to the execution of a contract acceptable to the University, without any penalty to the University.

5.2. CONTRACT AWARD

The University intends to award a contract to the Apparently Successful Offeror(s) with the best combination of attributes based on the evaluation criteria listed in the “Evaluation Criteria” Section 2.9.2 of this RFP.

The University reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms which the Offeror can propose. There will be no best and final offer procedure. The University does reserve the right to contact an Offeror for clarification of its Response.

The Offeror should be prepared to accept this RFP for incorporation in whole or in part into a Contract resulting from this RFP. Contract negotiations may incorporate some or the Offeror’s entire Response. It is understood that the Response will become a part of the official procurement file on this matter without obligation to the University.

Should the University fail to negotiate a Contract with an Apparently Successful Offeror, the University reserves the right to negotiate and contract with the next most qualified Offeror. Should an Apparently Successful Offeror fail to execute a Contract in substantially the same form as Exhibit A within four weeks of notification as the Apparently Successful Offeror, the University may withdraw the award from that FI and contract with the next most qualified Offeror.

5.3. PUBLICITY

No informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this project may be released by the Apparently Successful Offerors without obtaining prior written approval from the University.

5.4. WAIVERS

The University reserves the right to waive specific terms and conditions contained in this RFP.

It shall be understood by Offerors that the information provided is predicated upon acceptance of all terms and conditions contained in this RFP unless the Offeror has obtained such a waiver, in writing, from the University prior to submission of any requested information. Any waiver, if granted, will be granted to all Offerors.

SECTION 6: MISCELLANEOUS TERMS AND CONDITIONS

6.1. SUCCESSFUL OFFEROR NOTIFICATION

On or about the date specified in Section 2.3, “Schedule of Procurement Activities,” of this RFP, a letter indicating whether the Offeror was selected as the “Apparently Successful Offeror” will be emailed to each Offeror who submitted a Response, in accordance with the procedures specified in this RFP.

6.2. COMPLAINT PROCESS

Pursuant to RCW 39.26.170, the complaint process allows Proposers to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow EWU to correct a problem before Proposals are submitted and time expended on evaluations. Complaints may be made only by Contractors who intend to submit a response to the solicitation. Complaints filed on the day solicitation responses are due shall be reviewed and considered if time permits. Complaints that do not follow these procedures shall not be considered.

The complaint process will meet the following minimum requirements:

1. Proposers will be given an opportunity to submit a complaint to EWU based on any of the following:
 - A. The solicitation unnecessarily restricts competition;
 - B. The solicitation evaluation or scoring process is unfair or flawed; or
 - C. The solicitation requirements are inadequate or insufficient to prepare a response.
2. Proposers will be allowed to submit complaints up to 5 business days prior to the bid response deadline. Complaints must meet the following requirements:
 - A. Must be in writing.
 - B. Must be sent to the RFP Coordinator, or designee.
 - C. Should clearly articulate the basis for the complaint.
 - D. Should include a proposed remedy.
3. The RFP Coordinator or designee will respond to complaints in writing. The RFP Coordinator will consider all available facts and provide a response to the Proposer. The response will include the decision, how the review was conducted and the basis upon which a decision was made.
4. The response to complaints including any changes to the solicitation will be posted as an amendment on WEBS.

5. The EWU Director of Procurement and Contracts will be notified of all complaints and provided a copy of the response.
6. The complaint may not be raised again during the protest period.
7. The complaint process does not include an appeal process. This complaint procedure constitutes the sole administrative remedy available to Proposers under this solicitation.

6.3. PROTEST PROCEDURE

Pursuant to RCW 39.26.170, the protest process occurs after the Proposals are submitted and evaluated. This allows Proposers to focus on the evaluation process to ensure its integrity and fairness. Protests can raise issues related to the evaluation process as set out in the solicitation or how the process was executed. This allows for evaluation process errors and problems to be corrected before a Contract is executed. Protests that do not follow these procedures shall not be considered.

The protest process will meet the following requirements:

1. After the announcement of the Apparent Successful Contractor, Contractors will be offered a debriefing upon written request.
2. Contractors will be given 3 business days after the Apparent Successful Contractor is announced to request a debriefing.
 - A. Discussion at the debriefing conference will be limited to the following:
 - i. Evaluation and scoring of the Contractor's Proposal;
 - ii. Critique of the Proposal based on the evaluation;
 - iii. Review of Contractor's final score in comparison with other final scores without identifying the other Contractors.
 - B. Comparisons between Proposals or evaluations of the other Proposals will not be allowed.
 - C. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.
3. Contractors are required to participate in a debriefing as a prerequisite for submitting a protest.
4. Contractors will be given 5 business days after their debriefing to file a written protest.
5. The protest process will allow Contractors an opportunity to submit a protest based only on the following:
 - A. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
 - B. Errors in computing the scores; or
 - C. Non-compliance with procedures described in the solicitation document or EWU protest process.

6. Protests are to be submitted to the EWU Director of Procurement and Contracts and the RFP Coordinator.
7. A written response within 10 business days from receipt of the protest, unless additional time is needed. The protesting Contractors shall be notified if additional time is needed.
8. The final determination of the protest shall:
 - A. Find the protest lacking in merit and uphold EWU's action; or
 - B. Find only technical or harmless errors in EWU's acquisition process and determine EWU to be in substantial compliance and reject the protest; or
 - C. Find merit in the protest and provide EWU options which may include:
 - i. Correct the errors and re-evaluate all Proposals, and/or
 - ii. Reissue the solicitation document and begin a new process, or
 - iii. Make other findings and determine other courses of action as appropriate.

The protest decision is final. If a protesting Contractor does not accept the protest response, the Contractor may try to seek relief from superior court. If EWU determines that the protest is without merit, EWU will enter into a Contract with the Apparent Successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

6.4. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the University encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of OMWBE participation will be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

6.5. GENERAL CONTRACT TERMS AND CONDITIONS

A contract may result between the University and the successful Offeror from this procurement process. Exhibit A of this RFP contains the special and general terms and conditions that shall be agreed to.

The submission of a Response constitutes acceptance by the Offeror of the special and general terms and conditions.

The University's intent is to have the sample contract in Exhibit A accepted as presented without material changes. It is strongly recommended that your firm's legal counsel review the attached contract. If your firm is unwilling or unable to accept the terms of the contract set forth, you must identify your concerns in a cover letter that is to accompany your Certifications and Assurances set forth in Exhibit G, and must include a red-line markup of Exhibit A outlining proposed changes. However, the University reserves the right at its sole discretion to approve or disapprove changes to the contract.

EXHIBIT A: SERVICES CONTRACT FORMAT

SERVICES CONTRACT

This Contract is made and entered into by and between Eastern Washington University (“EWU”), located at 526 5th St, Cheney, WA 99004 and the below named firm (“Contractor”).

Name:
Address:
City, State, Zip:

Email:
Phone:
Fax:

EWU and Contractor may be individually referred to as “Party” or collectively referred to as “Parties.”

PURPOSE

The purpose of this Contract is to (enter detailed description of the Contract purpose).

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part thereof, EWU and Contractor mutually agree as follows:

1. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between EWU and Contractor, and specific obligations of both Parties.
- B. Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and as included in EWU’s Request for Proposals (RFP) #[INSERT NUMBER] (Exhibit B), Contractor’s Proposal dated [INSERT DATE] (Exhibit C), and in this Contract. The RFP and its attachments, as well as Contractor’s Proposal, are herein incorporated as terms of this Contract. Specifically, Contractor will:
 - i. Identify all tasks, work elements and objectives of the Contract, and timetables by which major parts of the work are to be completed.
- C. Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:
 - i. Identify all written reports or other written documents (deliverables) of the Contract, and dates by which these reports or documents are to be completed.

All written reports required under this Contract must be delivered to the Contract Administrator in accordance with the schedule above.

- D. Guarantee of Volumes: Since transaction volumes may be impacted by new technology or legislative changes, EWU cannot guarantee transaction volumes over the life of this Contract. The Contractor agrees the transaction volumes provided in the RFP are not guaranteed over the life of the Contract.
- E. If the Contractor does not meet the specified requirements as detailed above for this Scope of Work, and EWU incurs lost opportunity costs, the Contractor shall be required to negotiate a settlement with the EWU Contract Administrator for an appropriate reduction in charges and/or compensation for lost opportunity costs. Lost opportunity compensation shall be calculated using the effective Federal Funds Rate times the total amount of the funds that were not available to EWU for investment on a per day basis. Compensation shall be paid through a credit to the accounts unless otherwise negotiated.

2. PERIOD OF PERFORMANCE

- A. The period of performance under this Contract will be from [INSERT START DATE] or date of execution, whichever is later, through [INSERT END DATE], unless sooner terminated or extended as provided herein.
- B. From the date of execution until March 1, 2026, EWU and Contractor shall complete all necessary work for EWU to transition from its current banking services provider to Contractor. Contractor shall be fully prepared to begin providing the services requested in the RFP no later than March 1, 2026.
- C. EWU reserves the right at its sole option to extend the Contract for [INSERT NUMBER] additional [INSERT NUMBER]-year periods; not to exceed a total of [INSERT NUMBER] years ending [INSERT DATE].

3. COMPENSATION

- A. Total compensation payable to Contractor for satisfactory performance of the work under this Contract shall not exceed \$[INSERT AMOUNT]. Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded.
- B. Contractor's compensation for services rendered shall be based on the rates Contractor provided in the attached Fee Table, which is attached hereto as Exhibit D
- C. Contractor's fees shall be fixed for the initial six-year term. Upon the execution of any amendment to extend this Contract, the parties shall mutually agree on any amendments to the Fee Table.
- D. Contractor is required to collect and pay Washington State sales and use taxes, as applicable. Contractor is also required to pay all necessary taxes of any foreign country where they do business, as well as any necessary taxes, premiums, licenses, and permits necessary to do business in the United States and the State of Washington.
- E. Contractor is responsible for all costs incurred in performing services under this Contract, including, but not limited to, certifications, training, telephone, internet, computer, and copying costs. Contractor will not be reimbursed or paid for any

miscellaneous, routine overhead expenses incurred in the normal process of performing services under this Contract such as, but not limited to, telephone costs, mail, clerical supplies, computer, copying, fax, and transportation.

- F. Reimbursable Expenses. If, at EWU's written request, Contractor is required to travel to the EWU campus, EWU may reimburse Contractor for travel costs under this provision. Travel within a 50-mile radius of EWU is not a reimbursable expense. Travel between a 50- and 350-mile radius may be negotiated as an additional service at not greater than the current state rate set by the Office of Financial Management, <http://www.ofm.wa.gov/policy/10.htm>. Any cost reimbursement for travel beyond the 350-mile radius requires written justification and prior approval from EWU. Per Diem rates shall be in accordance with current Washington State Office of Financial Management's Guidelines. Contractor must follow EWU protocols and procedures for requesting travel reimbursement. The maximum amount to be paid to Contractor for authorized expenses shall not exceed \$[INSERT AMOUNT], which amount is included in the Contract total above.

4. BILLING PROCEDURES AND PAYMENT

- A. EWU will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Administrator not more often than monthly.
- i. NOTE: Payment can also be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Contract, payment at conclusion of the Contract, etc.
- B. The invoices shall describe and document to EWU's satisfaction a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract reference number C00XXXX.
- C. Contractor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of \$50.00 or more when requesting reimbursement.
- D. Payment shall be considered timely if made by EWU within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by Contractor.
- E. EWU may, in its sole discretion, terminate the Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- F. No advance payment shall be made for the products and services furnished by Contractor under this Contract.

5. CONTRACT MANAGEMENT

- A. EWU will appoint a single point of contact that will be the Contract Administrator for this Contract and will provide Contract oversight. The Contract Administrator will be the principal contact for Contractor for business activities under this Contract. EWU will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.
- B. Contractor shall:

- i. Competently and efficiently supervise and coordinate the implementation and completion of all Contract requirements specified herein.
- ii. Identify Contractor's Authorized Representative, who will be the principal point of contact for EWU concerning Contractor's performance under this Contract.
- iii. Immediately notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this Contract.
- iv. Be bound by all written communications given to or received from Contractor's Authorized Representative.

6. SUBCONTRACTING

- A. Contractor may, with prior written permission from the EWU Contract Administrator, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to EWU for any breach in the performance of Contractor's duties or obligations. For purposes of this Agreement, Contractor agrees that all Subcontractors shall be held to be agents of Contractor; Provided, that Subcontractors shall not have the right to amend this Agreement or make any other binding commitment on Contractor. Contractor shall be liable for any loss or damage to EWU, including but not limited to personal injury, physical loss, harassment of EWU employees, or violations of applicable Sections of this Agreement occasioned by the acts or omissions of Contractor's Subcontractors, their agents or employees.
 - B. Contractor is solely responsible and liable for ensuring that the applicable terms and conditions set forth in this Contract are incorporated into any partnering or subcontracting relationships with other entities for Work related to this Agreement. Liability includes management responsibility and quality assurance for Work performed and financial responsibility for payments to and by partner organizations or Subcontractor to others.
 - C. For Work to be performed for EWU, EWU reserves the right to reject any of Vendor's employees, suppliers, or Subcontractors with due cause. Any and all costs or expenses associated with replacement of any person or entity shall be borne by Contractor.
 - D. Contractor shall not assign or subcontract Contractor's obligations under this Contract to another financial institution without the prior written consent of EWU.
7. INDEPENDENT AUDIT – The Contractor shall annually provide a copy of its Independent Service Auditors Report prepared in accordance with attestation standards established by the American Institute of Certified Public Accountants for services provided in a Banking Services capacity to the EWU Contract Administrator. Contractor shall provide the annual independent audit report within 30 calendar days of the anniversary date of this Contract.

8. LEGAL NOTICES - Any notice or demand or other communication required or permitted to be given under this Contract or applicable law will be effective only if it is in writing and signed by the applicable Party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the Parties at the addresses, email addresses, and fax numbers below.

CONTRACTOR

Contact Name

Contact Title

Address

City, State, Zip

EWU

[INSERT NAME]

Contracts Specialist 2

218 Tawanka Hall

Cheney, WA 99004-2456

Email:

Email: contracts@ewu.edu

Phone:

Phone: (509) 359-2253

Fax:

Fax: (509) 359-7984

Notices will be effective upon receipt. The notice address as provided herein may be changed by written notice given as provided above.

9. INSURANCE

EWU expects Contractor to have all industry standard insurance as would normally be carried by a banking services provider. The Contractor to furnish EWU with a certificate(s) of insurance executed by a duly authorized representative of each insurer, shoring compliance with the insurance requirements set forth below. This includes FDIC coverage, if appropriate.

A. General Requirements

- i. Contractor shall, at its own expense, obtain and keep in force insurance as follows during the Period of Performance of this Contract. Upon request, Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to EWU that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, may, at EWU's sole option, result in this Contract's termination.
- ii. Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- iii. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by EWU.

B. Specific Requirements

- i. Commercial General Liability Insurance: Contractor shall at all times during the Period of Performance of this Contract, carry and maintain commercial general liability insurance and, if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against EWU for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	\$2 million
Products-completed operations aggregate	\$2 million
Personal and advertising injury aggregate	\$1 million
Each occurrence (applies to all of the above)	\$1 million
Fire damage limit (per occurrence)	\$50,000
Medical expense limit (any one person)	\$5,000

- ii. Professional Liability (Errors and Omissions) Insurance: Limits of liability shall not be less than \$1 million per claim and \$2 million annual aggregate.
- iii. Business Auto Policy: In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1 million per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against EWU for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- iv. Employer's Liability (Stop Gap): Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employer's Liability insurance with a limit of no less than \$1 million. EWU will not be held responsible in any way for claims filed by Contractor or their employees for services performed under the terms of this Contract.
- v. Cyberliability Insurance: See Exhibit E for details.

C. Additional Insurance Provisions

All above insurance policies shall include, but not be limited to, the following provisions:

- i. Additional Insured: EWU shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.
- ii. Notice of Policy Cancellation/Non-Renewal
 - 1. For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner), a written notice shall be given to EWU's Risk Manager or designee 45 calendar days prior to cancellation or any material change to the policy as it relates to this Contract. Written notice shall include the affected Contract reference number.
 - 2. For insurers subject to Chapter 48.15 RCW (Surplus Lines), a written notice shall be given to EWU's Risk Manager or designee 20 calendar days prior to cancellation or any material change to the policy or policies related to this Contract. Written notice shall include the affected Contract reference number.
 - 3. If cancellation on any policy is due to non-payment of premium, a written notice shall be given to EWU's Risk Manager 10 calendar days prior to cancellation. Written notice shall include the affected Contract reference number.
- iii. Identification: Policies and certificates of insurance shall include the affected Contract reference number.
- iv. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A-Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by EWU's Risk Manager, by submitting a copy of the Contract and evidence of insurance

before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 of the Washington Administrative Code (WAC).

- v. Excess Coverage: The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.
- vi. Limit Adjustments: EWU reserves the right to increase or decrease limits as appropriate.

D. Industrial Insurance Coverage: Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, EWU may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor.

10. ASSURANCES - EWU and Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.
11. ORDER OF PRECEDENCE - Each of the exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
 - A. Applicable federal and State of Washington statutes and regulations
 - B. Special Terms and Conditions as contained in this Contract
 - C. Exhibit A – General Terms and Conditions
 - D. Exhibit E- Data Sharing Agreement
 - E. Exhibit D – Fee Table
 - F. Exhibit B – EWU’s RFP # [INSERT NUMBER]
 - G. Exhibit C – Contractor's Proposal dated [INSERT DATE]
 - H. Any other provision, term or material incorporated herein by reference or otherwise incorporated
12. ENTIRE AGREEMENT - This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the Parties. No other statements or representations, written or oral, shall be deemed a part hereof.
13. CONFORMANCE - If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
14. ELECTRONIC SIGNATURES - A manually signed copy of this Contract, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

15. APPROVAL - This Contract shall be subject to the written approval of EWU’s authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both Parties.

THIS CONTRACT, consisting of [INSERT NUMBER] pages and [INSERT NUMBER] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the Contract.

CONTRACTOR NAME

Eastern Washington University

Signature
Date

Signature Date

Name

Name

Title

Title

SERVICES CONTRACT EXHIBIT A: GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS** - As used throughout this Contract, the following terms shall have the meaning set forth below:
 - A.** EWU shall mean Eastern Washington University, any division, section, office, unit or other entity of EWU, or any of the officers or other officials lawfully representing EWU.
 - B.** Agent shall mean the Vice President of Business & Finance or assigned delegate authorized to act on behalf of EWU.
 - C.** Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of Contractor.
 - D.** Subcontractor shall mean one not in the employment of Contractor, who is performing all or part of those services under this Contract under a separate contract with Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
 - E.** Confidential Information means information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 of the Revised Code of Washington (RCW) or other state or federal law. Confidential Information includes, but is not limited to, personal information as defined in RCW 19.255.010 and RCW 42.56.590, names, addresses, Social Security numbers, email addresses, telephone numbers, student educational records as defined in the Family Educational Rights and Privacy Act, financial profiles, credit card information, consumer information as defined in 16 C.F.R. § 682.1, driver's license numbers, protected health information as defined in 45 C.F.R. Parts 160 and 164, law enforcement records, EWU source code or object code, EWU security data, IP addresses, log-on user identification information, configuration parameters, or any information identifiable to an individual that relates to any of the types of information listed above.
2. **ACCESS TO DATA** - In compliance with RCW 39.26.180, Contractor shall provide access to data generated under this Contract to EWU, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Contractor's reports, including computer models and methodology for those models.
3. **ADVANCE PAYMENT PROHIBITED** - No advance payment shall be made for the products and services furnished by Contractor under this Contract.
4. **AMENDMENTS** - This Contract may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.
5. **AMERICANS WITH DISABILITIES ACT (ADA)** - Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the

areas of employment, public accommodations, state and local government services, and telecommunications.

6. **ASSIGNMENT** - Contractor shall not assign or otherwise transfer its obligations or any claim arising under this Contract without the prior written consent of EWU. Such consent will not be unreasonably withheld. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to assign or otherwise transfer its obligations under this Contract. Violation of this provision may be considered a material breach and be grounds for Contract termination. Assignment or transfer of Contract shall not relieve the Contractor from its responsibilities and obligations under the Contract.

7. **ATTORNEYS' FEES** - In the event of litigation or other action brought to enforce Contract terms, each Party agrees to bear its own attorney fees and costs.

8. **CONFIDENTIALITY/DATA PRACTICES/SAFEGUARDING OF INFORMATION**
Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. The terms and conditions under which this Confidential Information must be transmitted, stored, and maintained are contained in Exhibit E (Data Sharing Agreement).

To the extent consistent with Chapter 42.56 RCW, the Public Records Act, EWU shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a public records request is made to view Contractor's proprietary information, EWU will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, EWU will release the requested information on the date specified. EWU's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as EWU retains Contractor's information in EWU records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

9. **COVENANT AGAINST CONTINGENT FEES** - Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by Contractor for securing business.

EWU shall have the right, in the event of breach of this clause by Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

10. **DISALLOWED COSTS** - Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES - Except as otherwise provided in this Contract, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with Agent.

- A.** The request for a dispute hearing must:
 - i.** Be in writing;
 - ii.** State the disputed issue(s);
 - iii.** State the relative positions of the Parties;
 - iv.** State Contractor's name, address, and Contract number; and
 - v.** Be mailed to the Agent and the other Party's (respondent's) project manager within three working calendar days after the Parties agree that they cannot resolve the dispute.
- B.** The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five (5) working calendar days.
- C.** The Agent shall review the written statements and reply in writing to both Parties within ten (10) working days. The Agent may extend this period if necessary by notifying the Parties.
- D.** The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

12. DUPLICATE PAYMENT- EWU shall not pay Contractor, if Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

13. FORCE MAJEURE

- A.** The term "force majeure" means an occurrence that is beyond the control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.
- B.** Neither Party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such Party's performance of this Contract is prevented by reason of force majeure.
- C.** If either Party is delayed by force majeure, said Party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed Party from performing in accordance with this Contract.
- D.** EWU reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the

best available source during the time of force majeure, and Contractor shall have no recourse against EWU.

14. **GOVERNING LAW** - This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Spokane County.

15. **INDEMNIFICATION/HOLD HARMLESS** - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless EWU, and all officials, agents and employees of EWU, from and against all claims for bodily injury, death or damage to property arising out of or resulting from the performance, or failure of performance, of this Contract. "Claim," as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless EWU for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform the Contract. Contractor shall be required to indemnify, defend, and hold harmless EWU only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of Contractor, its agents, employees, representatives, or any Subcontractor or its employees.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless EWU and its agencies, officials, agents or employees.

16. **INDEPENDENT CAPACITY OF CONTRACTOR** - Nothing contained in this Contract is intended to create, nor shall it be construed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Contract. This Contract is not intended to create a relationship of agency, representation, joint venture, or employment between the Parties. Nothing herein contained shall prevent any of the Parties from entering into similar arrangements with other parties. The Parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of EWU. Contractor will not hold himself/herself out as or claim to be an officer or employee of EWU or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

17. **LICENSING, ACCREDITATION AND REGISTRATION** - Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

18. **LIMITATION OF AUTHORITY** - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Agent.

19. **MWBE & VOB PARTICIPATION**

A. Contractor shall furnish a statement with each invoice for payment, on a form designated by EWU, of the actual dollars earned by each certified and self-identified Minority & Women Owned Business Enterprises ("MWBE") and Veteran Owned Business ("VOB"), firm, either certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE), Washington State Department of Veterans Affairs (DVA), or self identified, utilized and the totals earned in each category.

20. **NONDISCRIMINATION** - The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed/religion, color, national origin, citizenship or immigration status, marital or familial status, sex, sexual orientation, gender identity, pregnancy, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as "protected veterans") or the presence of any sensory, mental, or physical disability. To the extent applicable, Contractor shall employ, advance in employment, and otherwise treat qualified individuals without discrimination based on their status as a protected class in all employment practices. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training.

B. Contractor shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, protected veteran status, or the presence of any sensory, mental, or physical disability. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.

C. Contractor shall send to each labor union, employment agency, or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to this Contract and Chapter 49.60 RCW.

D. Contractor shall include the provisions of the foregoing paragraphs A and B in every sub-agreement or purchase order for the goods or services which are the subject matter of this Contract.

E. In the event of non-compliance or refusal to comply by Contractor with any of these non-discrimination provisions or any nondiscrimination law or regulation, EWU shall have the right, at its option, to rescind, cancel, or terminate this Contract in whole or in part, and Contractor may be declared ineligible for further contracts with EWU. Contractor shall be given notice of its noncompliance and a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. In the event this Contract is terminated under this provision, EWU shall be entitled to pursue the same remedies against Contractor and pay the same amount for services rendered as set forth in section 30 of this Contract governing Termination for Cause.

21. OWNERSHIP/RIGHTS IN DATA - EWU and Contractor agree that all data and work products (collectively called "Work Product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by EWU. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulas, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such work product.

If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to EWU the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Contractor shall execute all documents and perform such other proper acts as EWU may deem necessary to secure for EWU the rights pursuant to this section.

Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of EWU. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), shall be transferred to EWU with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise EWU at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. Contractor agrees to obtain, at its own expense,

express written consent of the copyright holder for the inclusion of Preexisting Material. EWU shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract. EWU shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

22. **PUBLICITY** - Contractor agrees to submit to EWU all advertising and publicity matters relating to this Contract wherein EWU's name is mentioned or language used from which the connection of EWU's name may, in EWU's judgment, be inferred or implied. Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of EWU.
23. **RECORDS MAINTENANCE** - Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to MWBE and VOB participation, protection and use of EWU's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Records of Contractor's payroll and reimbursable expenses pertaining to this Contract shall be kept on a generally recognized accounting basis, shall be available to EWU or its authorized representatives at mutually convenient times. Contractor shall retain such records for a period of six (6) years following the date of final payment. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by EWU, personnel duly authorized by EWU, the Washington State Auditor's Office, the Washington State Department of Enterprise Services, the Joint Legislative and Review Committee, and federal and state officials so authorized by law, regulation or agreement. This includes access to documents and all information that supports Contractor's services provided under this Contract. During the Contract's term, Contractor shall provide access to these items within Spokane County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.

24. **REGISTRATION WITH DEPARTMENT OF REVENUE** - Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all federal, state, and local taxes due on payments made under this Contract.
25. **RIGHT OF INSPECTION** - Contractor shall provide right of access to its facilities to EWU, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

26. **SEVERABILITY** - If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
27. **SITE SECURITY** - While on EWU's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.
28. **SUBCONTRACTING** - Neither Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of EWU. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to EWU for any breach in the performance of Contractor's duties. This clause does not include contracts of employment between Contractor and personnel assigned to work under this Contract.

Additionally, Contractor shall be responsible to ensure that all requirements of this Contract flow down to any and all Subcontractors. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Confidential Information without the express written consent of EWU or as provided by law.

29. **TAXES** - All payments accrued because of payroll taxes, unemployment contributions, or any other taxes, insurance or other expenses for Contractor or its staff shall be the sole responsibility of Contractor. Contractor is also required to pay all necessary taxes of any foreign country where they may do business, as well as any necessary taxes, premiums, and licenses necessary to do business in the United States and the State of Washington.

30. TERMINATION FOR CAUSE BY EWU

- A.** In the event EWU determines that Contractor has failed to comply with the conditions of this Contract, is in material breach, or fails to fulfill in a timely and/or proper manner its obligations under this Contract, EWU has the right to suspend or terminate this Contract, in part or in whole. Before suspending or terminating the Contract, EWU shall notify Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by EWU, or if such corrective action is deemed by EWU to be insufficient, the Contract may be terminated or suspended. EWU reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by Contractor or a decision by EWU to terminate the Contract. Once Contractor receives notice that this Contract has been suspended or terminated, Contractor shall perform no further services for EWU.
- B.** In the event of termination or suspension for cause, Contractor will be entitled to receive compensation for satisfactory work completed prior to the effective date of such termination/suspension. Such compensation shall be based on the value of such work to EWU.

C. In the event of termination, EWU shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, Contractor shall be liable for all damages authorized by law including, but not limited to, any price difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The rights and remedies of EWU provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

31. **TERMINATION FOR CONFLICT OF INTEREST** - EWU may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, EWU shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Contract. The rights and remedies of EWU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

32. **TERMINATION FOR CONVENIENCE** - Except as otherwise provided in this Contract, EWU may, by 30 calendar day's written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. Once Contractor receives notice that this Contract has been terminated for convenience, Contractor shall perform no further services for EWU. Contractor will be entitled to receive compensation for satisfactory work completed prior to the effective date of such termination. Such compensation shall be based on the value of such work to EWU.

Additionally, EWU may terminate this Contract by 90 calendar day's written notice if new technology or advancements or upgrades in technology allow for alternative to the services provided under this Contract. If this Contract is so terminated, EWU shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

33. **TERMINATION FOR FUNDING** - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, EWU may terminate the Contract under the "Termination for Convenience" clause, without the thirty-day notice requirement, subject to renegotiation at EWU's discretion under those new funding limitations and conditions.

34. **TERMINATION FOR WITHDRAWAL OF AUTHORITY** - In the event that EWU's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, EWU may terminate this Contract, in whole or in part, by seven (7) calendar day's written notice to Contractor. No penalty shall accrue to EWU in the event this section shall be exercised. This section shall not be construed to permit EWU to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

35. **TERMINATION PROCEDURES** - Upon termination of this Contract and in addition to any other rights provided in this Contract, EWU may require Contractor to deliver to EWU any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

EWU shall pay to Contractor the agreed upon price, if separately stated, for completed work and services accepted by EWU, and the amount agreed upon by Contractor and EWU for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are accepted by EWU, and (iv) the protection and preservation of property, unless the termination is for default, in which case EWU shall determine the extent of the liability of EWU. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. EWU may withhold from any amounts due Contractor such sum as EWU determines to be necessary to protect EWU against potential loss or liability.

The rights and remedies of EWU provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by EWU, Contractor shall:

- A.** Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
- C.** Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
- D.** Assign to EWU, in the manner, at the times, and to the extent directed by EWU, all of the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case EWU has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- E.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of EWU to the extent EWU may require, which approval or ratification shall be final for all the purposes of this clause;
- F.** Transfer title to EWU and deliver in the manner, at the times, and to the extent directed by EWU any property which, if the Contract had been completed, would have been required to be furnished to EWU;
- G.** Take such action as may be necessary, or as EWU may direct, for the protection and preservation of the property related to this Contract, which is in the possession of Contractor and in which EWU has or may acquire an interest.

36. **THIRD PARTIES** - Nothing contained in this Contract is intended to create, nor shall be construed to create, any right in any third party. Nor shall any third party have any right to enforce the terms of this Contract.
37. **TREATMENT OF ASSETS** - Title to all property furnished by EWU shall remain with EWU. Any property of EWU furnished to Contractor shall, unless otherwise provided herein or approved by EWU, be used only for the performance of this Contract.

Contractor shall be responsible for damages as a result of any loss or damage to property of EWU which results from the negligence of Contractor or which results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any EWU property is lost, destroyed, or damaged, Contractor shall immediately notify EWU and shall take all reasonable steps to protect the property from further damage.

Contractor shall surrender to EWU all property of EWU prior to settlement upon completion, termination, or cancellation of this Contract.

Title to all property furnished by Contractor, the cost for which Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in EWU upon delivery of such property by Contractor and acceptance by EWU. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in EWU upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by EWU in whole or in part, whichever first occurs.

All reference to Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

38. **U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL - EWU** complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. Compliance with OFAC payment rules ensures that EWU does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, EWU will download the current OFAC SDN file and compare it to EWU and statewide vendor files. In the event of a positive match, EWU reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is

substantiated, notify Contractor in writing and terminate the Contract according to the Termination for Convenience provision without making payment. EWU will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

39. WAIVER - Failure or delay of EWU to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or EWU's acceptance of or payment for materials, supplies, services and/or equipment, shall not release Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of EWU to insist upon the strict performance of the entire agreement by Contractor. In the event of any claim for breach of Contract against Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by EWU of any existing or future right and/or remedy available by law.
40. DEBARMENT/EXCLUSION – Contractor represents and warrants that it is not excluded or debarred by any federal agency or the Washington Department of Enterprise Services from participating in a grant or contract, and it is not, to the best of Contractor's knowledge, under investigation for such exclusion or debarment. Contractor will notify EWU immediately if there are any changes in status under this paragraph.

EXHIBIT B: FEE QUESTIONNAIRE

See attached Fee Questionnaire Document

EXHIBIT C: ACCESSIBLE TECHNOLOGY REQUIREMENTS

1. Product Accessibility

Eastern Washington University (EWU) is committed to purchasing or recommending electronic and information technology (EIT) that provides the same programs, benefits and services to individuals with disabilities that they do to individuals without disabilities except when it is technically unfeasible to do so. EIT is information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to, the following:

- Telecommunications products
- Information kiosks
- Automated teller machines
- Internet and intranet websites
- Electronic books and electronic book reading systems
- Search engines and databases
- Course management systems
- Classroom technology and multimedia
- Personal response systems (“clickers”)
- Office equipment

For web-based technology, Contractor must ensure that products provided under this Contract conform to the W3C Web Content Accessibility Guidelines, Version 2.0 (WCAG 2.0) at conformance levels A and AA. For additional information on WCAG 2.0, please refer to www.w3.org/TR/WCAG20. In the event products provided under this Contract do not fully conform to WCAG 2.0 A and AA, Contractor must advise EWU in writing of the non-conformance and should provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline.

For non-web based EITs, Contractor warrants that the products or services to be provided under this Contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless EWU from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Contract.

2. Accessibility Compliance

Provide documentation that describes the level of compliance with Section 508 Standards. See: www.section508.gov.

- A. Complete Voluntary Product Accessibility Template (VPAT) for each unique product/service offered (i.e. applications running on multiple platforms). VPATs submitted should meet the following criteria:

- i. Include all applicable sections of the Section 508 standards for technical conformance (1194.21 through 1194.26 based on product type), functional conformance (1194.31), and documentation (1194.41).
- ii. Correspond to the current version of the IT product/service being offered.
- iii. Address all user interfaces (e.g. user-facing, administrative, and reporting). Where appropriate furnish separate VPATs for each interface.
- iv. Document in the Section 1194.xx Tables exactly how your product did or did not meet the applicable standard.
 1. If your product supports the standard, provide detailed examples of what accessibility features exist and how they are used to support the standard.
 2. If your product does not support the standard, remember that Section 508 allows for products to meet the Access Board Standards in innovative, non-traditional ways. Your product can meet the standard by providing an innovative solution, as long as the feature performs in the same manner as it does for any other user.
 3. If your product does not possess an innovative, non-traditional way of access to the standard, provide detailed examples of exactly how the product did not meet the standard.

B. Testing

- i. Product testing documentation which validates all of the accessibility information contained in the product VPAT.

C. Accessibility Roadmap

- i. A description of the specific steps and timelines by which known accessibility gaps will be remediated.
- ii. A list of any workarounds for product accessibility gaps including:
 1. Use of alternative business processes (e.g. offering phone support until your web-based support tools are accessible)
 2. Use of a third-party product to replace or supplement functionality in your product (e.g. providing a programming interface which allows other applications to interact with content in your product)

For web-based technology, provide documentation that describes the level of conformance to W3C Web Content Accessibility Guidelines, Version 2.0 (WCAG 2.0) at www.w3.org/TR/WCAG20. If your product does not fully conform to WCAG 2.0 A and AA, you must document the non-conformance and should provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline.

Certification

The undersigned certifies that the Contractor satisfies the requirements set forth in this Accessible Technology Requirements document together with any addenda detailing exception, modifications or amendments approved by EWU. Signer warrants that he/she is authorized to legally bind the Contractor to the terms and conditions detailed in this Accessible Technology

Requirements document and will indemnify EWU against any claims of non-conformance with WCAG 2.0.

Signature	Date
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Name

Title

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EXHIBIT D: HECVAT LITE TEMPLATE



HECVAT - Lite
3.01.xlsx

<https://www.educause.edu/hecvat>

EXHIBIT E: DATA SHARING AGREEMENT

THIS DATA SHARING AGREEMENT (DSA) is entered into by and between Eastern Washington University (“EWU”) and the [INSERT CONTRACTOR NAME AND/OR INSERT CONTRACTOR ABBREVIATION (“Contractor”)]. The terms of this Agreement apply to all individuals or other entities performing service(s) under this Agreement, including employees, officers, contractors, subcontractors, vendors, or agents of the parties.

1. PURPOSE

The purpose of this DSA is to provide terms and conditions under which EWU will allow the restricted use of its data and/or Confidential Information by Contractor, and under which Contractor may receive and use such data and/or Confidential Information. This DSA shall govern the access, use, storage, copying, creation, resulting derived data, and distribution of EWU data by Contractor. This DSA ensures that EWU data is provided, protected, and used only for purposes authorized by this DSA and state and federal law governing such use.

The data to be shared under this DSA is shared [in order to fulfill the terms of EWU Request for Proposals (“RFP”) #XX-XX] or [describe purpose and authority for sharing].

2. DEFINITIONS

“Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference. “Data Sharing Agreement,” “DSA,” and “Agreement” are all used interchangeably.

“Contractor” means the firm, provider, organization, individual or other entity receiving data from EWU under this Agreement, and shall include all employees, officers, contractors, subcontractors, vendors, or agents of Contractor.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other state or federal law. Confidential Information includes, but is not limited to, Category 3 and 4 Information, personal information as defined below and in RCW 19.255.010 and RCW 42.56.590, student education records as defined below and in the Family Educational Rights and Privacy Act, consumer information as defined in 16 C.F.R. § 682.1, protected health information as defined in 45 C.F.R. Parts 160 and 164, law enforcement records, EWU source code or object code, EWU security data, IP addresses, log-on user identification information, configuration parameters, or any information identifiable to an individual that relates to any of the information listed above.

“Data” means information shared by EWU with Contractor and may include Category 1, 2, 3, or 4 level data as defined as follows:

Category 1 – Public Information. Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information. Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information. Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- a. Personal Information about individuals as defined below, regardless of how that information is obtained;
- b. Information concerning employee personnel records;
- c. Information regarding IT infrastructure and security of computer and telecommunications systems;
- d. Student education records protected by FERPA.

Category 4 – Confidential Information Requiring Special Handling. Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

“Data Access” refers to rights granted to directly connect to EWU and/or Contractor systems, networks and /or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies used to move a copy of the data between systems, networks and/or employee workstations.

“Data Storage” refers to the location where data is maintained in a state of rest, which can include cloud-based storage, server-based storage on-site or at a state agency or third-party contractor storing data on behalf of a state agency, local device storage (including an employee workstation, laptop, or private mobile device), and/or any other form of portable electronic storage media (including CDs, flash drives, portable hard drives, etc.).

“Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

“Education Records” are those records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution. *See* FERPA regulations, 34 C.F.R. § 99.3.

“FERPA” means The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, which applies to Education Records of individual students held by the parties.

“Institution Data” refers to data that are provided by EWU to Contractor pursuant to this Agreement and are maintained, accessed, stored, used, or analyzed for the purposes described herein. Institution Data may include but is not limited to Confidential Information and Personal Information. “Institution Data” and “EWU Data” are used interchangeably.

“Personal Information” means information or data identifiable to any person, including but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver’s license numbers, other identifying numbers, and any financial identifiers.

“Subcontractor” means any person or entity appointed by or on behalf of Contractor to carry out any portion of the work, or in the alternative, any person or entity who is performing services, excluding technology hosting services with no data access, pursuant to a contract or data sharing agreement with Contractor.

3. TERM AND EFFECTIVE DATE

This DSA shall commence on the last date of execution and shall continue until the expiration of [INSERT CONTRACT # or date of the end of the underlying agreement], with the option to extend upon mutual written agreement of the parties. If specified within the language of the provision or required by law, provisions of this DSA may survive the termination of this agreement.

4. DESCRIPTION OF DATA TO BE SHARED

(NOTE: Include a description of the data that is requested, including classification/category of data, data elements, time frames for data disclosure or exchange (both when and for how long) and format of the data, as necessary. Specify if the data provided can be linked to other data and under what conditions, as necessary. For example:

<i>Check if applicable</i>	<i>Type of Data</i>
	Student names
	Student identification numbers or social security numbers
	Student contact information (address, cell phone number)
	Student medical information
	Any combination of information that would make a student’s identity easily traceable
	Sensitive employee information (e.g. social security number, personal address or cell phone number, demographic data such as race and gender)
	Employee medical information
	Sensitive financial information (bank account number, credit card number, etc.)
	Other:

--	--

Data will be shared as needed to facilitate the performance of work under **CONTRACT #**.

5. AUTHORIZED USES

This Agreement does not constitute a release of EWU data and/or Confidential Information for Contractor's discretionary use and such data may be accessed and used only to carry out the purposes described in this DSA. Any ad hoc analyses or other use of the data, not specified in this DSA, is not permitted.

Specifically, Contractor shall not access or use the provided Confidential Information for any commercial or personal purpose, the provided Confidential Information shall not be linked with other data sources, and Contractor is not authorized to update or change any data in EWU's systems. Violations of these provisions shall be cause for immediate termination of this DSA.

6. AUTHORIZED USERS

Contractor shall not disclose, in whole or in part, the data provided by EWU to any individual or entity, unless this DSA specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this DSA. As such, Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without EWU's express written consent or as provided by law.

Contractor must ensure that all employees or subcontractors who will have access to the data described in this Agreement (including both employees who will use the data and IT support staff) are instructed and made aware of the use restrictions and protection requirements before gaining access to the data identified herein. Contractor will also instruct and make any new employee aware of the use restrictions and protection requirements before they gain access to the data. Individuals will access data only for the purpose of this Agreement.

Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement that meets or exceeds the standards in this DSA. If data access is to be provided to a Subcontractor under this DSA, it will only be for the specific purpose and uses authorized by EWU and Contractor must include all of the data security terms, conditions and requirements set forth in this DSA in any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to EWU for any breach in the performance of Contractor's responsibilities.

Contractor and its Subcontractors are considered a "school official" under FERPA and agree to comply with the requirements of FERPA and its related regulations governing the use and re-disclosure of personally identifiable information from education records.

State and federal laws may prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

7. DATA ACCESS AND TRANSMISSION

Describe how data will be accessed and transmitted. For example: [EWU and Contractor have agreed to use a software tool to encrypt data prior to transmission and during data storage. The tool is: [INSERT] (Example: PKZIP PRO). The password will be transmitted separately from any data transmission event.

OR

All Confidential Information storage (data at rest) must be encrypted using only NIST or ISO approved encryption algorithms; this includes all back-up copies of Confidential Information. Any laptop or notebook computing device receiving or processing Confidential Information must be installed with end-point encryption (i.e.g full disk encryption).

OR *something else – however you intend to provide access and transmission.*

THEN, optional language for controlling number of authorized users who have access if access is being granted to an EWU system:

[Contractor may request access to EWU for up to [number of] Authorized Users under this DSA. Contractor must send the request for new users to [EWU contact]. Contractor must designate a Point of Contact to be the single source of access request for new users if passwords are required to access EWU data. Contractor may not use shared User IDs and passwords for use with Confidential Information or to access systems that contain Confidential Information. Contractor must ensure that only Authorized Users access and use the system(s) in this DSA, use only their own User ID and password to access the system(s), and do not allow employees or others who are not authorized to borrow a User ID or password to access any system(s). Contractor may be required to use two-factor (2FA) authentication using an EWU approved 2FA method. Any expenses associated with the selected 2FA method (e.g. hardware token) are the responsibility of the Contractor. Lost, stolen, or compromised 2FA methods must be reported immediately to the EWU contact.

Contractor must notify EWU within 5 business days whenever an Authorized User who has access to the Data is no longer employed by Contractor or whenever an Authorized User's duties change such that the user no longer requires access to the Data. Contractor's access to the systems may be continuously tracked and monitored. EWU reserves the right, at any time, to terminate Data access for an individual, conduct audits of system(s) access and use, and to investigate possible violations of this DSA and/or violations of laws governing access to Confidential Information.

8. DATA STORAGE, DISPOSAL AND HANDLING REQUIREMENTS

Contractor shall have, as general duties, the obligation to exercise due care and take commercially best efforts to protect the security of data from unauthorized physical and electronic access. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EWU's information to prevent unauthorized access to, use, or disclosure of such information. Contractor acknowledges that EWU is relying on the administrative, physical, and technical safeguards implemented by the Contractor in permitting access to Confidential Information subject to this DSA. Contractor represents and warrants that it has adopted, implemented, and shall maintain, for as long as Contractor has access to, creates, maintains, uses, or discloses EWU's Confidential Information adequate and appropriate safeguards to: (a) protect the confidentiality and security of Confidential Information obtained from, or created on behalf of, EWU by Contractor, and (b) prevent the use or disclosure of Confidential Information other than as provided for by this DSA and applicable laws.

Contractor represents and warrants that, with regard to confidentiality, security, and integrity of EWU's Data, safeguarding the privacy rights of individuals identified within the Data, data security, data access security, data storage, and handling of data in connection with the purpose of this DSA shall be undertaken in compliance with current standards, policies, and procedures of Eastern Washington University and of the Washington State Office of the Chief Information Officer's (OCIO) current standards. These standards are available at: <https://inside.ewu.edu/it/policies-and-governance/> and <https://ocio.wa.gov>. They may be updated periodically throughout the term of this DSA. Contractor certifies that prior to receiving any data under this agreement it will be in compliance with OCIO 141.10 policies and procedures for data security and access controls to ensure the confidentiality, integrity, and availability of all data shared.

Contractor will restrict access to Confidential Information by:

- A.** Allowing access only to staff that have an authorized business requirement to view the Confidential information; and,
- B.** Physically securing any computers, documents, or other media containing the Confidential Information.

Contractor's administrative, physical, and technical safeguards and those of its Subcontractors, shall comply with all applicable laws, and applicable then current privacy and security guidelines and/or standards issued by the National Institute for Standards and Technology (NIST). Compliance requirements include, but are not limited to, FERPA, the European Union's General Data Protection Regulation, HIPAA, and the Federal Trade Commission's Safeguard Rules promulgated under the Gramm-Leach-Bliley Act.

Contractor must maintain all hardcopies containing Confidential Information in the United States. Contractor may not directly or indirectly (including through Subcontractors) transport or maintain any EWU data, hardcopy or electronic, outside the United States unless it has advanced written approval from EWU's Chief Information Officer.

Immediately upon expiration or termination of this Agreement or the pertinent transaction with EWU, Contractor shall, at EWU's option: (1) certify to EWU that Contractor has destroyed all Confidential Information by an EWU approved destruction method; (2) return all Confidential Information to EWU; or (3) take whatever other steps EWU requires of Contractor to protect EWU's Confidential Information. Contractor will retain no copies of Confidential Information unless required by law or accounting purposes and after providing EWU with written notification of the Confidential Information retained and the legal necessity for doing so. Paper documents containing Category 4 information must be destroyed on-site through shredding, pulping, or incineration.

Contractor shall have in place policies and procedures to detect patterns, practices, or specific activities that indicate the possible existence of identity theft. The Federal Trade Commission, as part of the Fair and Accurate Credit Transactions Act (FACT) of 2003, has issued regulations known as the Red Flag Rules. When detected, Contractor shall: (1) report all Red Flags and possible instances of identity theft to EWU in accordance with section C and, (2) take prompt steps to prevent or mitigate possibly identify theft when Red Flags are detected.

9. OVERSIGHT

Contractor agrees to implement an appropriate recordkeeping and reporting process to enable it to provide the following information: (1) the Confidential Information received in the performance of this Agreement and the purpose(s) for which the Confidential Information was received; (2) who received, maintained and used the Confidential Information; (3) for any disclosure of Confidential Information, the date, name of the person who received the information, a brief description of what was disclosed, and a statement as to why the information was disclosed; and, (4) the final disposition of the Confidential Information. Contractor agrees that EWU will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of technical capabilities.

During the term of this DSA and for six (6) years following termination or expiration of this DSA, EWU will have the right at reasonable times and upon no less than five (5) business days prior written notice to access the Contractor's records at a location within the State of Washington for the purpose of auditing and evaluating the Contractor's compliance with this DSA and applicable laws and regulations. At EWU's request or in accordance with OCIO Security Standards, Contractor may be required to obtain a third-party audit covering data security and permissible uses under this DSA.

10. INCIDENT RESPONSE

Contractor shall notify EWU in writing within 48 hours of becoming aware of any unauthorized access, use or disclosure of Confidential Information by Contractor, its officers, directors, employees, contractors, Subcontractors, agents, or by a third party to whom Contractor disclosed Confidential Information. A breach shall be treated as discovered by Contractor on the first day on which such breach is known to Contractor, including any of Contractor's employees or agents, or should reasonably have been known to Contractor to have occurred. Notification

should be sent to the Contract Administrator. Contractor shall give highest priority to immediately mitigate and remediate any unauthorized access and shall devote such resources as may be required to accomplish that goal. Contractor shall be responsible for complying with all applicable state and federal requirements regarding data breach and/or unauthorized disclosure of Confidential Information. Contractor shall cooperate with all EWU efforts, including, but not limited to, (1) providing any and all information necessary to enable EWU to fully understand the nature and scope of the breach, including but not limited to identification of each individual whose Confidential Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed, (2) taking action to preserve forensic evidence and identifying, mitigating, and remediating the cause of the breach, and (3) take such other steps as needed to comply with 42 U.S.C. § 17932, and all applicable regulations adopted to implement that statute.

If, in the sole judgment of EWU, notification to individuals must be made, Contractor will further cooperate and facilitate notification to required parties, which may include notification to affected individuals, the media, the Attorney General's Office, or other authorities based on applicable law. At EWU's discretion, the Contractor may be required to directly fulfill notification requirements, or if EWU elects to perform the notifications, the Contractor must reimburse EWU for all associated costs.

Contractor is responsible for all costs incurred in connection with a security incident, privacy breach, or potential compromise of data, including, but not limited to:

- A. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with breach notification laws;
- B. Notification and call center services for individuals affected by a security incident or privacy breach, including fraud prevention, credit monitoring, and identify theft assistance; and
- C. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

Contractor agrees to defend, indemnify and hold harmless EWU for any damages, costs, penalties, or fines related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents, including but not limited to the costs incurred by the University in responding to or recovering from the breach.

Contractor's obligations under this section survive the termination of this DSA and continue for as long as Contractor maintains the data and for any breach or potential breach, at any time.

11. CYBER LIABILITY INSURANCE

Contractor shall procure and maintain, at its sole expense, cyber insurance as detailed herein, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Insurance shall be

obtained from an insurance company having an A.M. Best rating of “A-“or better from a generally-recognized insurance rating agency.

Insurance shall include, at a minimum, the following:

- A.** Third-party Network Security and Privacy Liability coverage for costs and expenses resulting from the unauthorized acquisition, access, use, physical taking, release, distribution, or disclosure of personal information, identity theft, breaches by third parties and employees, or similar incident. This coverage applies to:
 - i.** network security failures such as a data breach, malware infection, viruses, malicious code, cyber extortion, ransomware, or business email compromise; and,
 - ii.** privacy liabilities arising out of a cyber incident or privacy law violation arising from or relating to an unauthorized disclosure or use of personal data or any use or disclosure of personal data in breach of the terms and conditions of this DSA or in violation of applicable federal, state, local or foreign security and/or privacy laws or regulations.

Network Security and Privacy Liability coverage applies to such costs and expenses of notification, fraud alert and credit monitoring, public relations expertise, consultants, setting up a call center, negotiation and payment of a ransomware demand, data restoration, mitigation of damages, forensic investigation, regulator fines and penalties, and legal expenses. This coverage shall also provide third-party coverage to cover costs and expenses incurred by EWU as a result of a cyber incident by vendor.

- B.** First-party Business Interruption coverage in the event of a network security breach.
- C.** First-party Cyber Extortion coverage for threats against data and identity theft, such as ransoms or denial of service attacks.
- D.** Liability coverage for claims related to theft, damage, corruption, or destruction of any EWU data.

Such insurance must cover all of the foregoing without limitation if caused by an independent company working on behalf of the Contractor. Such policy shall not contain exclusions for the acts, errors omissions, or negligence of either Contractor or EWU or their respective employees, agents, subcontractors or volunteers, whether intentional or unintentional, resulting in or relating to any use of EWU data under this DSA. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of three years thereafter for services completed during the term of the Contract.

Upon its procurement of the foregoing insurance and thereafter upon EWU’s request, Contractor shall furnish EWU with certificates or other proof of each such policy reasonably satisfactory to

EWU. Contractor shall notify EWU within three (3) business days following any cancellation, or receipt of notice of cancellation, of any such policy.

The requirements as to the types and limits of insurance coverage to be maintained by Contractor is not intended to, and shall not, limit or qualify in any manner the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including without limitation provisions relating to indemnification.

12. AMENDMENTS AND ALTERATIONS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

13. TERMINATION

Either Party may terminate this Agreement with 30 days' written notice to the other Party's Contract Administrator. However, once data is accessed by Contractor, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both Parties. Termination of this DSA by Contractor is grounds for termination by EWU of the underlying contract between Contractor and EWU and shall be considered a material breach.

EWU may terminate this DSA for default, in whole or in part, by written notice to Contractor, if EWU has a reasonable basis to believe that Contractor has: (1) failed to perform under any provision of this DSA; (2) violated any law, regulation, rule, or ordinance applicable to this DSA; and/or (3) otherwise breached any provision or condition of this DSA. If it is later determined that Contractor was not in default, the termination shall be considered a termination for convenience.

14. SEVERABILITY AND GOVERNANCE

The provisions of this DSA are severable. If any provision of this Agreement is held invalid by any court, that invalidity shall not affect the other provisions of this DSA and the invalid provision shall be considered modified to conform to the existing law.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A.** Applicable state and federal statutes and rules; and
- B.** Provisions of the Agreement, including materials incorporated by reference.

This DSA, including any amendments, addenda, attachments, or exhibits hereto, shall be construed under the laws of the State of Washington. In the event of a lawsuit involving this DSA, venue shall be proper only in Spokane County, WA.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

16. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

17. INDEMNIFICATION/ HOLD HARMLESS

Contractor shall indemnify, defend, and hold harmless EWU, and all officials, agents and employees of EWU, from and against all claims for injuries or death arising out of or resulting from the performance, or failure of performance, of the DSA. "Claim," as used in this DSA, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor expressly agrees to indemnify, defend, and hold harmless EWU for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless EWU shall not be eliminated by any actual or alleged concurrent negligence of EWU or its agents, agencies, employees and officials.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any Subcontractor or its employees. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless EWU and its agencies, officials, agents or employees.

18. SURVIVING OBLIGATIONS

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive, including but not limited to paragraphs 2, 6, 7, 8, 9, 10, 11, 14, 15, 16, and 17.

19. CONTRACT MANAGEMENT AND NOTICE

The contacts listed for each of the Parties shall be responsible for and shall be the contact person for all notices and communications regarding the performance of this Agreement or data requirements, unless indicated otherwise:

EWU Contract Administrator	EWU Data Manager	Contractor Data Manager	Contractor Contract Manager
Name, Title Street Address and/or Mailing Address City, State, Zip Phone(s) Email(s)	Name, Title Street Address and/or Mailing Address City, State, Zip Phone(s) Email(s)	Name, Title Street Address and/or Mailing Address City, State, Zip Phone(s) Email(s)	Name, Title Street Address and/or Mailing Address City, State, Zip Phone(s) Email(s)

THIS AGREEMENT, including any referenced exhibit(s) and/or attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the Agreement

EWU Contract Administrator	Contractor Contract Manager
By: _____ Name, Title	By: _____ Name, Title
Date: _____	Date: _____

EXHIBIT F: LETTER OF INTENT

EASTERN WASHINGTON UNIVERSITY

REQUEST FOR PROPOSALS

FOR

BANKING SERVICES

LETTER OF INTENT TO RESPOND

**Must be received by Eastern Washington University by
4:00 p.m. Pacific Time, June 27, 2025.**

On behalf of myself/my company, I hereby certify that we intend to submit a response to provide Banking Services to Eastern Washington University. I have read the Request for Proposal for these services and accept the conditions set forth therein.

Signature

Firm

Title

Date

We are submitting the attached written questions regarding this procurement.

☐ YES

☐ NO

EXHIBIT G: PROPOSER CERTIFICATIONS

Proposer makes the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract:

1. Proposer declares that all answers and statements made in the Proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Proposer may freely join with other persons or organizations for the purpose of presenting a single Proposal.
3. The attached Proposal is a firm offer for a period of 180 days following the due date for receipt of Proposals, and it may be accepted by EWU without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period.
4. In preparing this Proposal, Proposer has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Proposal or prospective Contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, Proposer has described them in full detail on a separate page attached to this document.
5. Proposer understands that EWU will not reimburse Proposer for any costs incurred in the preparation of this Proposal. All Proposals become the property of EWU, and Proposer claims no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.
6. Proposer agrees that submission of the attached Proposal constitutes acceptance of the solicitation contents and the attached sample Contract and general terms and conditions. Proposer also states that, unless required by law, it has not disclosed its prices and/or cost data which have been submitted with its Proposal to any competitor or other Proposer and will not make any such disclosure prior to an/the Apparent Successful Bidder being selected. If there are any exceptions to these terms, Proposer has described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
8. Proposer grants EWU the right to contact references and others, who may have pertinent information regarding the ability of the Proposer and the lead staff person to perform the services contemplated by this Competitive Solicitation
9. Wage Theft. I/we certify as follows:

- ☐ This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW Chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.

OR

- ☐ This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW Chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.

10. Supporting Worker's Rights. I/we certify as follows:

- ☐ This firm does NOT require its employees to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers.

OR

- ☐ This firm DOES require its employees to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers.

11. Debarment. I/we certify as follows:

- ☐ *NO DEBARMENT.* Proposer and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

OR

- ☐ *DEBARRED.* As detailed on the attached explanation (Proposer to provide), Proposer and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.

12. Criminal Offense. Proposer (including Proposer's officers) certifies as follows:

- ☐ *NO CRIMINAL OFFENSE.* Proposer has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Proposer for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Proposer further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- ☐ *CRIMINAL Offense.* As detailed on the attached explanation (Proposer to provide), within the three (3) year period preceding the date of this Competitive

Solicitation, Proposer has been convicted or had a civil judgment rendered against Proposer for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

13. Taxes. Proposer certifies as follows:

- ☐ *TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- ☐ *DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

14. Financially Solvent. Proposer certifies as follows:

- ☐ *FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

- ☐ *NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

15. Contract Termination for Default or Cause. Proposer certifies as follows:

- ☐ *NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- ☐ *TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

16. Authorization to Conduct Business. Proposer certifies as follows (must check one):

- ☐ *CURRENT AUTHORIZATION.* Proposer has completed all required filings and/or registrations required of Proposer to conduct business in the State of Washington, and the state where Proposer is registered if different from the State of Washington and registration is required. If Proposer has a Unified

Business Identifier (UBI) number, Proposer's UBI number is:
_____.

OR

- ☐ *PROPOSER WILL RECEIVE AUTHORIZATION.* As detailed on the attached explanation (Bidder to provide), Proposer has not currently completed all required filings and/or registrations to conduct business in the State of Washington and/or the state where Proposer is registered, if different from the State of Washington, but Proposer will complete all necessary filings and/or registrations within twenty-four (24) hours of designated as the/an Apparent Successful Bidder by EWU, and will provide proof of such to EWU. Failure to provide evidence of required registrations within said twenty-four hours will result in Proposer being deemed a nonresponsive bid.

OR

- ☐ *PROPOSER IS NOT AUTHORIZED.* Proposer has not completed all required filings and/or registrations required of Proposer to conduct business in the State of Washington, and the state where Proposer is registered, if different from the State of Washington. Note: EWU requires all awarded Proposers (including Washington firms and out of state firms) to be authorized to conduct business in the State of Washington, and their home state, if different from the State of Washington. Proposers who are not so authorized will not be awarded a Contract.

17. Proposer (circle one) is/is not submitting proposed Contract exceptions (See Section 2.10, Contract and General Terms & Conditions). If Contract exceptions are being submitted, Proposer has attached them to this form.

On behalf of the Proposer submitting this Proposal, my name below attests to the accuracy of the above statements. Proposer is submitting a scanned signature of this form with its Proposal.

Signature

Date

Name

Title