

**The UNIVERSITY OF NORTH DAKOTA**  
**FINANCE & OPERATIONS**

**REQUEST FOR PROPOSAL**  
**for a**  
**Banking Relationship**

**RFP # 157-2007**

**RELEASE DATE: June 8, 2007**

**DUE DATE: 2:00PM CDT, July 20, 2007**

Prepared by the University of North Dakota Purchasing Department

## INTRODUCTION

This Request for Proposal is released by the University of North Dakota Purchasing Department on behalf of the University of North Dakota Finance & Operations Division.

### SECTION 1 STANDARD TERMS AND CONDITIONS

- 1.1 Contract term: The term of the contract(s) will be for five (5) years, with annual review. Options for five (5) successive annual renewals thereafter will be contingent on but not limited to (1) mutual agreement to renew; (2) vendor performance; and (3) quality of product.

On or before the end of the first year of the Contract and thereafter at least once per year, the University and vendor will ensure the product offering is still reasonable and competitive within the market and that University members are being offered unique products because of their relationship with the University. In the event the parties cannot mutually agree to such rates or products, the University shall have the right to terminate this Contract upon 2 months written notice to selected vendor.

- 1.2 Parties to the contract: the contract shall be between the University of North Dakota (UND) and the awarded Respondent(s).

- 1.3 Indemnification and Warranty of Goods: The successful Contractor agrees to indemnify, save, and hold harmless UND, and its officers and employees, from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of the performance of the agreement, except for claims resulting from or arising out of UND's sole negligence. The legal defense provided by Contractor to UND under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for UND is necessary. Contractor will also agree to indemnify, save, and hold UND harmless for all costs, expenses, and attorneys' fees incurred in litigating the indemnifications coverage provided herein.

Contractor warrants to UND that the goods will conform with the specifications, drawings, and other descriptions supplied or adopted by UND, if any, and will, unless otherwise specifically called for, be new, fit, and sufficient for the purpose for which they are intended as evidenced in this Contract and will be of good materials, design, and workmanship and free from defects. At UND's request, Contractor shall promptly, at no cost to UND, either repair or replace to include payment of all removal, packing, and transportation costs, any goods which, during term of contract after being placed in regular use by UND, shall fail in the normal use and service and under proper operation, to conform to the foregoing warranties of Contractor. In the event that Contractor fails to promptly undertake to so repair or replace, UND shall be entitled to correct the same at whatever cost is available to UND and to charge Contractor for the cost of same.

- 1.4 Remedy for default: This Contract shall terminate immediately if Contractor (a) files for bankruptcy or is adjudged as being bankrupt; (b) make a general assignment for the benefit of its creditors; or (c) has a receiver appointed on account of Contractor insolvency. Such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- 1.5 Assignment: The Contract may not be assigned by Contractor without the prior written consent of UND. Any assignment of the contract by Contractor in whole or in part, by operation of law or otherwise without the prior written consent of UND, shall be void.
- 1.6 Licenses: The Contractor shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.
- 1.7 Governing law: The Contract shall be subject to and governed in all respects, including issues of validity, interpretation, performance, and enforcement, by the laws of the state of North Dakota. Any action commenced to enforce the Contract must be brought in the District Court of Grand Forks County, North Dakota.
- 1.8 Supervision and inspection: Contractor will give sufficient supervision of the Work using its best skill and attention. Contractor will carefully study and compare all specifications and other instructions and will at once report to UND any error, inconsistency, or omission which it may discover. Contractor shall also employ capable, experienced, or reliable workers as may be required for the work to be performed.

UND reserves the right to request the removal of any Contractor employee from the project if in the judgment of UND, such removal shall be necessary in order to protect the interests of UND. The manner of performance of the Work and all materials used therein, shall be subject to inspection, test, and approval of UND, and the Contractor shall furnish all information required by UND concerning the nature and source of any materials incorporated or to be incorporated into the Work.

- 1.9 Insurance:
- A. Required Coverages: Contractor shall secure and keep in force during the term of the Contract, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from the Contract.
- (1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
  - (2) If applicable, professional errors and omissions coverage, including a three-year "tail coverage endorsement" with minimum liability limits of \$1,000,000 per occurrence and in the aggregate. If the professional services involve pollution exposure, Contractor will carry Pollution Legal Liability coverage including contractual liability and completed operations with minimum limits of \$1,000,000 and each occurrence and in the aggregate.
  - (3) Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
  - (4) Workers' compensation coverage meeting all statutory requirements. In addition, an "all states endorsement" covering claims occurring outside the state

of North Dakota if any of the services provided under the Contract involve work outside of the state of North Dakota.

- (5) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.
- B. Additional Requirements: The insurance coverages listed above must meet the following additional requirements:
- (1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount under any deductible or self-retention is subject to approval by UND.
  - (2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by UND.
  - (3) UND will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify UND under the Contract shall not be limited by the insurance required in this Contract.
  - (4) UND and its officers and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. UND shall have all the rights and coverages as Contractor under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10 form, or such other form as approved by UND, and shall not limit or delete UND's coverage in any way based upon UND's acts or omissions.
  - (5) The insurance required in the Contract, through a policy or endorsement, shall include:
    - (a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against UND;
    - (b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to UND;
    - (c) a provision that any attorney who represents UND under the policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under section 54-12-08 of the North Dakota Century Code.
    - (d) a provision that Contractor's insurance coverage shall be primary (i.e., pay first) in respect to any insurance, self-insurance, or self-retention maintained by UND and that any insurance, self-insurance, or self-

retention maintained by UND shall be in excess of the Contractor's insurance and shall not contribute with it; and

- (e) cross liability/severability of interest for all policies and endorsements.
  - (6) The legal defense provided to UND under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for UND is necessary.
  - (7) The Contractor shall furnish a certificate of insurance and all endorsements to the designated representative of UND prior to the commencement of the Contract.
  - (8) Failure to provide insurance as required is a material breach of contract entitling UND to terminate the Contract immediately.
- 1.10 Non-collusion: By signing the RFP response the Respondent certifies that the response submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of actions with, any other vendor of services described in the RFP scope of work, designed to limit independent bidding or competition.
- 1.11 Attorney's fees: In the event a lawsuit is instituted on behalf of UND to obtain performance due of any kind under the contract, and North Dakota is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. Section 28-26-04, pay North Dakota's reasonable attorney's fees and costs in connection with the lawsuit.
- 1.12 Nondiscrimination and compliance with laws: Contractor agree to comply with all applicable laws, rules, regulations, and policies, including but not limited to those relating to nondiscrimination, accessibility, and civil rights.
- 1.13 Force Majeure: Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God, or war if the event is beyond Contractor's reasonable control and Contractor gives notice to UND immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. In the event of any such delay, Contractor shall only be allowed an extension of the date of delivery for a period equal to the duration of the delay and Contractor shall not be entitled to any extra compensation for such delay. Contractor shall promptly notify UND in writing of any such delay and at no additional cost to UND, Contractor shall take all reasonable steps to avoid or end such delay.
- Contractor time frame of Work as proposed and UND acceptance of time frame shall be carried out without any delays. Delays of Work by Contractor shall be defined by UND and any penalties imposed upon Contractor shall be mutually agreed upon at time of Contract Award.
- 1.14 Severability: If any term or provision of the contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term or provision.

- 1.15 Execution of contract: UND Purchasing will issue an official contract to the successful Contractor. At time of award, the appropriate contact/invoice addresses will be given. The final contract will be binding to Contractor and UND upon completion of contract signing by all parties.

Documents: The RFP, its attachments, its appendices, its amendments, the awarded Contractor RFP response, and any attachments hereto shall be used in the writing of the contract entered into between the successful Contractor and UND. Any additional or different terms or conditions which may appear in any other communication from Contractor are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by UND and no such additional or different terms or conditions in any printed form of Contractor shall become a part of this Contract despite UND acceptance of goods unless such acceptance specifically, in writing, recognizes or assents to their inclusion. Mere signature by UND on a purchase order, lease agreement, or other document provided by Contractor in the performance of the Contract does not constitute acceptance by UND of the terms and conditions of such document. Acceptance of such terms and conditions must be by way of a specific acknowledgment by UND that it is accepting terms and conditions different from those set out in the RFP document.

- 1.16 Termination: UND may terminate this contract under any of the following conditions:
- (1) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the services or supplies under this contract. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - (2) If federal or state laws, rules, or regulations are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract, or are no longer eligible for the funding proposed for payments authorized by this contract.
  - (3) If any license, permit, or certificate required by law, rule, regulation, or the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- 1.17 Termination by Default: UND, by written notice of default (including breach of contract) to Contractor may terminate the whole or any part of this contract:
- (1) If Contractor fails to provided services called for by this contract within the time specified or any extension agreed to by UND, to include non-competitive or agreed upon discount pricing, product quality, product compatibility with already and future networks, product consistency, and timely deliveries of product.
  - (2) If Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from UND, fails to correct such failures within ten days or such longer period as UND may authorize.

The rights and remedies of UND provided in the above clause related to defaults (including breach of contract) by Contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Equipment not removed from premises upon termination of this contract and/or after ten days written notice to the Contractor may be removed and placed in storage by UND. All costs of removal, storage, and product, and revenue loss shall be the Contractor.

- 1.18 Authority to Contract: Contractor shall not have the authority to contract for or incur obligations on behalf of UND.
- 1.19 Vendor Registration: Vendors conducting business in the state of North Dakota must be registered with the North Dakota Secretary of State. This office can be reached for registration forms and instructions by calling 701-328-4284.
- 1.20 Spoliation: Contractor agrees to promptly notify UND of all potential claims which arise from or result from this Contract. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant UND the opportunity to review and inspect such evidence, including the scene of the accident.
- 1.21 Independent Contractor: The parties shall perform as independent contractors under this Agreement. The Contractor, its employees, agents, and representatives are not employees of the UND for any purpose, including, but not limited to, the application of the Social Security Act, unemployment compensation acts, and workers' compensation acts. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. Each party will retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 1.22 Alternative Dispute Resolution – Jury Trial: UND does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies. UND does not waive any right to a jury trial.
- 1.23 Confidentiality: Contractor agrees not to use or disclose any information it receives from the State under this Contract that the State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by the State. The State agrees not to disclose any information it receives from Contractor that the Contractor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the term of this Contract, or any extensions or renewals of it.
- 1.24 Compliance with Public Records Act: Contractor understands that, except for disclosures prohibited in section 1.23, UND must disclose to the public upon request any records it receives from Contractor under this Contract. Contractor further understands that any

- records which are obtained or generated by the Contractor under this Contract, except for records that are confidential under section 1.23, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact UND immediately upon receiving a request for information under the open records law and to comply with UND's instructions on how to respond to the request.
- 1.25 State Audit: All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. Contractor will maintain all such records for at least three years following completion of this Contract.
- 1.26 Taxpayer Identification: The Contractor will provide its federal employer ID number to UND.

SECTION 2  
SCOPE OF WORK

**2.0 EVALUATION CRITERIA**

Selection will be based upon the University's assessment of the respondent's ability to meet the University's needs. Vendor must supply explicit product offerings unique and special to the University. Creative financial offerings must be detailed with suggested monetary value to the University.

40% Pricing and Financial Support

This includes but is not limited to:

Demonstration of competitive pricing throughout the on-going relationship regarding services and products offered; and,  
Opportunities for royalties and financial support.

25% Breadth and Creativity of Program and Innovative Ideas

Degree to which program meets and exceeds the RFP stated scope, specifications and objectives, meets all terms and conditions, and supports the entire University with new and innovative services.

Unique and creative products offered to the entire University.

15% Ease of Conversion/Implementation Process

Conversion/implementation process must be manageable and as transparent as possible for the University.

10% Vendor Qualifications

This includes but is not limited to:

List of current customers,

Financial stability of vendor,

Scope of experience with other colleges and universities, and

Commitment to keeping pace with new technologies.

10% Marketing Initiatives and Support

Should include creative marketing ideas, plans and financial assistance.

## 2.1 BACKGROUND/SCOPE OF WORK/EXPECTED OUTCOMES

### 2.1.1 BACKGROUND

UND is one of the largest and most diversified universities in the Upper Midwest. Enrolling 12,834 students in the fall of 2006, UND has long been characterized as having:

- a solid foundation in the liberal arts;
- a comprehensive array of colleges and schools (including law and medicine);
- a manageable size with high-quality students and faculty;
- a varied curriculum;
- rich cultural resources; and
- an outstanding record of alumni support.

UND has been classified by the Carnegie Foundation as a high research activity, doctoral/professional, and engaged university. UND is among the small group of nationally important universities whose mission extends beyond undergraduate instruction to include graduate education, research, scholarship, and creative activity, as well as public service.

The University offers 89 undergraduate programs of study, 57 master's programs, one specialist's program, 23 doctoral programs, and the M.D. and J.D. (law) degrees.

Academic divisions include the John D. Odegaard School of Aerospace Sciences, College of Arts and Sciences, College of Business and Public Administration, College of Education and Human Development, School of Engineering and Mines, Graduate School, School of Law, School of Medicine and Health Sciences, and the College of Nursing.

The 550-acre campus includes 235 buildings and 5.25 million square feet of space under roof, not including the Ralph Engelstad Arena and the Alerus Center, owned by other entities but heavily used by UND.

The breakdown of the University's population as of Fall 2006 is as follows:

Students	Staff/Faculty	Total
12,834	3,198	16,032

UND issued over \$98 million in student financial aid (loans, scholarships and grants) in fiscal year 2006. The excess financial aid is paid to the student via check or ACH. Excess financial aid is the amount refunded to the student after all current charges (tuition, fees, room & board, and etc.) are paid. During fiscal year 2006, UND distributed over \$43 million in excess student financial aid (student refunds).

#### Number of refunds (excess financial aid):

Check Payments	ACH Payments	Total Payments
13,800	6,220	20,020

Each pay period, UND issues approximately 5,000 paychecks to employees (faculty/staff). UND paid salaries in the amount of \$156 million during fiscal year 2006.

Check Payments	ACH Payments	Total Payments
1,650	3,350	5,000

The University’s multi-purpose photo ID card is called the U Card and is the official ID for all current faculty, staff, students and affiliate members. This state-of-the art, multi-functional digitized photo identification card has added ease and convenience to the University members since 1994. The U Card will remain as the official ID card for all current faculty, staff, students and affiliate members.

In March 2007, the University began a phased implementation of electronic door access. Plans are to use, at a minimum, a dual proximity technology when cards are reissued. No timeline has been set for the recarding.

See Appendix D for additional information on the U Card.

UND has announced that effective fall semester 2007, UND will offer e-payment services. Students will have the convenience of paying their bills online, 7 days a week from anywhere in the world. Payments may be made online through Campus Connection using e-Check or specific credit cards. The e-Check option is a fast, free, and convenient method to pay the bill directly by debiting your bank account.

In addition to online payment capability, UND is also in the process of implementing functionality that includes online E-bill presentment, e-mail notification, and payment plans. Also, UND students will be able to authorize parents/others for online access to the student’s UND information.

In conjunction with implementation of online payment, UND will be outsourcing credit card processing for student payments to a third party (TouchNet PayPath). This will ensure compliance with online credit card processing security requirements as well as eliminate credit card merchant fees on online credit card payments on student accounts. Students may choose to use their MasterCard, Discover or American Express credit cards. Visa will not be accepted. There will be a 2.75% non-refundable service fee assessed to the student by the third party vendor. As a result, the direct cost of the convenience of using a credit card for payment will be passed along to those who choose that convenience. Credit card payment options will only be available online; to maintain compliance with credit card processing security requirements, credit cards will not be accepted at the Business Office teller windows.

**2.1.2 SCOPE OF WORK**  
**Project Summary**

The Request for Proposal (RFP) is issued by the Purchasing Office for the University of North Dakota to seek proposals for a sponsored relationship. The University has identified three (3) core services: ATM’s, local bank depository, and pay card. This would include the ability for the University to deposit financial aid and payroll

transactions to a bank account accessible through a fully functioning debit card. In addition, UND expects preferred pricing and services for our students, faculty and staff.

The U Card will remain as the official ID and door access card for all current faculty, staff, students and affiliate members. This RFP is for a University-wide pay card, not tied to the U Card.

### **DESCRIPTION OF SERVICES**

The University has identified three core services: ATM's, local bank depository, and pay card. The University will mandate the pay card for all individuals who do not elect to participate in direct deposit. Our goal is to eliminate the issuance of paper checks.

The card will be a fully-functioning debit card. The fully-functioning debit card will not have overdraft capabilities or extend credit.

The vendor will be responsible for the production and distribution of the pay card. In order for the University to serve our faculty, staff and students and benefit from this relationship, UND requires the individual account information as soon as possible for input into our financial software. UND expects preferred pricing and services for our students, faculty and staff.

The University prides itself on providing cutting edge technology for services available. UND expects ingenuity and creativity when identifying all products and services provided.

#### **A. ACCOUNT FEATURES**

1. Provide detailed pay card account offering information, including such items as transaction volume limits, ATM or debit card daily withdrawal limits, fund availability policy and practice. Provide a comprehensive fee schedule for all customer-related banking services. UND requires student faculty and staff have full access to funds with one transaction.
2. Beginning August 15, 2007, UND will be utilizing a third party vendor to process all credit card payments on accounts receivable. This vendor does not accept Visa. Because of this, UND prefers MasterCard as the pay card brand.
3. Would the pay card account offerings be different for students than for faculty and staff? If so, please provide the detail for each group separately.
4. Describe the pay card account offering available for individuals who do not qualify for a checking account.
5. Will the banking relationship privileges continue for the pay card account holder after termination of the resulting contract?
6. Describe other unique or creative services your organization will provide to enhance the pay card product offering and service. Identify your current business practice in keeping pace with new technology.

7. The University will not endorse line of credit capabilities linked to the pay card.
8. For the University local bank depository (clearing account), these funds are transferred, at a minimum, three times each week to the Bank of North Dakota with a minimum balance kept locally. We expect wire capability, deposit capability, coin and cash ordering, and coin processing.

**B. ELECTRONIC BANKING**

1. Identify your secure pay card account Internet banking capabilities (i.e. on-line bill payment, on-line funds transfer, intra-account transfers, inter-account transfers, on-line access to all products an individual account holder may have).
2. Provide detail regarding the number, type and general vicinity in which the ATMs would be located.
3. With which credit/debit networks do you have a relationship? How long has the relationship been in effect and what is the future of the relationship? How is this relationship a benefit to the University?
4. Describe your commitment for assistance during high volume pay card issuance periods, which may not be limited to the start of each semester.
5. For the University local bank depository (clearing account), we expect online access to inquire, process wires & transfers, view check images, and view statements using Microsoft Excel.
6. The University requires funds to be transferred using the ACH system.

**C. IMPLEMENTATION**

1. What type of marketing material(s) will you supply for the University pay card? Provide a detailed plan outlining the responsibilities of the various parties to introduce your pay card product to the University.
2. At pay card implementation, will any functions not be available?
3. UND must be involved in all aspects of the pay card design. UND does have the ability to design the card.
4. Would you allow pre-existing accounts within your bank to convert to the pay card? How would you advise the University of pre-existing accounts that are converted to the pay card?
5. If a transition is required at the end of this contract, the vendor awarded this RFP will not require the University to reissue pay cards regardless of any vendor logo on the pay card.

**D. REPORTS**

1. The University will expect to receive pay card electronic reports. What types of reports would be available to the University?
2. What kind of pay card reports would you provide to the University to confirm and verify royalties for the University?

**E. ON-GOING SUPPORT**

1. Provide your plan for ongoing support for each of the proposed services.
2. Provide your on-going support plan for all pay card replacements.
3. Describe your promotional plans to encourage acceptance and use of the pay card bank account opportunity, both on an initial and on-going basis.
4. Describe the marketing support you will provide the University to encourage acceptance and use of pay card accounts. Describe any incentives for cardholders to encourage use of various account features.
5. Describe any additional support you would be willing to provide.

**F. EXPERIENCE**

1. Has your financial institution been involved in any similar pay card issuance programs? If so, provide list of contact names, addresses, telephone numbers, and summary of services where implementation was successful.
2. What worked well in your experience, and why?
3. What went poorly, and why?
4. How would you propose to do things differently if you are chosen?

**G. GENERAL INFORMATION**

1. What is your organization's vision of the future of campus card programs? How will this vision benefit the University?
2. Where do you see your commitment to expanding your technology? As you or the University transitions to other technologies, what would be your commitment - financial or otherwise?
3. Summarize your philosophy about the sponsoring arrangement and what it means. Clearly state what a sponsoring relationship means to you and expectations you have of the University regarding our relationship and the

University's unique culture and dynamics. Submit any items that may favorably impact the current operating environment of the University.

4. Describe new and innovative promotional and informational opportunities, i.e., giveaways or contests that you would offer on our campuses.
5. All marketing materials distributed to faculty/staff/students such as brochures, flyers, posters, banners, etc. are subject to University approval.
6. If vendor is purchased by another company, merges with another business, renames itself or initiates any new technologies, the new entity is responsible for paying marketing costs related to new card plastics, brochures, web updates, etc. and for honoring the contract under the new business relationship.

#### **H. MISCELLANEOUS OTHER ISSUES**

1. Demonstrate your financial stability.
2. Describe any actual or potential conflicts of interest that may exist in the sponsoring relationship between your corporation and the University.

#### **2.2 ROYALTY SHARING RELATIONSHIPS**

1. "Royalties" shall mean any payments made to the University by Bank not related to services provided to Bank by University. Royalties shall include payments for the use of University marks, designs or trademarks, and payments for other intangible rights granted to Bank by the University. Be creative, innovative and generous in your royalty-sharing proposal to the University.
2. Is there a minimum guaranteed level of royalty sharing?
3. How would the long-term, individual account relationships established because of this program figure into your royalty-sharing proposal?
4. Describe royalties generated by cross selling products.
5. Payment schedule to the University will be negotiated based on the package offering.

SECTION 3  
VENDOR QUALIFICATION CRITERIA

- 3.1 The Respondent must be a company normally engaged in pay cards, ATMs, and/or banking services. The successful Respondent must possess sufficient corporate resources to satisfactorily perform the requirements of the contract in a manner commensurate with the scope of the project.

To this end, Respondents must include detailed documentation outlining all aspects of their business including how long your firm has been in the pay cards, ATMs, and/or banking services business.

- 3.2 List, by professional discipline, the total number of full time employees. Include a brief job resume of employees to be involved in this installation.
- 3.3 An organization's commitment to quality is an indication of their ability to satisfy customer needs. A Respondent's dedication to quality means fewer problems and less risk for UND. Please provide a brief summary of your company's commitment.
- 3.4 UND may request supplementary information as is sufficient, in the opinion of UND, to assure UND that the Respondent's competence, business organization, and financial resources are adequate to successfully perform the specified service.

SECTION 4  
RULES FOR PROPOSAL SUBMISSION

- 4.1 It is the sole responsibility to the Respondent to be certain that it has received a full set of the Proposal Documents when preparing to respond. Upon submission of its Proposal, the Respondent shall be deemed conclusively to have been in possession of a full set of proposal documents.

**Respondents are expected to examine the entire RFP, including all specifications, requirements, and instructions. Failure to do so will be at the Respondent's risk.**

- 4.2 Inquiries: any inquires by Respondents relating to the RFP are to be in written form and emailed ([scottschreiner@mail.und.nodak.edu](mailto:scottschreiner@mail.und.nodak.edu)) or faxed to UND Purchasing. (701-777-2125), attention: Scott Schreiner, Director.

Inquiries must be received on or before June 20, 2007. Replies will be issued in written form and signed by a UND Purchasing official, and sent out to all Respondents. The replies sent out are considered an amendment to the Proposal and shall become a part of the RFP documents.

UND Purchasing shall not be responsible for, and the Respondent shall not rely upon, any instructions or information given to any Respondent other than in writing in accordance with the requirements of the RFP documents.

- 4.3 RFP Revisions: UND Purchasing may revise the RFP documents up to three (3) days prior to Closing Date by issuance of a written amendment, signed by UND Purchasing official, which shall be issued to all Respondents. Upon issuance, all amendments shall become part of the Request for Proposal documents and the cost for doing any portion of the Scope of Work required there in, shall be included in the RFP price.
- 4.4 RFP Costs: UND Purchasing will not be responsible for any costs incurred by Respondents which may result from the preparation or submission of the proposal documents pertaining to the RFP.

Failure to provide appropriate samples may result in disqualification of the vendors' proposal. Samples will not be returned unless specifically requested in this response. Samples will be returned at the vendor's expense. UND Purchasing will dispose of any samples received with a proposal after 90 days of the RFP closing date.

- 4.5 Tentative RFP Time Period and Work Time Line: Be advised that these dates are subject to change as UND deems necessary.

June 8, 2007	RFP documents released.
June 20, 2007	Last day for Respondent's inquiries.
July 17, 2007	Last day for RFP revisions.
July 20, 2007	RFP Closing Date (Time: 2:00 PM CDT)

September 4-7, 2007	Oral Presentations (as determined by UND Purchasing)
September 24, 2007	Award RFP / Contract Negotiations begin
January 1, 2008	Commence with work.

4.6 The RFP response submitted shall be valid and cannot be withdrawn for a period of 60 days following the RFP closing time and date.

4.7 Proposal Receipt and Opening

4.7.1 Submission of Proposals: Respondents are required to use any attached forms, and additional sheets with the proper headings (RFP #, your company name) on each page submitted.

4.7.2 Telephone or facsimile proposals will not be accepted.

4.7.3 The original and six (6) copies and one electronic copy (in Microsoft Word on CD-ROM) of the Proposal and supplemental materials and attachments, must be submitted in a sealed package on or before 2:00 PM CDT, July 20, 2007. All documents should be 8 ½” x 11”. Do not place the original in a ring binder. The copies should be bound in a manner that facilitates easy handling and reading by the evaluation committee. The original and the copies must be exactly the same. The Proposal may be mailed or hand carried to:

<p><u>Physical Address</u>                  University of North Dakota                  Attn: Scott Schreiner                  Purchasing Office                  Room 114, Twamley Hall                  264 Centennial Drive Room 114                  Grand Forks ND 58202-8381</p>	<p><u>Mailing Address</u>                  Scott Schreiner                  Director                  University of North Dakota                  Purchasing Office                  264 Centennial Drive Room 114                  Stop 8381                  Grand Forks ND 58202-8381</p>
--	--

Clearly marked on the outside of the package must be the proposal description, “RFP - #157-2007”, as well as the Respondent’s organization name, and full address.

4.7.4 Any Proposal response received after the Closing Date and Time shall be considered disqualified and will be returned unopened to the submitting Respondent.

4.7.5 Respondent amendments to a Request for Proposal must be mailed to the above address with the proposal description, “RFP - #157-2007” clearly marked on the outside of the envelope, as well as the Respondent organization name and full address. Respondent amendments must be received by UND Purchasing on or before Closing Date and Time.

4.7.6 UND Purchasing accepts no responsibility for non-receipt and delays in receipt caused by mail carrier.

- 4.7.7 Proposals submitted which contain qualifying conditions or otherwise fail to conform to submittal instructions may be disqualified or rejected.
- 4.7.8 Proposal opening will take place after the Closing Time at the UND Purchasing Office, Room 114, Twamley Hall, Grand Forks, ND, with committee review and evaluation following thereafter.
- 4.7.9 Committee recommendations may result in further RFP clarifications, which may include oral presentations. Any oral presentations will be at UND Purchasing discretion and scheduled by UND Purchasing.

#### Award

The University has requested three (3) core services: ATM's, local bank depository, and pay card.

- 4.8.1 The University reserves the right to award a contract in whole or in part, to award multiple contracts to multiple Respondents, to re-solicit for proposals or to temporarily or permanently abandon the procurement.
- 4.8.2 If the University awards a contract, it will award the contract to the Respondent or Respondents whose proposal(s) is (are) the most advantageous to the University. UND Purchasing reserves the right to award on basis of the best qualifying proposals.
- 4.8.3 Acceptance or Rejection of RFP Response: Issuance of this RFP does not compel the University to award. The University reserves the right to accept or reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. UND Purchasing may award a contract based on proposals received without discussion of such proposals. Accordingly, each proposal should be submitted with the most favorable response available. The University reserves the right to request clarification or additional information.
- 4.8.4 Negotiations: UND Purchasing reserves the right to negotiate for final agreement with the Contractor(s) offering the best qualifying proposal and upon mutual agreement of UND and Contractor(s).

SECTION 5  
PROPOSAL RESPONSE FORMAT

5.0 Proposal Format

**Within one week of receiving the RFP, a potential Respondent must return a signed “Letter of Acknowledgment” (Use Appendix #1).** This letter can be mailed, faxed, or emailed to the attention of UND Purchasing. The “Letter of Acknowledgment” must provide the Respondent’s correct contact, address, phone, and fax information which will be used for communications throughout the RFP process.

The Letter of Acknowledgment serves as Respondent registration for the RFP. **Potential Respondents that do not return the “Letter of Acknowledgment” will not receive any amendments to the RFP or other communication.** UND reserves the right to reject any Respondent’s proposal, when a “Letter of Acknowledgment” has not been received.

Respondents who sign and return the Letter of Acknowledgment are not obligated to submit a proposal.

Response to the RFP should follow in the order provided below. The response should be specific and complete in every detail, prepared in a simple and straight-forward manner, and typewritten. Every item must be addressed; if specification cannot be met, please indicate reason for non-compliance. Additional information, detail, brochures, drawings are accepted as part of the RFP response.

Periods of time, stated in days, in the RFP or in the response, shall be in calendar days.

5.1 Appendix - B. Signature Page shall be attached to the front of the proposal response and shall be signed by an official who has full authority to represent the organization responding to the RFP.

5.2 Section 1. - Standard Terms and Conditions  
Response is to include statement of agreement to this section and/or your proposed changes. Any additional terms and conditions submitted with a RFP response are of no effect unless accepted in writing by UND Purchasing. Proposals with any additional terms and conditions may be rejected as non-responsive.

5.3 Section 2. - Scope of Work  
Statements to each point in Section 2 must be provided in your response.

5.4 Section 3. - Vendor Qualification  
Statements to each point starting with Section 3.1 through 3.4 must be addressed in order given.

SECTION 6  
EVALUATION

- 6.1 A committee comprised of UND personnel will serve to evaluate all responses. Should oral presentations be required, these will be presented to this committee.

Evaluations will be made using the criteria listed in Section 2.0 as to determine the best qualified response meeting the items provided in Section 1, Section 2, and Section 3, and final costs.

APPENDIX - A  
LETTER OF ACKNOWLEDGMENT

This "Letter of Acknowledgment" must be returned via fax immediately upon receipt of RFP documents.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

We intend to \_\_\_\_\_ provide/ \_\_\_\_\_ not provide a Proposal as requested (check one).  
This letter of acknowledgment does not obligate your firm to respond to the RFP.

Return to: Scott Schreiner - Purchasing  
PO Box 8381  
University of North Dakota  
Grand Forks, ND 58202-8381  
Tel: 701-777-2681  
Fax: 701-777-2125

APPENDIX - B  
SIGNATURE PAGE

RFP preparer information and official signature.

Must be included as Page 1 of the Response to Request for Proposal

RFP PREPARER:

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICIAL AUTHORIZING SIGNATURE:

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

RFP addenda received: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

APPENDIX - C

ADDITIONAL INSURED, WAIVER OF SUBROGATION,  
ATTORNEY REPRESENTATION, NOTICE OF COVERAGE CHANGE, AND  
SEVERABILITY OF INTERESTS ENDORSEMENT

Reference to Section 1.9 (B)(4), (B)(5)

This form or an equivalent endorsement to be completed by vendor of award and shall become a part of the contract.

A certificate of insurance has been provided to \_\_\_\_\_ by the undersigned insurer on behalf of:

for the following project:

This endorsement is to comply with the University of North Dakota requirements regarding insurance. It is understood and agreed that:

- 1 with respect to the insurance policies listed on the certificate, the University of North Dakota and the State of North Dakota, including their agencies, officers, and employees, are named as additional insureds.
- 2 with respect to the insurance policies listed on the certificate, the undersigned insurer hereby waives all rights to subrogation against the University of North Dakota, including its officers and employees, under the insurance policies as so indicated on the certificate.
- 3 any attorney who represents the University of North Dakota under the insurance policies indicated on the certificate must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under section 54-12-08 of the North Dakota Century Code.
- 4 the insurance policies indicated on the certificate, as well as any endorsements thereto, may not be canceled or modified without thirty (30) days' prior written notice to the University of North Dakota.
- 5 the policies as stated on the certificate of insurance include a cross liability or severability of interests clause in addition to the waiver of subrogation contained in this endorsement.
- 6 with respect to the insurance policies listed on the certificate, such policies shall be primary (i.e., first pay) in respect to any insurance, self-insurance, or self-retention maintained by UND and any insurance, self-insurance, or self-retention maintained by the UND shall be in excess of Contractor's insurance and shall not contribute with it.

The undersigned also certifies that he/she are authorized to make this endorsement on behalf of said insurer.

Insurer \_\_\_\_\_

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

## APPENDIX - D

The University's multi-purpose photo ID card is called the U Card and is the official ID for all current faculty, staff, students and affiliate members. This state-of-the art, multi-functional digitized photo identification card has added ease and convenience to the University members since 1994. The U Card will remain as the official ID card for all current faculty, staff, students and affiliate members.

The U Card provides campus identification and access to the following goods and services:

- dining services
- athletic events
- time-keeping solutions
- door access
- wellness center
- point of sale
- student tickets
- library resource materials
- laundry and beverage vending
- photocopier

In addition, the U Card supports an on-line stored value program. These declining accounts for on campus purchases include:

- U Ca\$h - primary campus stored value account
- Dining Dollars – stored value account within Dining Services
- UnipriNT – stored value account for network printing within computer labs

Currently, the U Card has five value transfer machines on campus for making deposits to individual U Ca\$h accounts.

On campus, the U Card accesses the privilege control system database (software provided by The CBORD Group, Inc.) to verify eligibility for the various functions of the card. The Privilege Control System is updated daily at the beginning of each semester. Throughout the year, as eligibility changes (academic changes/withdrawals or employment hires/terminations), the database is updated and all card related services change accordingly.

The U Card Office is responsible for identity verification and the issuance of all cards, badges and access credentials for all University members. Over the past five years, the U Card Office issued approximately 16,288 new student cards, 1,987 new faculty/staff cards, and 7,806 replacement cards. For fiscal year 2006, the U Card was swiped over 3.4 million times to access campus services.

The U Card Office consists of two areas: production and administration. The production office is centrally located on campus in the Memorial Union, while the administration office currently occupies an office suite within the Dining Services Building. U Card staffing includes 1.0 Director, 2.5 support positions, and 4.0 student employees.

In March 2007, the University began a phased implementation of electronic door access. Plans are to use, at a minimum, a dual proximity technology when cards are reissued. No timeline has been set for the recarding.