

**Request for Proposal (RFP)**

**RFP No. 021521**

**University of Arkansas**

**Comprehensive Banking Services**

**PROPOSAL RELEASE DATE: February 16, 2021**

**MANDATORY PRE-PROPOSAL CONTACT**

**INFORMATION DUE: February 19, 2021, 4:00 PM CST**

**Reference Section 5 Mandatory Pre-Proposal Meeting**

**MANDATORY PRE-PROPOSAL**

**TELE-CONFERENCE: March 9, 2021, 2:30 PM CST**

**Access information will be provided.**

**PROPOSAL DUE DATE: March 31, 2021**

**PROPOSAL DUE TIME: 10:00 AM CST\***

**BID OPENING EVENT: 2:30 PM CST**

**SUBMIT ALL PROPOSALS TO: BY US POSTAL SERVICE:**

University of Arkansas – Business Services

UPTW Room 101

1 University of Arkansas

Fayetteville, AR 72701

**BY FedEx, UPS or other private carrier to**

**Physical location:**

University of Arkansas – Business Services

UPTW Room 101

1001 East Sain Street

Fayetteville, AR 72703

**Signature Required For Proposal**

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives the University’s purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

|  |  |
| --- | --- |
| **Respondent Name:** |  |
| **Mailing Address:** |  |
| **City, State, Zip:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Typed/Printed Name of Signor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST arrive and be time-stamped by the Procurement Office, located at:**

**University of Arkansas – Business Services**

**UPTW Room 101**

**1001 East Sain Street**

**Fayetteville, AR 72703**

**prior to the time and date specified in the RFP. RESPONDENT NAME, BID NUMBER, AND BID OPENING DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.**

**COVID-19 TEMPORARY CONSIDERATIONS:**

* Under current circumstances and restrictions with COVID-19, packages delivered directly:

**By USPS:**

University of Arkansas – Business Services

UPTW Room 101  
1 University of Arkansas

Fayetteville, AR 72701

**By FedEx, UPS or another private carrier to Physical Location:**

University of Arkansas – Business Services

UPTW Room 101

1001 East Sain Street

Fayetteville, AR 72703

* In the event the University is closed to the public during a scheduled bid opening event, virtual access will be provided. Information on joining a virtual bid opening will be posted on [HogBid](https://hogbid.uark.edu/) prior to the bid opening date.
* This specific bid opening event is scheduled for access via Webex:

Login access details will be furnished prior to the RFP opening event in the form of an Addendum which will be posted on HogBid.

**INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS:**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

**MINORITY AND WOMEN-OWNED BUSINESS (MWOB) POLICY:**

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UA shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and proposals for University projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

1. **Minority-Owned Business** is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:

* African American
* Hispanic American
* American Indian
* Pacific Islander American
* Asian American
* A Service-Disabled Veteran as designated by the United States Department of Veterans Affairs

1. **Women-Owned Business** is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of the State of Arkansas.
2. **Eligibility and Certification**

The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority-owned and women-owned businesses. Increase the opportunity for your minority or women-owned business to sell products and services to the State of Arkansas: <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>. Certification indicates that your company has undergone a review process to show that it is 51% or more owned, controlled and operated by a minority or woman as defined above. Certification is granted for two years and allows participation in the procurement process as a MWOB.

If certified, the Prospective Contractor’s Certification Number should be included on the Proposal/Response Signature Page.

1. **Recommended Resources**

* Doing Business with UA
* Vendor registration: <https://businessservices.uark.edu/doing-business-at-university.php>
* Doing Business with the State
* Registering your company with the Office of State Procurement as a vendor allows you to do business with the State of Arkansas: <https://www.dfa.arkansas.gov/procurement/vendor-information/>
* Arkansas Procurement Technical Assistance Center assists Arkansas small businesses to succeed in obtaining government contracts: <https://www.uaex.edu/business-communities/arkansas-ptac/default.aspx>.

**General Campus Background for University of Arkansas**

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA has 10 colleges and schools offering more than 260 academic degree programs. As of Fall 2020, student enrollment totaled approximately 27,562. The faculty count totaled 1,564 and the staff count totaled 3,346. The UofA is one of the nation’s top public research universities and the state’s foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA as having "the highest possible level of research," placing us among the top three percent (3%) of colleges and universities nationwide.

**1.** **DESCRIPTION AND OVERVIEW OF RFP**

The University of Arkansas (“the University”) is releasing this Request for Proposal to solicit proposals from qualified and reputable Respondents for Comprehensive Banking Services. To facilitate the evaluation of proposals, the services have been divided into seven Service Groups as listed below.

Firms may propose to provide ***one or more*** of these services. The University intents to select one or more financial institutions to provide the required services.

Service Group 1: General Banking

Service Group 2: Depository/Local Banking

*Note: Respondent proposing to provide Service Group 2 must respond to the questions asked in Service*

*Group 1.*

Service Group 3: Lockbox Processing

Service Group 4: Merchant Card Processing

Service Group 5: Payroll Card Processing

Service Group 6: Outsourced Check Printing Services

Service Group 7: Invoice Management Services

One of the key objectives of this RFP is to identify financial partners that will support UofA in a strategic and innovative manner and be forward thinking. The timing of this RFP coincides with the implementation of Workday as the ERP system for the University of Arkansas System. Proposals should highlight opportunities to leverage the University’s ERP system for greater operational efficiencies.

Through the use of financial services, UofA is seeking efficiencies that could reduce or eliminate the need for centralized receipting on campus.

**Each Respondent should clearly state in a signed cover letter to the proposal the Service Group(s) it is proposing to provide.**

**2.** **SCOPE OF WORK**

The University currently maintains two banking relationships for cash management services. The primary bank provides check disbursement, electronic transfers (ACH and wire), and consolidation of bank deposits. A local bank provides essential cash management services such as coin and currency deposits and fulfilling coin and currency orders. The University is likely to maintain a two-bank approach which is why banking services are divided between Service Groups 1 & 2.

**2.1** **Service Group 1: General Banking**

1. **General Requirements:** The University’s primary banking relationship with BOK Financial consists of eight demand deposit accounts. Of these eight accounts, there is one ZBA Master and seven ZBA Subsidiary accounts.

A summary of the accounts under this relationship is listed below:

1. Federal Funds Deposit (ZBA Master)
2. Credit Card (ZBA Subsidiary)
3. UAF Payroll (ZBA Subsidiary)
4. External Access (Razorbucks) (ZBA Subsidiary)
5. UAF SIS/CD (ZBA Subsidiary)
6. UAF SOF (ZBA Subsidiary)
7. Vendor/Travel (ZBA Subsidiary)
8. Web Cashier (ZBA Subsidiary)

Requirements include:

1. Establish a minimum of 8 demand deposit accounts to meet the banking requirements of the University and maintain accurate records of activity in those accounts,
2. Offer ZBA services,
3. Offer online banking services, and
4. Bank statements must cutoff on the last day of the calendar month.
5. **Deposit Services:** All University deposit services are included in Service Group 2: Depository/Local Banking.
6. **Disbursement Services:** The University disburses approximately 3,440 controlled disbursement checks per month from three accounts: UAF Payroll, UAF SIS/CD, and Vendor/Travel. Of the 3,440 checks, approximately 425 (12.4%) are from the UAF Payroll account. Positive pay services are used on these accounts. The University is considering the use of payee positive pay.

The University pays hourly employees semi-monthly, and all other employees are paid monthly at the end of the month.

Two disbursement files are generated and sent daily for accounts payable disbursement and travel expenses, one for checks and the other for ACH. The ACH file ranges between $1.0 million and $5.0 million, with $1.0 million being more common.

Required services include:

1. Provide controlled disbursement services,
2. Provide positive pay services with online transmission of check details,
3. Provide online positive pay exception item review and correction,
4. Provide online stop payment services,
5. Provide CD-ROM or alternative electronic archival of cleared checks (images of front and back) for 7 years plus the current year.
6. **Electronic Transfer of Funds:** The University processes approximately 16,049 ACH credits and 4,742 ACH debits per month. Hourly employees are paid semi-monthly and salaried employees are paid monthly. When the semi-monthly and monthly payroll cycles overlap, the ACH file can reach as much as $22.0 million.

The University initiates around 27 fed wires and receives 18 fed wires per month. The University also initiates approximately 21 international wires per month and receives about 2 international wires per year. International wire transfers have been made in the following currencies: Euros, U.K. Pounds, Australian Dollars, Swiss Francs and Thai Baht. Previously, UofA has also made FX transactions in Mexico pesos, Canadian Dollars, Indian Rupees, South Korean Won, Japanese Yen, and Danish Krone.

**FX Wires – For 12 months ending November 30, 2020**

|  |  |  |
| --- | --- | --- |
| **Foreign Currency** | **# of Wire Transfers** | **USD Equivalent** |
| Euros (EUR) | 37 | $1,986,389 |
| U.K. Pounds (GBP) | 3 | $7,957 |
| Australian Dollars (AUD) | 1 | $31,515 |
| Swiss Francs (CHF) | 1 | $107 |
| Thai Baht (THB) | 1 | $1,337 |
| **Total (Annual)** | **43** | **$2,207,304** |

Required services include:

1. Accept and send ACH transactions,
2. Provide ACH debit blocking services,
3. Provide a secure electronic method for initiating wire transfers, and
4. Receive and send international wires.
5. **Reporting:** The University requires online access to daily reports of balances and transaction details, including current and prior day reporting of ledger balance, available balance, and summary and details of credits/debits posted. Current day and prior day reporting of wire activity and ACH receipts is also required. UofA closely monitors and tracks the University’s daily cash position.

Required services include:

1. Provide online balance reporting services,
2. Allow approximately 10 University employees to access the bank’s online reporting system with different levels of authorization,
3. Provide online monthly activity statements and reports for all accounts for three years,
4. Provide full account reconcilement services for disbursements and deposits, and
5. Provide a detailed monthly account analysis statement for each account and a consolidated statement.
6. **Bank Balances:** Over the last 12 months, the University’s bank balances have fluctuated from $74.8 million to $137.2 million with an average balance of approximately $101.7 million. Bank deposits must be collateralized in accordance with state statute. The University will allow for Federal Home Loan Bank Letters of Credit to be accepted as collateral for deposits. The University would prefer to have an interest-bearing account or an automated sweep into a money market mutual fund to eliminate the need to manually transfer funds into/out of an investment vehicle.

Required services include:

1. Provide a competitive earnings credit rate for bank balances, and
2. Provide an overnight investment service (sweep) and/or interest-bearing account for excess cash balances in the demand deposit accounts.

**2.2** **Service Group 2: Depository/Local Banking**

The University deposits an average of 1,430 checks per month. Of this 1,430, approximately 65 are deposited at a local branch and 1,365 are deposited via remote deposit capture (“RDC”). The University currently uses 4 to 6 RDC terminals with activity occurring at 4 physical locations.

The University is discouraging the use of cash and is seeking to move towards a “cashless” campus. These efforts have shown success with the University planning to eliminate its centralized cashiering location and discontinuing armored courier services. Historically, the University has collected significant amounts of coin from parking meters. Students and visitors are using mobile apps and walk-up to pay parking fees, decreasing the amount of coin collected.

The University is seeking a banking partner with a local physical branch to help its efforts by processing cash and check deposits that still may be received by departments. Historically, there were approximately 65 deposits made directly to a bank branch. The transition to eliminate a centralized cashiering location may increase the number of deposits to approximately 250 per month. The Local Banking provider will be expected to handle all of the University’s cash and currency needs (deposits and orders). The University collects approximately $205,000 on average in currency and coin each month. The University does not regularly make any currency and coin change requests.

UofA uses 4-digit location codes (deposit reconciliation services) to identify the department/location making deposits. These 4-digit location codes are included in the BAI file sent to the University daily.

UofA would be very interested if its Local Banking provider would be willing to accept large cash payments from students directly. This would eliminate the security risk of a UofA employee transporting the currency to the bank branch. One option would be for the local bank branch to accept the payment and transmit the details (student ID or invoice number and payment amount to UofA). The details could be transmitted in a separate file or combined with lockbox remittances. A second option would be for the local bank branch to convert the currency payment into a cashier’s check at no fee to the student. The student can then make the payment by cashier’s check to the University.

In addition, the Local Banking provider will be expected to be a partner to the University’s employees and students by cashing checks and providing a package of banking services for interested employees/students. These services are currently provided by First Security Bank.

Required services include:

1. Process the deposit of approximately 1,430 checks per month at a local branch or by remote deposit capture,
2. Maintain a physical branch location in close proximity to the University,
3. Process the collection of $205,000 in currency and coin per month at a local branch location,
4. Provide deposit reconciliation services,
5. Supply currency and coin through the University’s on rare occasions,
6. Image deposited items,
7. Provide a package of banking services to the University’s employees and students, and
8. Cash employee payroll checks, student refund, and other miscellaneous checks at no cost to the University or the payee.

**2.3** **Service Group 3: Lockbox Processing**

The University uses two primary lockboxes with BOK Financial.

The first lockbox uses a single P.O. Box to receive 3 types of payments/correspondence.

* Student payments – These payments are processed and identified using the student identification number. These accounts have a preceding “P” before the 9-digit student ID number. A flat file is transmitted to the UofA with the student ID number, amount, and date received.
* Invoice payments – The invoice number is used for payment identification. The invoice number is alpha-numeric using “CI” and then up to 8 characters (sometimes with a dash). The payment file is picked up by Workday for daily processing.
* Non-data – These are items received that don’t include a student ID number or invoice number. These items are imaged and processed by UofA employees, with funds being deposited into the relevant University bank account.

|  |  |
| --- | --- |
| **Lockbox #1** | |
| **Purpose** | * Student payments * Accounts receivable invoices * Non-data items |
| **Lockbox Type** | Wholesale  Retail  Wholetail |
| **Annual Collections (Dollars Processed)** | $63,132,308.47 |
| **Annual Volume Received (Transactions Received)** | 9,634 |
| **Standard Remittance Documents** | Yes  No |
| **Items Scanned** | Envelope  Check Remittance Document  Correspondence |
| **Images Available Online** | Yes  No |
| **Length of Time Images are Accessible** | 7 years |
| **Payment Data Transmitted?** | Yes  No |
| **Physical Copies Returned** | Yes  No |

|  |  |
| --- | --- |
| **Activity by Month for Lockbox #1** | |
| **July 2019** | 757 |
| **August 2019** | 1,511 |
| **September 2019** | 990 |
| **October 2019** | 510 |
| **November 2019** | 621 |
| **December 2019** | 618 |
| **January 2020** | 1,300 |
| **February 2020** | 727 |
| **March 2020** | 518 |
| **April 2020** | 424 |
| **May 2020** | 553 |
| **June 2020** | 523 |

The second P.O. Box is used for receipt of membership dues, donations, and other payments to the Arkansas Alumni Association.

|  |  |
| --- | --- |
| **Lockbox #2** | |
| **Purpose** | Arkansas Alumni Association |
| **Lockbox Type** | Wholesale  Retail  Wholetail |
| **Annual Collections (Dollars Processed)** | $500,000 |
| **Annual Volume Received (Transactions Received)** | 15,000 |
| **Standard Remittance Documents** | Yes  No |
| **Items Scanned** | Envelope  Check Remittance Document  Correspondence |
| **Images Available Online** | Yes  No |
| **Length of Time Images are Accessible** | 7 years |
| **Payment Data Transmitted?** | Yes  No |
| **Physical Copies Returned** | Yes  No |

Copies of sample remittance documents can be found in Appendix III.

Required services include:

1. Process and image checks and remittance documents received,
2. Provide online access to images of processed items and remittance documents,
3. Provide online reporting and download of transaction detail and summary, including account numbers and payment amounts, and
4. Provide exception item review and correction.

**2.4** **Service Group 4: Merchant Card Processing**

The University accepts credit and debit cards as a form of payment. Annual merchant card processing volume is approximately $115.5 million. The University processes approximately 821,957 transactions per year. The table below summarizes the annual dollar amount and annual transactions for each card type for the 12 months ended February 29, 2020. These services are currently provided by BOK Financial.

|  |  |  |
| --- | --- | --- |
| Card Type | Annual Sales | Annual Transactions |
| MasterCard | $32.3 million | 216,003 |
| American Express | $20.6 million | 32,425 |
| Visa | $37.4 million | 155,967 |
| Visa Debit | $20.8 million | 390,841 |
| Discover | $4.4 million | 26,721 |
| **Total** | **$115.5 million** | **821,957** |

There are currently 31 Merchant Identification Numbers (MIDs) that utilize either in-person POS or online payments. The University adds 2 to 4 new MIDs per year, while also closing some MIDs throughout the year. The University owns 82 merchant card terminals.

|  |  |
| --- | --- |
| **Merchant Card Terminal** | **Quantity** |
| Clover Mini Cellular | 7 |
| Clover Stations Networked | 8 |
| FD410 Cellular | 11 |
| FD130 Networked/Analog Phone | 21 |
| Parkion Pay by Foot Meters | 27 |
| Civic Smart Meters | 6 |
| Verifone MX915 | 2 |

The University attempts to connect all software applications to Cashnet as the main web processing gateway. The University is currently processing merchant cards through the following software applications:

|  |  |
| --- | --- |
| **Department** | **Software Application** |
| University Computer Store | Cybersource |
| University Computer Store | Ratex With MX915 |
| Athletics | Paciolan |
| Treasurer’s Office and Gift Services | Payeezy |
| Parking | Parkion with Woosh |
| University Recreation | Fusion With Cashnet |

The University charges a direct service fee on all tuition MIDs. The service fee is controlled by the University.

The University is in the process of purchasing P2PE devices for Athletics. These devices are only compatible with Bluefin and will be outside of the scope of this RFP.

The University will require that its merchant card provider services on a pass-through basis (versus bundled pricing) and that all fees paid to card-issuing banks, card associations, and the payment processors be disclosed. Monthly statements are needed for each individual merchant location as well as a consolidated statement showing charges for all accounts. Merchant processing fees will be invoiced to the University and paid monthly.

Required services include:

1. Provide Payment Card Industry Data Security Standard (PCI DSS) compliant merchant card services or contract with a third-party processor to do so,
2. Process credit card payments (MasterCard, Visa, American Express, and Discover),
3. Process online payments,
4. Process debit card transactions via swipe and PIN-based methods,
5. Transfer funds to a designated University bank account on a next-day basis,
6. Robust online reporting tools and option of programmatic download of sanitized report data,
7. Provide a detailed online monthly analysis statement for each individual merchant location, terminal and a consolidated statement showing charges for all account services,
8. Apply all fees to MIDs individually for their stated activity,
9. Reliable technical support for dial-out terminal troubleshooting, supply reorder and maintenance,
10. Clearly split out interchange and assessment fees on monthly invoices through a pass-through pricing model, and
11. Provide reliable technical support for PCI DSS compliance efforts (ad hoc service, service provider relationship support) and provide detailed online compliance reporting tools.

**2.5** **Service Group 5: Payroll Card Processing**

The University employs approximately 9,280 employees during an academic year. Of these 9,280 employees, approximately 5,899 are full-time and 3,381 are students. There will be approximately 11,191 W-2s generated for 2020.

Salaried employees are paid monthly on the last business day of the month. Of the 5,909 salaried employees, approximately 99% are paid by direct deposit. Approximately 31 salaried employees receive checks. These checks average approximately $1,600 per check.

Hourly employees and students are paid semi-monthly on the 15th and the last business day of the month. Of the approximately 3,371 hourly employees, 94% are paid by direct deposit. The rest are paid either by check or utilize the payroll card option. Approximately 189 employees/students receive semi-monthly checks. The average amount of the semi-monthly check is $88.

There are approximately 331 payroll cards actively used today and are provided by Skylight/Netspend

The University is looking for a partner that will assign specific individuals to the relationship that will become familiar with the UofA’s program for expedited resolution to potential issues.

Required services include:

1. Accept any University employee or student that would like to participate in the program,
2. Provide administrative card management,
3. Allow 100% withdrawal of employees’ pay,
4. Support marketing to University employees and students,
5. Provide written instructional materials when employees and students sign up,
6. Offer a system linked to a wide range ATM network (e.g. STAR, Cirrus, Plus, Maestro),
7. Provide 24/7 telephone customer service for lost or stolen cards,
8. Provide dedicated support to the University’s program administrators to resolve funding issues,
9. Provide employees with a detailed monthly statement,
10. Provide a method to load the cards out of cycle for on demand payments, and
11. Prohibit overdrawn accounts.

**2.6** **Service Group 6: Outsourced Check Printing Services**

The University currently prints checks internally and is interested in exploring an outsourced check printing solution. The majority of checks issued by the University are for accounts payable. There are approximately 3,440 checks disbursed each month against three bank deposit accounts: UAF Payroll, UAF SIS/CD, and Vendor/Travel. The table below indicates volume by type during the 12-month period ended February 29, 2020:

|  |  |
| --- | --- |
| **Classification** | **Annual**  **Check Volume** |
| UAF Payroll | 5,100 |
| UAF SIS/CD | 4,824 |
| Vendor/Travel | 31,368 |
| **Total** | **41,292** |

All checks must be issued against a University of Arkansas bank account with the ability to include images of UofA’s logo and bank signatories. The volume of Vendor/Travel checks is anticipated to decrease as UofA fully leverages Workday’s capabilities in vendor management.

Accounts payable checks are processed primarily on Tuesdays and Fridays to be mailed the following business day. The selected firm should be able to provide mailing and postage services.

Required services include:

1. Accept electronic transmittal of payment details and remittance information from Workday,
2. Print checks in the format prescribed by the University against a University bank account,
3. Send an electronic print reconciliation report with counts, amounts, and statistics pertinent to the processed data after the completion of each production run,
4. Provide management reports for reconciliation, control, and information purposes, as required,
5. Process and prepare (fold, insert, and meter) all mailings with correct postage rates for all outgoing USPS mail in accordance with USPS requirements for mailing, and
6. Regularly sample checks for MICR line testing to ensure conformity with ANSI standards.

**2.6** **Service Group 7: Invoice Management Services**

The University is interested in exploring invoice management services through the RFP process. The University is searching for a solution to assist in the receipt, processing, and reporting of the invoice for payment. If proposal responses do not indicate a clear value proposition to UofA, this Service Group may not be awarded.

Required services include:

1. Image and capture the data from the invoice,
2. Transmit pertinent data for upload into Workday.

**3. COSTS / PRICING**

Respondents must provide detailed/itemized pricing for each individual component, and/or the overall system, as listed on the Official Bid Price Sheet provided within this RFP document **(See Appendix I)**.

If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing.

Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate

evaluation. Pricing must be valid for one hundred twenty (120) days following the bid Proposal due date

and time. Upon bid award, all pricing and/or discounts must be firm for a period of three (3) years. UA will

not be obligated to pay any costs not identified on the Official Price Sheet. Respondents must certify that

any costs not identified by the Respondent, but subsequently incurred in order to achieve successful

operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the

Proposal.

**4. RESPONDENT REFERENCES**

Respondents must provide a minimum of four (4) references, preferably in higher education, (including the organization’s name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services requested. UA reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. **See Appendix II for format.**

**5. MANDATORY PRE-PROPOSAL MEETING**

A mandatory conference call will be held by the University of Arkansas on the date, time, and through means as specified on the cover sheet of this RFP document. The purpose of the conference will be to provide a forum for Respondents to obtain clarification about the RFP prior to finalizing their responses.

Questions should be submitted to contacts listed below in advance of the scheduled conference for preparation purposes to make the best use of time during discussion. Vendors who anticipate responding to this RFP are required to participate in this pre-proposal conference to discuss information and clarifications. Proposals will **NOT** be considered from vendors who have not participated in the mandatory pre-proposal conference.

**Ellen Ferguson, Sr. Procurement Coordinator**

[**ellenf@uark.edu**](mailto:ellenf@uark.edu)

With copy to:

David Calvert, Director; PFM Asset Management

[treasuryconsulting@pfm.com](mailto:treasuryconsulting@pfm.com)

**Provide mandatory pre-proposal meeting contact information to Ellen Ferguson –** [**ellenf@uark.edu**](mailto:ellenf@uark.edu) **– no later than 4:00 PM CST, February 19, 2021. That information will be used to create a MS Teams invitation.**

**6. RESPONDENT’S RESPONSIBILITY TO READ RFP**

It is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including any and all appendices. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract. This engagement is separate from any other engagement Respondent may be currently pursuing with the University of Arkansas. Interpretation by and of the University of Arkansas is final.

**7. PROJECTED TIMETABLE OF ACTIVITIES**

The following schedule will apply to this RFP, but may change in accordance with the UA's needs:

02/16/21 RFP released to prospective respondents

**03/01/21** 4:00 PM CST – Initial round of questions accepted to be addressed at the Pre-Proposal Conference

03/09/21 Mandatory Pre-Proposal Conference

03/12/21 4:00 PM CST - Last date/time UA will accept questions

03/17/21 Last date UA will issue an addendum

03/31/21 Proposal submission deadline 10:00 AM CST

03/31/21 Bid Opening Event 2:30 PM CST

**Note:** Attendance at RFP opening is not required. No award will be made. Only names of respondents, and a preliminary determination of proposal responsiveness, will be made at this time.

Week of May 31st Respondent Presentations (if necessary)

TBD Notice of Intent to Award

Upon Intent To Award TBD**\*** Contract Negotiations Begin

Upn Contract Approval Service to Commence (upon final legislative approval, if applicable)

**\***UA places a value on all elements of this RFP. As such, after evaluation of Proposals and selection of Contractor(s), the UA reserves the right to further negotiate with the selected respondent on any or all elements, and to award accordingly.

**8. CONTRACT TERM AND TERMINATION**

The term (“Term”) of any resulting Contract will begin upon date of Contract award.  If mutually agreed upon in writing by the Contractor and UA, the term shall be for an initial period of four (4) years, with option to renew at the end of the contract term for three (3) additional years, for a combined total of seven (7) years (or 84 months). The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

**a)** If at any time the services become unsatisfactory, UA will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by UA, Office of Business Affairs. Additionally, the Contract may be terminated, without penalty, by UA without cause by giving thirty (30) days written notice of such termination to Contractor.

**b)** Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.

**c)** In no event shall such termination by UA as provided for under this section give rise to any liability on the part of UA, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UA’s sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

**9. GENERAL INFORMATION FOR RESPONDENTS**

**9.1** **Distributing Organization**

This RFP is issued by the Office of Business Affairs at UA. The University Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

**Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent via email to:

**Ellen Ferguson, Sr. Procurement Coordinator**

Office of Business Services

[**ellenf@uark.edu**](mailto:ellenf@uark.edu)

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the UA bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of Respondent’s questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**9.2 Agency Employees and Agents**

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UA premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor’s employees shall conduct themselves in a professional manner and shall not use UA’s facilities for any activity or operation other than the operation and performance of services as herein stated. UA reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall require standard criminal background checks on all employees of the Contractor’s business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UA campus or reported to UA for review and approval in advance of the performance of any on-campus duties.

**9.3 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by UA and on and within all vehicles on UA property, and on and within all UA vehicles at any location.

**9.4 Disputes**

Contractor and UA agree that they will attempt to resolve any disputes in good faith. Contractor and UA agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this Contract. The Respondent acknowledges, understands and agrees that any actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**9.5 Conditions of Contract**

Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and save harmless UA and all its trustees, officers, employees and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor. Contractor shall also obtain a full and properly executed release, indemnification, and hold harmless agreement of UA, its trustees, officers, employees, agents and volunteers, in a form acceptable to University, from each customer. Contractor shall retain the release from each customer for a minimum period of three (3) years, and furnish copies of any and all releases to UA upon its request.

To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such **records** set forth in **the Family Educational Rights and Privacy Act** (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence andshall not use or disclose such information except as authorized in writing by UA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return or destroy all student education record information within thirty (30) days.

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Instructure expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

‐ Providing, to the extent required by Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non‐visual means;

‐ Presenting information, including prompts used for interactive communications, in formats intended for non‐visual use;

‐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

‐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

‐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

‐ Integrating into networks used to share communications among employees, program participants, and the public; and

‐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**9.6 Contract Information**

Respondents should note the following regarding the State’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent’s bid:

A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. Indemnify or defend that party for liability or damages. Under Arkansas law UA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.

3. Pay all sums that become due under a contract upon default.

4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.

5. Conduct litigation in a place other than the State of Arkansas.

6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.

7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UA should:

1. Remove any language from its contract which grants to it any remedies other than:

* The right to possession.
* The right to accrued payment.
* The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.

3. Include in its Contract that the UA is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UA or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.

4. Include in its Contract all other terms and conditions stated in this RFP.

5. Acknowledge in its contract that contracts become effective when awarded by UA Purchasing Official.

**9.7 Reservation**

This RFP does not commit UA to award a contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. UA reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of UA to do so. In responding to this RFP, respondents recognize that UA may make an award to a primary Respondent; however, UA reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**9.8 Qualifications of Respondent**

UA may make such investigations as deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to UA all such information and data for this purpose that UA may request. UA reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UA that such Respondent is properly qualified to carry out the obligations of the Contract.

**9.9 Non Waiver of Defaults**

Any failure of UA at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of UA at any time to avail itself of same.

**9.10 Independent Parties**

Contractor acknowledges that under the Contract it is an independent Contractor and is not operating in any fashion as the agent of UA. The relationship of Contractor and UA is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**9.11 Governing Law**

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UA shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with UA. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UA or its trustees, officials, employees and representatives. In no event shall UA or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.

**9.12 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable UA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**Note of Caution**:  Respondents should not attempt to mark the entire proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary**.

**9.13 Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of this contract and the University of Arkansas cannot enter into any contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Respondent’s business, Respondent must state so in writing.

1. **Respondent Conflict of Interest Form**

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, Respondent should complete the *Bidder Conflict of Interest Form* and submit with bid Proposal. It is the responsibility of Respondent desiring to be considered for a bid award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give Respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UA regarding any questions of conflict of interest shall be final.

**9.14 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UA. Such notice must be received by the UA Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

**9.15 Prime Contractor Responsibility**

Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Respondent(s) will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.

**9.16 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least one hundred twenty (120) days** after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.

**9.17 Intentionally Omitted**

**9.18 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the UA Purchasing Official, in writing, and UA shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**9.19 Award Responsibility**

The UA Purchasing Official will be responsible for award and administration of any resulting Contract(s). UA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

Contract(s) will be awarded to the Respondent(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of UA, best meets the overall goals and financial objectives of UA. A resultant Contract will not be assignable without prior written consent of both parties.

**9.20 Confidentiality and Publicity**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of UA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UA.

News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the UA Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s bid. The UA Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

Employees of the Contractor may have access to records and information about UA processes, employees, including proprietary information, trade secrets, and intellectual property to which UA holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UA.

**9.21 Respondent Presentations**

UA reserves the right to, but is not obligated to, request and require that final contenders determined by

the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be

determined by the Evaluation Committee. Respondents are required to participate in such a request if the

UA chooses to engage such opportunity.

**9.22 Excused Performance**

Notwithstanding any other provisions in this RFP or any resultant Contract,in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**9.23 Funding Out Clause**

If, in the sole discretion of UA, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then UA will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UA to terminate the Agreement in order to acquire similar service from a third party.

**9.24 Indicia**

The Respondents and the Contractor acknowledge and agree that UA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UA that are adopted and used or approved for use by UA (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UA. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to UA or its Board of Trustees without compensation.

**9.25 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of UA and that interpretation shall be final.

**9.26 Time is of the Essence**

Respondent and UA agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.

**9.27 Formation of the Contract**

At its option, UA may take either one of the following actions in order to create a Contract between the UA and the selected Respondent:

**A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.

**B.** Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this Request for Proposal, the Proposal submitted by one or more Respondents and any negotiations concerning these documents.

Because UA may use alternative (A) above, each Respondent shall accept the contents of this RFP which will be incorporated into any final Contract documents, and will include standard UA terms and conditions.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to UA, its trustees, officers, employees or agents, including, but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful Contractor may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://procurement.uark.edu/_resources/documents/TGSForm.pdf> (Additional processing time must be allotted if subsequent contract is subject to this requirement).

**9.28 Permits/Licenses and Compliance**

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UA.

**9.29 Web Site Accessibility**

Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UA.

**9.30 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UA may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**9.31** **Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UA. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UA, except to the extent expressly permitted by UA policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UA policies, and federal, state and local laws, ordinances, and regulations.

**9.32 Performance Standards**

Contractor acknowledges that the use of performance-based standards on any resultant Contract by UA are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous, and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with UA. Contractor shall warrant that the equipment placed on the UA campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor acknowledges that all products and services provided to UA or tailgate customers on the UA campus are to be of high quality and rendered in a timely and professional manner.  Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UA financial or reputational harm or damages or require it to acquire replacement services on short notice.  Therefore, any failure to provide the agreed upon products or services to UA or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UA subject to termination.

**9.33 Background Checks**

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals performing any services related to this RFP on the UA campus, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for Contractor on the UA campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UA.

**9.34 Service Expectations**

Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning, and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UA to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UA policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward spectators, customers and UA trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UA’s campus.

**9.35 No Assignment and Sublicensing**

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UA as provided by UA’s Board of Trustee Policy.

**9.36** **PCI DSS Compliance**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UA or other services contemplated under this RFP or any resulting Contract with UA, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UA reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with UA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UA’s system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UA’s systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UA on an annual basis. The Contactor will give immediate notice to UA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UA for any third-party claim brought against UA arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UA.

**9.37 NCAA AND SEC**

The Contractor shall at all times comply with all NCAA and SEC rules and regulations, and the rules of any other conference or association to which UA’s athletic teams may belong. Any resulting Contract may be terminated for any such violations by the Contractor, its official, employees, representatives, agents, subcontractors or guests. This provision applies to those engagements involving the function of athletics and/or athletics activities and affairs.

**10. INSTRUCTION TO RESPONDENTS**

**10.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. UA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

**10.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our Hogbid website. Respondents can insert Proposals into the document provided, or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must “acknowledge” each section of our document in their bid Proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent’s required Proposal should contain sufficient information and detail for UA to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in bid disqualification.

**10.3**Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

**10.4** Proposals will be publicly opened in the Procurement Office, **located at UPTW Room 101, 1001 East Sain St., Fayetteville, AR 72703**, at the date and time as listed on the coversheet of this RFP (proposal due date). All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

**Respondents must submit one (1) signed original, one (1) signed copy, and two (2) soft copies of their Proposal (i.e. CD-ROM or USB Flash drive)** labeled with the Respondent’s name and the Bid Number, readable by UA, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. Proposals must be received at the following location prior to the time and date specified within the timeline this RFP:

**University of Arkansas - Business Services**

**UPTW Room 101**

**1001 East Sain Street**

**Fayetteville, Arkansas 72703**

**NOTE:** No award will be made at bid opening. Only names of Respondents and a preliminary determination of Proposal responsiveness will be made at this time.

**Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UA and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered.  The Respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the respondent will be contacted prior to release of the information.

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above.  **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed Proposals will be accepted. The Respondent remains solely responsible for ensuring that its Proposal is received at the time, date, and location specified. UA assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened**.

**10.5** For a Proposal to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the Proposal as required will eliminate it from consideration.

**10.6** All official documents, including Proposals and any responses to this RFP, and correspondence shall be included as part of any resultant Contract.

**10.7** The UA Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UA to do so. Bid Proposals may be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the Respondent to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UA.
        2. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
        3. Failure to provide the bid security or performance security if required.
        4. Failure to supply Respondent references if required.
        5. Failure to sign an Official Bid Proposal Document.
        6. Failure to complete the Official Bid Price Sheet.
        7. Any wording by the Respondent in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

**11. INDEMNIFICATION AND INSURANCE**

The successful Respondent or Contractor shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor’s members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralyzation, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of the UA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UA campus (whether such activity is authorized or unauthorized by UA); (c) any use of or damage to UA property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by Contractor of any applicable NCAA rules or regulations or state, federal or local laws.

The obligation to indemnify UA shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UA, UA’s in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The successful Respondent or Contractor shall purchase and maintain at Contractor’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UA:

* Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease, and $100,000 disease each employee.
* Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UA. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor’s operations on UA’s campus. Contractor shall also be responsible for payment of workers’ compensation insurance for all Contractor’s employees as required by the State of Arkansas.

Contractor shall furnish UA with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UA of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UA, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in bid Proposal.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

**12.** **CONTRACTOR OVERVIEW**

The Contractor shall provide a general overview of its business including the following information:

* Foundation date
* Description of core activities
* Major company and distributor locations
* Total number of clients
* Total number of clients in higher education
* Current financial status and revenues – Overview only

**13.** **BEST AND FINAL OFFER**

UA reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution.  In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit clarification response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UA. If the UA chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.  The official request for a “Best and Final Offer” will be issued by the UA Procurement Department.

**14.** **INTENTIONALLY OMMITTED**

**15. EVALUATION AND SELECTION PROCESS**

It is the intent of the UA to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UA assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UA reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UA. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UA (for whatever reasons), UA may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of one hundred twenty (120) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

1. **Complete/Thorough Proposal (40 Points)**

Respondent with the highest rating shall receive forty (40) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Understanding of the nature of the project
* Adherence to University Requirements.
* The Respondent’s compliance with all requirements of the RFP specifications.
* Detailed proof of all requested qualifications and specified services.
* Understanding of the University's needs and operational requirements
* Location
* Financial strength of proposing institution
* Adequacy of financial controls and protection against loss
* Quality and scope of conversion/implementation plan
* Value of any new product or service suggestions
* Demonstration of an ability to support the University in a strategic, innovative and forward-thinking manner
* Respondent Presentations

1. **Respondent Qualification (30 Points)**

Respondent with highest rating shall receive thirty (30) points. Points shall be assigned based on factors within this category, to include but are not limited to:

* Profile of organization (Respondent Overview)
* Number of years in business
* Experience, resources and qualifications of institution
* Proposed staffing structure
* Relevant experience managing similar account relationships with other colleges and universities
* Experience with integrating and leveraging the University’s Workday ERP
* Higher Education References

1. **Cost (30 Points)**

Points shall be assigned for the cost of the specific categories of services, which comprise the overall system, including annual maintenance cost, as follows:

* Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet, for comparison and evaluation purposes.
* The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
* Remaining bids will receive points in accordance with the following formula:

**(a/b)(c) = d**

a = lowest cost bid in dollars

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for Cost category (30)

d = number of points allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

**16.** **SERVICE PERFORMANCE STANDARDS**

|  |  |  |
| --- | --- | --- |
| **Service Criteria** | **Acceptable Performance** | **Compensation / Damages** |
| Adherence to University Requirements | Reference standard terms, conditions and all articles of RFP | **Termination of Contract:** Reference section 8 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville. |
| Scope of Services | Reference Sections 1 & 2 of RFP: Description, Overview and Scope | **Termination of Contract:** Reference section 8 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville. |
| Information Requested | Reference Section 17 of RFP: Information Requested | **Termination of Contract:** Reference Section 8 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas, Fayetteville. |

**17. INFORMATION REQUESTED**

**17.1 Qualifications & Experience**

(All firms must respond to this section.)

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and number of employees.
2. Provide an overview of the Firm’s presence and activities, including number of employees, in the State of Arkansas.
3. Describe the experience of the Firm in providing similar services for higher education institutions.
4. Complete the following table with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the Firm is not rated by these rating organizations, provide other evidence of the firm's financial strength and compliance.

|  |  |  |
| --- | --- | --- |
|  | **Standard & Poor’s Rating** | **Moody’s Investor Services** |
| **Firm / Bank** | | |
| Short-Term Unsecured Senior Debt |  |  |
| Long-Term Unsecured Senior Debt |  |  |
| **Bank Holding Company** | | |
| Short-Term Unsecured Senior Debt |  |  |
| Long-Term Unsecured Senior Debt |  |  |

1. Discuss the Firm's current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:
   1. Total Risk Based Capital Ratio:\_\_\_\_\_
   2. Tier 1 Risk Based Capital Ratio:\_\_\_\_\_
   3. Tier 1 Leverage Capital Ratio:\_\_\_\_\_
2. Include an ***electronic copy*** of the most recent audited annual financial statements.

**17.2 Key Proposed Personnel**

(All firms must respond to this section.)

1. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.

|  |  |  |
| --- | --- | --- |
| **Service Group** | **Relationship Manager / Product Specialist** | **Routine (Day-to-Day) Requests – Individual and/or Department** |
| Service Group 1: General Banking |  |  |
| Service Group 2: Local Banking |  |  |
| Service Group 3: Lockbox Processing |  |  |
| Service Group 4: Merchant Card Processing |  |  |
| Service Group 5: Payroll Card Processing |  |  |
| Service Group 6: Outsourced Check Printing Services |  |  |
| Service Group 7: Invoice Management Services |  |  |

1. For the key individuals working with UofA on a regular basis, provide the following information:
   1. Proposed role with regard to the University’s account (indicate which Service Groups they are responsible for);
   2. Biographical information;
   3. Location;
   4. Experience working with other higher educational institutions;
   5. Number of years of experience in this field;
   6. Number of years with your Firm;
   7. Number of accounts the person is responsible for;
2. Provide an organizational chart that includes these individuals.
3. Describe you Firm’s policy on changing the primary contact person on an account at your Firm’s discretion.
4. After the initial transition, how often will the primary relationship manager attend on-site meetings with University staff? Describe a typical meeting agenda for this on-site meeting.
5. IT Resources: Will the Firm provide a dedicated IT liaison to work on set-up, file transfer, testing and troubleshooting/issue resolution? During what hours is technical support available (specify time zones)?

**17.3 Service Group 1: General Banking**

(Only firms proposing for Service Group 1 should respond to this section.)

1. Provide a brief summary (maximum of 3 pages) of the Firm's capabilities on how you will partner with UofA in a strategic, innovative and forward-thinking manner and opportunities to leverage the University’s Workday ERP System.
2. Customer Service
   1. Fill in the following table. Include only the individuals who will work with the University on a regular basis.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **Experience with other Higher Ed entities** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

* 1. For routine day-to-day transactions, will a specific customer service representative be assigned? If not, will a customer service department be assigned? Provide biographical information for the individual(s) that will be assigned to this account.
  2. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
  3. What are the hours of operation of each customer service unit involved in supporting the proposed services?
  4. How are relationship managers kept appraised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?

1. Check Disbursements / Positive Pay
   1. Does the Firm offer payee positive pay?

* 1. Is payee information a searchable field within the Firm’s online reporting system (i.e. Can you enter “ABC Company” and any disbursement checks to “ABC Company” will be retrieved?)?
  2. Can an e-mail notification be sent to specific users alerting them that there is an exception item to review? What other notification methods are available?
  3. Exception Items
     1. At what time will the University receive the information on exception items?
     2. How much time will the University have to review discrepancies and notify the Firm to accept or reject?
     3. While the check is waiting to be decisioned, has the check already been debited against the University’s account? If yes, how do the items that are returned by the University appear in reporting?
  4. What are the options for transmitting check issuance information to the Firm for positive pay services?
  5. Does the Firm confirm receipt of transmission files? If so, what options are available for the University to receive confirmation?
  6. How and when it is the University notified if a file transmission fails?
  7. Does the Firm offer the ability to manually enter one-time check disbursements issued during the day outside of the regular batch file? How quickly will the teller line receive this information?
  8. How is payee information captured from the physical checks? What steps does the Firm take to prevent exception items being flagged due to erroneous capture of payee information?
  9. Stale-Dated Checks *(Note: UofA encourages checks to be cleared within 180 days, but is willing to allow stale dated checks to clear on an exception review basis.)*
     1. Can stale dated checks be reported as exception items?
     2. What type of exception items are stale-dated checks identified as?
     3. How are stale-dated checks identified? (i.e. Are those checks automatically removed from the issue file after a set number of days or does the University need to send a file removing the checks from the issue file?)
  10. If a check is deposited by the payee using mobile technology and the payee attempts to deposit the item a second time, will your Firm’s positive pay service identify this item as an exception, or will it be automatically returned as a “check previously paid” item? How does this item appear in the University’s daily reports?

* 1. What options are available to prevent disbursement checks from clearing as Accounts Receivable Entry (ARC) transactions?

1. Controlled Disbursement
   1. At what time will the University be notified of presentment times? Specify 1st and 2nd presentment times:

|  |  |
| --- | --- |
| **Presentment** | **Time** |
| 1st Presentment |  |
| 2nd Presentment |  |

* 1. What is the average percentage of the final presentment available at the 1st presentment time?

1. Stop Payments
   1. What initial term options are available for stop payments?
   2. Will the system automatically verify if a check has been paid before processing the stop payment?
   3. Is there a report that lists stop payments that are set to expire?
2. ACH Processing
   1. What ACH file transmission options are available?

* 1. When does the Firm need the file from the University for payments to be made on a same-day, next-day, and 2-day settlement? Please complete the following table:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Same-Day** | **Next-Day** | **2-Day** |
| Deadline for File Transmission |  |  |  |

* 1. Confirm that the Firm is willing to establish an ACH daily exposure limit of no less than $27.0 million for the University.
  2. What approvals would be needed to release a file that exceeded the University’s daily exposure limit?
  3. Does the Firm accept both debits and credits on the same file? If so, discuss any additional requirements.
  4. Can transactions be added online for future processing dates? What is the Firm’s maximum retention for future dated transactions?
  5. Is Same Day ACH functionality automatically available to the Firm’s clients, or is it a service that the University has to opt-in for? Does the University need to make separate opt-in selections for ACHs initiated through the Firm’s online portal versus NACHA formatted files transmitted?
  6. Does the Firm provide automatic file receipt acknowledgements? If so, how can the acknowledgements be transmitted:

|  |  |
| --- | --- |
|  | **Yes / No** |
| Phone |  |
| E-mail |  |
| Fax |  |
| File transmission confirmation |  |
| Other (please specify) |  |

* 1. Is the University required to submit a control total of an ACH batch? How would the University communicate ACH control totals to the Firm (i.e. phone, online, email)? If a control total is required, can the automated email from Workday suffice? *(Note: Workday is configured to send an e-mail with a .txt file for each ACH file that is transmitted to the Firm.)*
  2. What information does the Firm provide to assist in identifying returned and rejected ACH transactions? When is this information available?
  3. If an individual ACH transaction within a file is rejected, will the entire file be rejected and not processed? How will the individual rejected ACH transaction be communicated?
  4. Provide a screen shot of the information returned for an ACH NOC (*Note: Please include this screen shot in the body of your proposal response versus referring to an Attachment or an Appendix*).
  5. How can the University gain access to addenda information (i.e. CCD, CCD+ and CTX) for incoming ACH transactions? Can this information be viewed online with current and previous day reporting, or does the University need to download special EDI reports?
  6. Describe how you will work with the University to comply with changes in NACHA Operating Rules, such as the March 19, 2021, requirement, for instituting Supplemental Fraud Detection Standards for WEB Debits (i.e. Giact, Early Warning, etc.).
  7. Do you provide any validation services on ACH credits initiated by the University to ensure the corrected payee is paid? If not, what best practices would you recommend?

1. Fraud Protection & Controls
   1. Does the Firm offer ACH debit blocks?
   2. Does the Firm offer ACH positive pay (ability to make pay/no pay decisions on unidentified transactions)? What is the timeframe for receiving exception information and providing a decision?
   3. Does the Firm offer Universal Payment Identification Codes (ability to mask account numbers to reduce the risk of unauthorized direct debits)?
   4. Can accounts be designated "post no checks" versus set up with positive pay to prevent any check from clearing?
   5. Does the Firm offer a solution to store and validate AP vendor banking instructions, comparable to Bottomline Technologies Paymode-X solution? *(Note: UofA is not interested in a virtual card solution to complement this solution)*
2. Wire Processing
   1. Please fill in the following table with the cutoff time for an Outgoing Domestic Fedwire by origination method.

|  |  |  |
| --- | --- | --- |
|  | **Online** | **Phone** |
| Outgoing Domestic Fedwire |  |  |

* 1. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?

1. Digital Payments
   1. Does the Firm offer a digital payments solution, where payments can be made to an e-mail address or phone number?
   2. Describe how payments made to individuals are initiated. What information needs to be entered? Please provide a screen shot of this functionality from the online platform.
   3. What data fields are used to authenticate the payee?

|  |  |
| --- | --- |
| **Data Field** | **Yes / No** |
| E-mail address |  |
| Mobile phone number |  |
| Name of payee |  |

* 1. If a digital payment is originated to an incorrect e-mail address or mobile phone number, is there any recourse or protections similar to those provided by NACHA?
  2. Is dual authorization for digital payments required?
  3. Can a dollar threshold for individual digital payments be imposed?
  4. Are the credentials for an individual to initiate digital disbursement a separate functionality within the Firm's online reporting system, or is it combined with other transactional capability (i.e. ACH permissions)?
  5. How long does it take the recipient to receive confirmation that they have received funds post transmission?
  6. Does the recipient have to "claim" funds, or is automatically "pushed" to the individual's bank account?
  7. What happens to funds that are not claimed or an e-mail address or phone number that is not already linked to a bank account?

1. Cashless Processing / Digital Receipts *(Note:* *The Alumni Association is interested in the ability to make digital requests through commonly used platforms to encourage donations.)* 
   1. Does your Firm have the ability to integrate near real-time payment **requests** using services such as Zelle or Venmo to encourage efforts by the Alumni Association? Elaborate on how this solution has been successful for other higher education institutions you work with.
   2. What other services would you recommend to reduce cash payments and promote UofA’s “cashless” initiative? Describe how these services can be integrated within the UofA environment.
2. Foreign Transactions
   1. Describe the process of initiating USD denominated international wires and foreign currency international wires. Explain how this is different from initiating domestic wire transactions.
   2. Are the same security features available for foreign wire transactions as domestic wire transactions? If there are differences, please describe.
   3. Does the Firm use a correspondent bank for international transactions?
   4. How are currency rates determined (i.e. when the wire was entered or when the wire obtained secondary approval)? When will the University be notified of the applicable currency rate?
   5. Conversion Rates
      1. Are conversion rates different based upon the size of the transaction?
      2. When converting currency, what spread or transaction fee is applied to the exchange rate? Indicate the percentage of the dollar conversion or the fixed fee.
      3. Are FX specialists available to assist in completing the transaction?
   6. Can the Firm support online foreign exchange transaction capability with templates for repetitive payments?
   7. How quickly will the University’s accounts be credited with available funds for international currency/coin and check deposits?
   8. How quickly will the University’s accounts be credited with available funds for an international FX wire? When converting currency, what spread or transaction fee is applied to the exchange rate?
   9. Does the Firm offer international ACH? Please describe the difference in procedures and costs.
   10. Describe the Firm's procedures to comply with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations.
   11. Describe the process of initiating foreign currency denominated paper bank drafts (Note: UAF has occasionally processed foreign currency denominated paper bank drafts. Two drafts were needed last year).
3. System Administrators
   1. Do all of the solutions proposed for general banking reside in a single online platform or are multiple platforms used? If multiple platforms are used, are separate credentials required/necessary?
   2. What capabilities and functionalities do administrators have?

|  |  |
| --- | --- |
| **Banking Function** | **Yes / No** |
| Create new user profiles |  |
| Assign usernames for new users |  |
| Reset user passwords |  |
| Authorize users to access specific modules |  |
| Temporarily disable a user’s account defined period of time and have the account automatically reinstated on a future date |  |

* 1. When setting up a new user, can a current user's privileges be copied for the new user?
  2. Can the University setup online view-only access for interested third parties (i.e. external auditors)? Describe the process.

1. Online Reporting System
   1. How soon after the cut-off date are the following items ready?

|  |  |  |
| --- | --- | --- |
|  | **Online** | **By Mail** |
| Bank Statements |  |  |
| CD-ROMs | n/a |  |
| Full Reconciliation Information |  |  |
| Account Analysis Statement |  |  |

* 1. Describe any recent or upcoming major upgrades to your online reporting system.
  2. What time is previous day information available?
  3. Does the Firm offer any tools or solutions to track and monitor the University’s daily cash position more efficiently? Does this tool/solution project incoming/outgoing cash flow activity?
  4. Complete the following table indicating how long each item is available online. Differentiate between the standard term and the terms available for an additional fee.

|  |  |  |
| --- | --- | --- |
| **How long are the following items available?** | **Standard Term** | **Optional Terms Available** |
| Prior / Previous Day Reporting |  |  |
| Current Day Reporting |  |  |
| Monthly Account Statements  (a minimum of 3 years is desired) |  |  |
| Images of Checks Paid |  |  |
| Images of Items Deposited with RDC |  |  |

* 1. Workday accepts BAI2 and ISO20022 file formats. Can transaction data be transmitted in either or both of these formats?
  2. What technology options would you recommend the University use for archiving historical check images (i.e. CD-ROM, online retention, data transmission)? (*Note: UofA requires a minimum of a 7-year retention for disbursement checks.*)
  3. For historical images of disbursement checks that are accessible online, does your Firm charge per image stored or per image accessed?
  4. Can historical images of checks be sent by transmission to the University for archival purposes (i.e. a full fiscal year)? If so, describe.
  5. Can electronic reports be customized by users within the Firm's online platform? Can these customized reports be saved? Can the templates be shared with other users?
  6. Can electronic reports be scheduled to be generated automatically and e-mailed to designated users?
  7. Can the Firm's online reporting system send e-mail alerts?
  8. Describe any mobile applications that you offer for smartphones or tablets. What banking services can be completed using these applications? Complete the following table indicating which banking functions can be completed through the mobile applications.

|  |  |
| --- | --- |
| **Banking Function** | **Yes / No** |
| Initiate a repetitive wire |  |
| Provide secondary approval for a wire transfer |  |
| Decision of positive pay items |  |
| Reset a user’s password |  |
| Obtain balance reports |  |
| Deposit an individual check |  |
| Availability of soft token for multi-factor authentication |  |

* 1. Are tokens required for all users accessing the online reporting system, including those that access the system for view-only access?
  2. What type of multi-factor authentication options are available?

|  |  |
| --- | --- |
| **Type** | **Yes / No** |
| RSA SecureID Token |  |
| Mobile Token |  |
| Phone Call-Back Token |  |
| Other (please list) |  |

1. Multi-Bank Reporting
   * 1. Can same-day and previous day balance and transaction information for the University’s accounts at other banks be reported through your electronic banking system (i.e., multi-bank reporting)?
   1. How frequently does multi-bank information get updated on your reporting platform?
   2. What level of detail is available through multi-bank reporting?
   3. Explain the fee structure for receiving and housing information related to other banks.
2. Reconciliation Services
   1. Does the firm offer full Account Reconciliation Program (ARP) services?
   2. Does the University need to send a separate check issue file, or will the information required for reconciliation be captured through the positive pay file transmission?
   3. Describe how reconciliation data would be transmitted to the University.
3. Leveraging UofA’s Workday ERP System
   1. Discuss any specific banking solutions and approaches that UofA should consider as part of its Workday implementation. *(Note: This question is seeking specific opportunities that are now available with this ERP system.)*
4. Investment Option or Interest Bearing Bank Deposit
   1. What short-term investment vehicle(s) or interest bearing account(s) does the Firm propose to use for the overnight sweep of the University’s demand deposit accounts? If the Firm is proposing a money market mutual fund, identify the class of shares by providing the ticker symbol or CUSIP.

|  |  |
| --- | --- |
| **Investment Option** | **Ticker Symbol/CUSIP (if applicable)** |
|  |  |
|  |  |

* 1. Does a reserve requirement apply to any of the proposed options? If so, specify which.
  2. Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option? How is this charge computed? (If the Firm is offering multiple options, indicate to which option the assessment/fee applies.)
  3. If a fee does apply, what is the current charge for a full year on a $1,000,000 balance?
  4. If a money market mutual fund is proposed, does your Firm credit the full amount of interest paid from the fund, or is a "haircut" deducted prior to the dividend payment is posted? If a haircut is assessed, what is the amount?
  5. Provide investment return history for the 24-month period from January 2019 through December 2020 for each option proposed. Show the yield for each month.
  6. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
  7. How are balances in the sweep product shown on current day reports?
  8. If you are proposing a next-day sweep, please explain and diagram the movement of funds in and out of the DDA. If there are sufficient funds in the sweep product to cover all net disbursement activity, is there a possibility that the DDA account would be overdrawn and subject to overdraft fees?
  9. Does your firm have the ability to establish a peg balance on the primary operating DDA, with excess funds being automatically transferred to the selected interest bearing account or investment vehicle?

1. Earnings Credit Rates
   1. How is your Firm's earnings credit rate determined, adjusted, and applied?
   2. Are you willing to link the earnings credit rate to a market index? If so, which index would you suggest?
   3. Will the firm set a floor for the earnings credit rate offered to the University? What rate floor are you offering?
   4. Does a reserve requirement apply on balances?
   5. Will the Firm assess any balance based charge (FDIC-like, FICO, or other) to University of Arkansas? How is this charge computed? Is this charge assessed on ledger or collected balances?
   6. If the Firm assesses a balance based charge, what is the current charge for an entire year on a $1,000,000 balance?
   7. Provide the earnings credit rate history for the 24-month period from January 2019 through December 2020. Please indicate the earnings credit rate for each month.
   8. What is the Firm's current earnings credit rate? What earnings credit rate are you offering to the University?
   9. If the proposed earnings credit rate is higher than the bank's standard ECR, do you plan on maintaining this spread for the University over the life of the contract?
   10. Does the Firm have any limits on the amount of deposits that the University could maintain with the Firm?
   11. Does the Firm have a minimum deposit that must be maintained?
   12. Can "excess" earnings credits be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried?
2. Collateral on Bank Deposits
   1. Where will collateral be held?
   2. What type of collateral do you propose? *(Deposits must be collateralized in accordance with State Code.)*
   3. Provide a sample of the collateral reports the University would receive. How are these reports transmitted and how frequently?
3. Account Analysis Statements
   1. Provide a sample analysis statement.
   2. Can the Association for Financial Professionals (AFP) Service Codes be included on the analysis statement? If not, provide a report that maps your service descriptions to the AFP codes.
   3. Provide a glossary defining all service descriptions used in your account analysis statements as part of the appendix to your response.
   4. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?
4. End-of-Day Overdrafts
   1. What are the fees and interest charges associated with overdrafts? How are these charges calculated? Is there a daily cap on fees?

**17.4 Service Group 2: Depository/Local Banking**

(Only firms proposing for Service Group 2 should respond to this section. Respondent to this Service Group are also

required to respond to the questions asked in Service Group 1.)

1. Physical Deposit Processing
   1. Branch Deposits
      1. How many bank branches are located in Fayetteville, Arkansas?
      2. Provide a listing of bank branches located within 10 miles of the University of Arkansas campus that can used for departmental deposits.
      3. What is the ledger cutoff time for deposits made to branch locations?
      4. What type of deposit bags does the Firm allow/require?
      5. Can this branch location be used to process the coins (predominantly quarters) collected at parking meters across campus?
      6. Are branch deposits immediately verified? If not, when does verification take place?
      7. If the Firm corrects a branch deposit, how will the University be informed of this change (i.e. phone call, online notification, fax, e-mail)? Is there a de minimis amount below which you write off deposit adjustments; if so, what is it?
      8. Can these locations facilitate change and currency order requests by UofA departments?
   2. Vault Processing *(The University’s initiative to promote “cashless” transactions may eliminate the need for vault services in the near future. These questions are asked for due diligence efforts.)*
      1. Which branch or vault location are you proposing the University use for deposits handled by its armored car provider?
      2. Do you own the vault? If not, provide information about the vault operator (i.e. name, number of years of partnership, etc.).
      3. Will this location handle both cash and checks?
      4. What is the ledger cutoff time for deposits at the vault deposit location, if applicable?
      5. What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?
      6. Can currency and checks be included in the same deposit bag? If so, would you recommend preparing separate deposit tickets or including all activity on a single ticket?
      7. When are deposits credited? If provisional credit is given, when does verification take place?
      8. If the Firm corrects a vault deposit, how will the University be informed of this change (i.e. phone call, online notification, fax, e-mail)? Is there a de minimis amount below which you write off deposit adjustments; if so, what is it?
   3. Can the University make deposits using an ATM? Does the ATM have to be owned by your Firm? What are the limitations (i.e. maximum dollar amount or number of checks)?
   4. Bank Supplies
      1. Can bank supplies (i.e. deposit bags and deposit tickets) be ordered through your Firm?
      2. Does the Firm charge a fee for these supplies? If so, is the fee a pass-through charge, or is there a markup?
2. Smart Safes
   1. Do you offer smart safes? If not, are you able to partner with an armored car courier to offer the technology? If you partner with multiple armored car companies, which companies do you work with in the University’s footprint?
   2. Describe the smart safe options and technology available, including information about the available safe sizes.
   3. When depositing funds to a smart safe, are currency deposits credited to the University’s bank account on a same-day basis?
   4. How does the smart safe handle coin deposits?
3. Branch Services
   1. Will a check cashing agreement be required when a non-account holder cashes a University check drawn from an account held with your Firm at the Firm's branch location? If yes, include a copy.
   2. Is the Firm willing to cash these checks drawn from an account held with your Firm at no charge to the University or the presenter?
   3. Will the bank cash checks drawn on a University account **at another bank** without charge to either the University or the check payee if the payee does not have an account at your bank? Is a check cashing agreement required? If yes, include a copy.
   4. For students desiring to make a large cash payment, would your Firm be willing to (i) accept the deposit and provide account details to the University (i.e. combining it with other lockbox receipts) or (ii) convert the cash to a cashier’s check at no cost to the student or University for processing by the department? *(Note: This solution will promote the University’s efforts to go “cashless”.)*
   5. Would the bank be interested in offering a package of banking services, education programs and/or special rates to University employees/students? Please describe. Would the employee be required to have their pay direct deposited into your bank to obtain these services/rates?
4. Remote Deposit Capture (“RDC”)
   1. Describe the Firm's ability to process checks by Remote Deposit Capture ("RDC").
   2. If the University needs replacement or additional RDC equipment, what equipment would the Firm recommend?
      1. Indicate how many items these machines can handle.
   3. Does the Firm verify that an item hasn't been previously deposited? If so, for how many prior days does duplicate detection service check?
   4. How does a user select which account an RDC deposit will be made into (i.e. drop-down menu, key entering account number, other)?
   5. How many checks would you recommend be processed in a single deposit? Is there a limit on the number of checks that can be contained in a single deposit?
   6. What is the ledger cutoff time for items processed by RDC to receive same-day ledger credit?
   7. Does your service allow for multiple batches to be scanned throughout the day and processed as a single deposit at the end of the day?
   8. If batches are processed by different users, are batches consolidated or are they separate deposits? Please describe the process.
   9. How and when will items not meeting acceptable image quality standards be alerted to the user?
   10. How will the University be notified of deposit adjustments for RDC items? Will the University receive a copy of the check image when there is a deposit adjustment?
   11. For how long are electronic check images of items deposited by RDC stored and available for viewing on the Firm's website?
5. Deposit Reconciliation Services
   1. Describe the Firm's deposit reconciliation services.
   2. Can the Firm support a 4-digit unique deposit identification number? Can the University’s existing assigned deposit identification numbers be used or will new numbers be assigned?
   3. Confirm that the BAI transmission will include the deposit identification number.
   4. What standard online reports can the deposit identification number be found?
6. Returned Item Processing
   1. Does the Firm offer Represented Check Entries ("RCK") services?
   2. Can the Firm provide online access to electronic images (front and back) of returned items to the University How soon after an item is returned can these images be accessed?
7. Availability of Deposits
   1. How does the Firm determine and calculate availability of deposited items? Does the Firm calculate availability by item or formula?
   2. Does the Firm give immediate availability for on-us items?
   3. Provide a copy of the availability schedules the Firm proposes to use for the University, including branch deposits, vault deposits and RDC.

**17.5 Service Group 3: Lockbox Processing**

(Only firms proposing for Service Group 3 should respond to this section.)

1. Customer Service
   1. Fill in the following table. Include only the individuals who will work with the University on a regular basis.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **Experience with other Higher Ed entities** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

* 1. What are the hours of operation of the customer service unit involved in supporting the proposed services?
  2. How are relationship managers kept appraised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?

1. Describe the Firm’s experience providing lockbox services to higher education institutions.
2. Third-Party Processor
   1. Does the Firm operate its own lockbox, or does it use the services of a third-party?
   2. If a third-party lockbox is used, name the lockbox operator and the length of time the operator has had a relationship with your firm for lockbox processing.
   3. If there are service or quality issues, who would the University call for resolution, the bank or the third-party processor? Provide contact information.
3. Processing Workflow
   1. Describe the lockbox department's processing workflow. Include schematics or flow charts of the processing procedures and equipment used.
   2. Describe the process of establishing processing procedures for each of the University’s lockboxes. Who is involved with these discussions (i.e. relationship manager, implementation coordinator, lockbox specialist)?
   3. Will you provide a document to the University outlining the processing procedures for each lockbox? If so, please provide a sample of this document for a similar type of lockbox.
   4. If changes are made to the University’s processing instructions, how are these changes communicated? How do you ensure that specifications are adhered to when assigned persons are unavailable?
   5. Can the firm accommodate establishing rules to treat scholarship payments as an exception item and return to UofA for processing?
4. Location
   1. What is the proposed location for UofA's lockbox? How many employees work at this location?
   2. Provide the results of the most recent Phoenix-Hecht Postal Survey completed for the proposed lockbox location(s).
   3. Are all of your locations on the same technology platform?
   4. Is any of the data keying performed at a location outside of the United States? If so, where?
   5. What quality assurance procedures does your Firm have to validate the accuracy of data keying? Provide metrics or statistics on accuracy of key entered data from your lockbox operations.
5. What was the average monthly volume for the lockbox operation that would process the University’s payments during the last twelve months (items, dollars, number of lockboxes and number of customers)? Please fill out the table below:

|  |  |
| --- | --- |
| **Lockbox** | **Average Monthly Volume** |
| Items |  |
| Dollars |  |
| Number of Lockboxes |  |
| Number of Customers |  |

1. Will you process and deposit all of the University’s payments on the same ledger day as received? If not, when are these items deposited?
2. Remittance Document
   1. What specifications, if any, for the remittance documents are recommended to minimize errors and reduce lockbox processing costs? Refer to Appendix III.
   2. Describe the approach you plan on using to split items received from the UofA P.O. Box between student, invoice and non-data items.
3. How are checks processed for deposit (physical deposit vs IRDs)?
4. Do you have a unique five-digit zip code assigned exclusively for receipt of lockbox items?
5. Which of the following alternatives do you use for the capture and transmission of remittance details such as account number or invoice number?

|  |  |
| --- | --- |
| **Alternative** | **Yes / No** |
| Manual Key Entry |  |
| Optical Character Recognition (OCR) |  |
| Intelligent Character Recognition (ICR) |  |
| Other (please specify) |  |

1. Does your equipment have mark-sense technology that detects change-of-address information or other exception-based information provided?
2. What controls do you have in place to ensure accurate processing per customer specifications?
3. Are you using machine learning or artificial intelligence for processing lockbox items? If so, how?
4. Returned Items Processed in the Lockbox
   1. Can returned checks be automatically redeposited in the lockbox environment? If so, how many times and at what cost?
   2. Does the firm offer Represented Check Entries ("RCK") where an ACH debit is used to represent a returned check through the lockbox?
   3. How will the University be notified of returned items?
5. Describe the processing options for the following types of exceptions:
   1. Stub in envelope with no check
   2. Check in envelope with no stub
   3. Non-balancing remittances
6. Exception Items
   1. Describe the Firm's procedures for processing exception items.
   2. Can the University review exception items online?
   3. Can business or workflow rules be established for decisioning exception items?
   4. How long can items remain in queue awaiting to be decisioned by the University?
   5. If items can remain in queue awaiting to be decisioned for only a certain period of time, what happens to the item (i.e. the check and remittance document is returned in the mail, the check is processed, but the remittance item is returned, other)?
   6. Are emails sent to authorized users alerting them that an item is awaiting to be decisioned?
7. Remittance File
   1. Approximately how long after the daily processing cutoff time will daily remittance files with transaction detail be transmitted to University?
   2. If your firm is proposing a lockbox remittance file sent by electronic file transmission, will remittance files be transmitted as text files (.dat) or in another format?
   3. How much flexibility would University have to customize the specifications of data fields in remittance files?
8. Lockbox Portal
   1. Describe the reporting capabilities of the firm's web-based lockbox portal.
   2. How quickly after processing the daily work are images available for viewing?
   3. What retention options are available for these images?
   4. For a given day's lockbox activity, at what time of day can you report the total amount that will be credited to the University’s account?
   5. If correspondence or other non-payment documents are included in payment envelopes, how will these documents be transmitted to the University and at what time? Does the Firm offer correspondence indexing services for non-financial correspondence? If so, describe the service.
   6. Do you offer any web-based document search and electronic archiving? If so, does the system allow searches on any data field?
9. If selected as a finalist, can the University tour your lockbox operation?
10. What differentiates the Firm’s service from that of other providers?
11. What are some of the latest services or features added to the Firm’s lockbox solution?
12. Can the Firm’s lockbox operation process credit/debit card payments?
    1. If so, can the University use any merchant card processor, or must the University use a specific processor? If a specific processer is required, name the processor.
    2. Are merchant card numbers redacted from images of scanned remittance documents?

**17.6 Service Group 4: Merchant Card Processing**

(Only firms proposing for Service Group 4 should respond to this section.)

1. Customer Service
   1. Fill in the following table. Include only the individuals who will work with the University on a regular basis.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **Experience with other Higher Ed entities** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

* 1. For routine day-to-day transactions, will a specific customer service representative be assigned? If not, will a customer service department be assigned? Provide biographical information for the individual(s) that will be assigned to this account.
  2. Discuss how the Firm will provide technical support for terminal troubleshooting, supply reorder and maintenance. Who should UAF contact?
  3. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
  4. What are the hours of operation of each customer service unit involved in supporting the proposed services?
  5. How are relationship managers kept appraised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?

1. What is your annual number of transactions and corresponding dollar amounts processed by your Firm across all clients for the year ending December 31, 2019?

|  |  |  |
| --- | --- | --- |
|  | **Processor Only** | **Processor with Responding Bank** |
| **Annual Number of Transactions** |  |  |
| **Annual Dollar Volume** |  |  |

1. Does the processor convey American Express transactions? If so, are there any minimum requirements (i.e. transaction value or volume)?

1. Merchant Card Terminals

* 1. Are the University’s existing merchant card terminals (see table below) compatible with your processor or are new terminals required?

|  |  |  |
| --- | --- | --- |
| **Model #** | **Quantity** | **Yes / No** |
| Clover Mini Cellular | 7 |  |
| Clover Stations Networked | 8 |  |
| FD410 Cellular | 11 |  |
| FD130 Networked/Analog Phone | 21 |  |
| Parkion Pay by Foot Meters | 27 |  |
| Civic Smart Meters | 6 |  |
| Verifone MX915 | 2 |  |

* 1. If the University needs replacement or additional terminals, what terminals would the Firm recommend? What is the cost of the recommended terminals?
  2. If there are issues related to terminals (i.e. installation of new software), who should the University call? What is the average wait time for a response? If the wait time is excessive, can the University call the relationship manager for expedited assistance?
  3. Discuss your ability to accept payments from Apple Pay or other digital wallets through these terminals or another solution.

1. Payment Applications
   1. Complete the table below regarding your ability to process transactions that are initiated from the following applications.

|  |  |  |  |
| --- | --- | --- | --- |
| **Department** | **Front End Application** | **Currently Supported by Processor**  **(Yes / No)** | **Direct Certification with Front End Application**  **(Yes / No)** |
| University Computer Store | Cybersource |  |  |
| University Computer Store | Ratex With MX915 |  |  |
| Athletics | Paciolan |  |  |
| Treasurer’s Office and Gift Services | Payeezy |  |  |
| Parking | Parkion with Woosh |  |  |
| University Recreation | Fusion With Cashnet |  |  |

* 1. If any of the above gateways are not currently supported by the processor, do you have any other way to process payments initiated through the front-end application?
  2. Does the Firm have a preferred secure payment gateway? Is it owned by the Firm, or is it a third-party solution? Provide information about this gateway solution.

1. After the initial implementation, describe the process for the University to set-up new MIDs. What is the typical time required to set up new MIDs? If setting up a new MID takes longer than the typical time, what escalation options are available for a more expedited response?
2. PCI Compliance
   1. Is your organization, including all subcontractors and third-party processors, in compliance with all applicable Payment Card Industry Data Security Standard (PCI DSS) requirements?
   2. Has the processor been certified as being in compliance with PCI DSS requirements by a third-party assessor?
   3. Describe the process and features of your program to assist merchants in becoming and remaining PCI compliant.
      1. What is the fee?
      2. Is this charge based on terminals, merchant ID, or another method?
      3. Is this a mandatory charge?
   4. Do you require a Self-Assessment Questionnaire ("SAQ") for each merchant ID or a single SAQ for the entire University?
   5. Do you offer any online training modules on PCI DSS requirements for clients?
3. What type of data security solutions (tokenization, end-to-end encryption, point-to-point encryption) do you offer? Describe the solution in detail.
   1. Provide complete pricing details for the security options, including all fixed and transactions costs.
4. What steps (i.e. terminal upgrades, software, services) would you recommend for the University to establish a processing environment that is fully point-to-point encrypted?

1. Interchange Qualification
   1. What process do you use to ensure that the transactions qualify for the lowest interchange category?
   2. Do you provide any review of account activity to help identify opportunities to improve qualification rates?

3. Do you offer any reports that would alert the University of abnormal activity that is resulting in transactions being downgraded and processed at higher interchange rates? When does the University receive these alerts (i.e. real-time, after month-end, after quarter-end, or after a relationship review)?

1. Describe the Firm's capabilities of accepting near field communication payments, such as Apple Pay, Google Wallet, etc. What hardware or software changes would be required?
2. What wireless acceptance (i.e. equipment compatible with mobile devices) options are available? If this wireless option is used for multiple events, how can amounts be segregated for each event (i.e. Is there a log in feature? If so, can multiple accounts be set up)? What is the cost for these devices?
3. Does your processing system identify and eliminate duplicate transactions?
4. What are the procedures to refund a payment when the card is not present?
5. How are unmatched refunds handled (i.e. refund issued to a different card)?
6. What are the options to refund a payment processed as a PIN-debit transaction?
7. What is the latest time you can receive card transactions for settlement on the next business day, assuming the deposit is made at your Firm?
8. When deposits are made into the University cash management bank, can settlement amounts be listed by:

|  |  |
| --- | --- |
|  | **Yes / No** |
| Batch |  |
| MID |  |

1. What information appears in the ACH Addendum information to facilitate reconciliation (i.e. batch number, MID, etc.)?
2. Are Saturday/Sunday/Monday batches deposited separately, or will they appear as a single lump deposit
3. Please confirm that interchange fees will be deducted at the end of the monthly cycle. If not, when will fees be deducted from the bank account?
4. Please confirm that the processor’s fees will be deducted at the end of the monthly cycle. If not, when will fees be deducted from the bank account?
5. Will the Firm consider monthly invoicing for interchange fees instead of periodic account deductions? If so, is there an additional fee?
6. Can the University provide documentation in response to chargebacks online?
7. Online Reporting Functionality
   1. Describe the Firm's online reporting functionality for merchant card transactions.
   2. Is transaction information available by terminal or merchant identification number?
   3. Describe the daily and/or monthly reconciliation reports available.
   4. Can summary reports by department or organization be created?
   5. Are these standard or custom reports created by individual users?
   6. Can reports be downloaded into Excel?
   7. Will the reports show details about all fees paid to card-issuing banks, card associations, and the payment processors? Provide sample reports.
8. How many University employees will the Firm permit to access the online reporting system with a unique log on identification? Is there a charge for additional users?

**17.7 Service Group 5: Payroll Card Processing**

(Only firms proposing for Service Group 5 should respond to this section.)

1. Customer Service
   1. Fill in the following table. Include only the individuals who will work with the University on a regular basis.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **Experience with other Higher Ed entities** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

* 1. For routine day-to-day transactions, will a specific customer service representative be assigned? If not, will a customer service department be assigned? Provide biographical information for the individual(s) that will be assigned to this account.
  2. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
  3. What are the hours of operation of each customer service unit involved in supporting the proposed services?
  4. How are relationship managers kept appraised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?

1. Describe the Firm’s proposed payroll card program.

1. Are you proposing a branded card (Visa, MasterCard)? If so, which one? Provide a sample image of the card.
2. Employee Contract
   1. Describe the marketing materials you provide.

* 1. In what languages are marketing materials available?
  2. Describe the enrollment process, including information about training materials provided to employees.
  3. Background Checks
     1. Are employees subject to a background check?
     2. If so, is this a credit check or criminal background check?
     3. Of all of your Firm’s applicants, what is the percentage of applicants that end up ineligible for a payroll card?
  4. What information is required for each individual card?

|  |  |
| --- | --- |
|  | **Yes / No** |
| Name |  |
| Social Security Number |  |
| Physical Address |  |
| Date of Birth |  |
| Telephone Number |  |
| Other (please specify) |  |

* 1. Once enrolled, how will cards be distributed to employees and students?

* 1. Can cards be mailed to a recipient’s P.O. Box address?
  2. Do you provide enrollment/change forms directly to employees and students? Can the cardholder enroll/make changes automatically (using an Internet/Intranet/Interactive Voice Response (IVR) system)?
  3. Describe the level of customer service provided to the cardholder. Is there a phone number they can call 24/7?
  4. Will the University be able to issue cards directly to employees and students?
  5. Do you offer an Apple or Android download apps for individuals to view balances or locate in-network ATMs? Is there a cost?

1. Operational
   1. Does the program allow for immediate on-site issuance and loading of cards? If so, describe the process to maintain and secure an inventory of cards.
   2. After loading the cards, how long does it take for the funds to post to the employee’s/student’s account? Are these funds available for immediate use?

* 1. Does each employee/student get an individual account number? How will the University get the account number information?
  2. Describe the process of replacing a lost card.
  3. How can University employees or students who have lost their cards and have not yet received replacement cards access funds (emergency payments)? Will balances from the lost/stolen cards be automatically transferred to the new cards?
  4. Can the card solution allow for wage payments from another employer or wages earned by a spouse to be deposited onto the same card/account?
  5. Can the card solution allow for deposits from non-wage payments and other sources (e.g. SSI, refunds)?
  6. Is the card solution portable once the individual is no longer employed or enrolled by the University?
  7. What happens to inactive cards or cards held by terminated employees/graduated students that have a remaining balance?

1. Reporting
   1. Identify the kind of management reports that are available.

* 1. Will the employee/student get monthly statements? In what format (paper, electronic) are the statements available?
  2. Will the employee/student have inquiry access to their account via interactive voice response (IVR) system, the Internet and/or mobile app?

1. Payroll Card Functionality
   1. Can the employee/student use any ATM?

* 1. Is the Firm’s Payroll Card solution able to meet Title IV regulations associated with disbursing federal funds to students (specifically college work study students)?
  2. How many no-surcharge ATM locations does your bank maintain in (i) Fayetteville, Arkansas and (ii) the State of Arkansas? Provide a map of the ATMs.
  3. Does your Firm have partnerships with any other ATM network that cardholders can use to get free withdrawals? If yes, how many no-surcharge ATM locations are available in (i) Fayetteville, Arkansas and (ii) the State of Arkansas? Will you assess a transaction fee on any cash dispensing transactions from these locations?
  4. Can the employee get cash-back from an Interlink merchant (or similar vendor)?
  5. Can the employee get cash from a bank branch?
  6. Can the employee transfer funds from the card into another type of account (or vice-versa)?
  7. Can cardholders have access to the routing and account number associated with the card to have third parties debit their accounts automatically for miscellaneous bills (i.e. rent, utilities, etc.)?
  8. Can the Firm ensure that no overdrafts will occur?

1. Fee Structure – University of Arkansas
   1. Describe any fees incurred by the University, including:
      1. Card issuance fees

* + 1. Transaction fees
    2. Administrative costs
    3. Software (lease purchase, installation, training, customization)
    4. Standard reports
    5. On-going technical assistance
    6. Related training
    7. Web capabilities, including real-time processing of applications

1. Fee Structure – Employees/Students
   1. How many free withdrawals per month can the cardholder get form your ATM network or from surcharge-free ATM?

* 1. Will the Firm charge a transaction fee for using an ATM outside of your network? If yes, what is the fee?
  2. What other ATM/network can the cardholder use to get free withdrawals?
  3. Will the cardholder be charged any point-of-sale (POS) fees for PIN-based transactions?
  4. Will the cardholder be charged for any POS fees for signature-based transactions?
  5. Will the cardholder be charged any monthly account fees?
  6. Will the cardholder be charged monthly online statement fees?
  7. Will the cardholder be charged monthly paper statement fees?
  8. Will the cardholder be charged balance inquiry fees?
  9. Are there any other fees/costs?

**17.8 Service Group 6: Outsourced Check Printing Services**

(Only firms proposing for Service Group 6 should respond to this section.)

1. Customer Service
   1. Fill in the following table. Include only the individuals who will work with the University on a regular basis.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **Experience with other Higher Ed entities** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

1. Describe the Firm’s experience in providing check printing services. How long has the Firm provided check printing services as a solution for clients?

1. How many clients do you provide check printing services for? Who are some of your major higher education clients that you provide checking printing services?
2. Confirm that checks will be issued against a UofA bank account.
3. Do the checks printed have to be disbursed from an account maintained by your Firm, or can the check be drawn on another financial institution?
4. What data fields does the University need to provide to your Firm to provide these services? Provide a bulleted list.
5. How will the University transmit check payment information to the bank?
6. Workday is able to send a single file for ACH and check A/P payments. Is the Firm able to accept a file that combines ACH and check payments?
7. Would you recommend sending a combined file or separate files for ACH and check payments? Why?
8. What is your Firm’s cut-off time for receiving files for vendor checks to be printed on the next business day?
9. Where will checks be printed?
10. Describe your process for checks requiring special handling (e.g. a check that needs to be sent to the University as opposed to the vendor).
11. Can the University provide correspondence or other documentation with a check payment?
12. What controls does your Firm employ to assure safety of customer data transmitted, check stock, and safeguarding of the checks before they are mailed?
13. Describe the process that your Firm would use to verify that all records have been received and processed. Will you actively compare the data transmission versus control total supplied by the University? In what formats would you be willing to accept control totals?
14. Describe in detail the type of check stock that would be used to print the payroll statements and checks? What security features does the check stock have?
15. What quality controls are in place to prevent errors in printing?
16. What are the hours of your Firm’s printing operation?
17. Describe in detail any quality improvement program that your Firm has in place. Provide statistics or other regularly available performance data related to the level of service quality and any other data that demonstrates your commitment to quality improvement.
18. Describe any new services or ideas that will enhance the University’s use of a check printing services.
19. Provide a detailed conversion plan for transitioning the University’s current process of check printing to your Firm. Include the estimated length of time for the transition and the amount of effort required by the University’s staff.

**17.9 Service Group 7: Invoice Management Services**

(Only firms proposing for Service Group 7 should respond to this section.)

1. Customer Service
   1. Fill in the following table. Include only the individuals who will work with the University on a regular basis.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Proposed Role** | **Location** | **Experience with other Higher Ed entities** | **# Years in Field** | **# Years with Firm** | **# Client Relationships Responsible For** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

* 1. For routine day-to-day transactions, will a specific customer service representative be assigned? If not, will a customer service department be assigned? Provide biographical information for the individual(s) that will be assigned to this account.
  2. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
  3. What are the hours of operation of each customer service unit involved in supporting the proposed services?
  4. How are relationship managers kept appraised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can’t be resolved?

1. Experience
   1. Provide an overview of the Firm’s invoice management service capabilities whereby invoices are received by the bank, imaged and details provided to the University?
   2. How many clients currently use this service offered by your Firm?
   3. Who are some of your higher education clients using this service?

1. Receipt of Invoices
   1. Complete the table below to indicate by which methods the Firm will accept invoices for processing. Indicate what percentage of invoices received is processed by each method.

|  |  |  |
| --- | --- | --- |
| **Method of Transmission** | **Accepted: Yes / No** | **% of Invoices**  **Processed by this Method** |
| Paper by Mail |  |  |
| Email (attached PDF) |  |  |
| Email (body of email) |  |  |
| Fax |  |  |
| EDI |  |  |
| Other (please specify) |  |  |

* 1. For items sent by mail, what address do you propose using?
  2. Can a Fayetteville, Arkansas, address be used?
  3. What policies would you recommend UofA adopt in regards to invoice management (i.e. make all vendors submit emailed invoices)?

1. Imaging Capabilities
   1. How are invoices and correspondence imaged?
   2. How are images available for access by UofA (i.e. online reporting)?
   3. If additional correspondence is provided with an invoice, how is that imaged stored and associated with the invoice in the Firm’s online portal?
   4. Can images be transmitted in bulk to UofA?
   5. What is the standard and extended retention periods available for invoice and correspondence images?

|  |  |
| --- | --- |
| **Cost Structure** | **Retention Period in Years** |
| Standard |  |
| Extended |  |

1. Data Capture Capabilities
   1. Are you able to capture invoice data as part of your proposed solution?
   2. What data would you suggest capturing (purchase order number, invoice number, vendor name, etc.)?
   3. How is this data captured (i.e. manual key entry, other)?
   4. Can your solution look up information against a UofA vendor list?
   5. In what formats is data captured transmitted? Can data be transmitted in BAI2 and ISO20022 formats?
2. Data Validation
   1. Does your solution incorporate any controls to detect potentially fraudulent invoices received?
3. Online Reporting
   1. Describe any enhanced features, beyond being an image repository, related to this service.
   2. Can UofA employees use the image repository to enter pertinent details (i.e. vendor number, purchase order number)?
4. Provide details on any additional features the University should consider as part of this service.

**17.10 Control**

(All firms must respond to this section.)

1. Discuss the Firm's security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed, and explain your approach and response to protection against these risks. What are the Firm's crisis communications plans in the event of a cyber-attack?
2. Describe the encryption capabilities that are supported by the Firm for the transmission of data between the Firm and the University.
3. Describe the process and procedures for providing notification of technology changes, such as file content/structure, and new/modified data availability reporting changes to the University.
4. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
5. Does the Firm maintain cyber liability insurance? If so, list the types and amount/limits carried.
6. Include a copy of the Firm's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 18 for any processes or systems relevant to the services proposed by the Firm, under this RFP.

**17.11 Implementation/Conversion**

(All firms must respond to this section.)

1. Provide a detailed conversion plan for transitioning each of the proposed Service Groups to your Firm. Include the estimated length of time for the transition and the amount of effort required by the University’s staff.
2. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the University’s account be transitioned to the ongoing client service team?
3. We recognize that successful implementations will require frequent communication. During the course of the transition, how many in-person implementation meetings are typically scheduled? How many are you willing to commit to for this relationship?
4. Indicate the Firm's plans for initial and ongoing education and training of University employees in the use of your Firm's systems.

**17.12 New Services & Ideas**

(All firms must respond to this section.)

1. Describe any new services or ideas that will enhance the University’s use of banking services.

1. Does the Firm offer any solutions that can assist in the processing of unclaimed property?
2. Provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.

**17.13 Sample Contract**

(All firms must respond to this section.)

1. Provide a sample of the proposed contract for you Firm’s services. Provide samples of all other documents which will need to be signed/entered into the contract related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.

1. It is the University’s intent to incorporate the Request for Proposal and your Firm’s proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the University and explain why. It is not acceptable to include the entire proposal.
2. Applicable for Service Group 4: Merchant Card Processing Only – Please confirm that there is no exclusivity clause in your Firm’s merchant card agreement. If there is, please indicate you understanding and willingness to allow another firm to process a select number of transactions that cannot be transitioned.

**17.14 Pricing & Account Analysis**

(All firms must respond to this section.)

1. Fill out the attached pro formas included in Appendix I for Service Groups 1, 2, 3, 4, 5, 6 and 7.

Fees related to all services described in the proposal must be listed – even if the service is not shown on the schedule. Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered based on volume, timeliness of payment, rebates or other measures.

1. For how long will the Firm guarantee the proposed fees for each Service Group? Complete the following table:

|  |  |
| --- | --- |
|  | **Fee/Rebate guaranteed at proposed pricing for how many years?** |
| Service Group 1: General Banking |  |
| Service Group 2: Depository/Local Banking |  |
| Service Group 3: Lockbox Processing |  |
| Service Group 4: Merchant Card Processing |  |
| Service Group 5: Payroll Card Processing |  |
| Service Group 6: Outsourced Check Printing Services |  |
| Service Group 7: Invoice Management Services |  |

1. If the University chooses to use compensating balances, are there any charges that could not be paid in this way?
2. Are you willing to offer any transition or retention incentives? If an incentive is a monthly fee waiver, please indicate when the fee waiver would apply (i.e. when the accounts are initially opened or when the services are substantially implemented).
3. Are there any additional price breaks or incentives if more than one Service Group is awarded to your Firm?
4. Merchant Card Processing Fees
   1. Credit Card
      1. What transactions does the bank assess?
      2. What fee (in basis points) will the bank assess on the dollar amount of total transactions?
   2. Signature and PINless Debit Card
      1. What transaction fee does the bank assess?
      2. What fee (in basis points) will the bank assess on the dollar amount of total transactions?
   3. PIN Debit Card
      1. What transaction fee does the bank assess?
      2. What fee (in basis points) will the bank assess on the dollar amount of total transactions?
   4. Does the fee differ if transactions are transmitted by analog dial-out versus IP connection? If so, note the difference.
   5. Card Brand Fees
      1. Do you charge a card brand fee?
      2. Provide a detailed list of the card brand fees you pass onto the merchant, including both the name of the charge and amount.
      3. Do you mark up any of these fees?
      4. Are there additional fees to process gateways other than the same per transaction cost that is changed to stand alone POS transactions?
      5. Does the bank mark up the industry’s Address Verification Services (AVS) charge? If so, by how much?
   6. Complete the table below regarding monthly merchant card processing fees:

|  |  |  |
| --- | --- | --- |
| **Monthly Fee** | **Total Relationship** | **Per MID** |
| Maintenance |  |  |
| Online Reporting |  |  |
| PCI Compliance |  |  |
| Non-PCI Compliance |  |  |

* 1. Will all interchange on returned sales (credits) be returned to the merchant?

**APPENDIX I: OFFICIAL PRICE SHEET**

**RFP NAME: Comprehensive Banking Services**

**RFP NUMBER: 021521**

**PROPOSAL DUE DATE: March 31, 2021 10:00 AM CST**

**RESPONDENT INFORMATION CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE/EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Please complete the Microsoft Excel spreadsheet labeled Appendix I. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. **Pricing must be valid for one hundred twenty (120) days following the bid Proposal due date and time.**

UA will not be obligated to pay any costs not identified accordingly. The Respondent must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the Respondent. Failure to do so may result in rejection of the bid.

**Please refer to the Microsoft Excel spreadsheet.**

**APPENDIX II: RESPONDENT INFORMATION / REFERENCES**

Respondent must provide the following information as part of this proposal:

1. Respondent Representative

Contact Name

Telephone

Email Address

Address

2. References of your current customer(s) as specified in **Section 4** of this RFP document:

a. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

b. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

c. Company/Organization Name:

Contact Name

Telephone

Email Address

Address

d. Company/Organization Name:

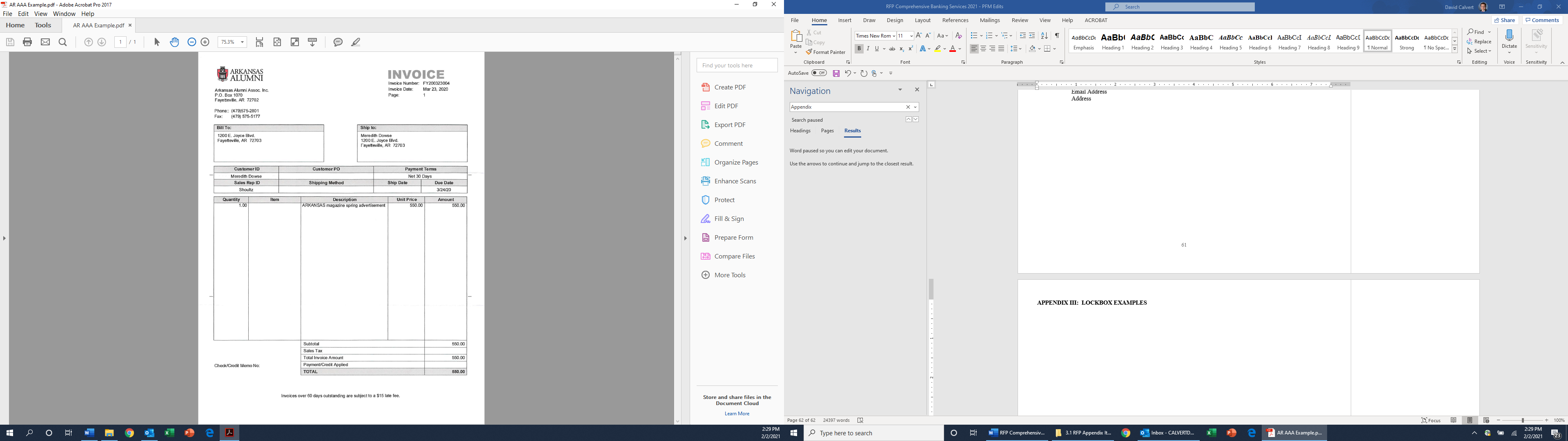
Contact Name

Telephone

Email Address

Address

**APPENDIX III: LOCKBOX EXAMPLES**

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**APPENDIX III: LOCKBOX EXAMPLES**

**Alumni Association – Front & Back of Remittance Document**

