

THE UNIVERSITY OF NORTHERN IOWA CEDAR FALLS, IA

Request for Proposal (“RFP”) #Q9363

Request for Banking/Credit Union Services and/or Automated Teller Machine Services

Procurement Services
University of Northern Iowa
122 Lang Hall
Cedar Falls, IA 50614-0003
Email: UNI_Procurement_Services@uni.edu

Issue RFP	Friday, March 2, 2018
Pre-Bid Meeting RSVP	Wednesday, March 7, 2018 9:00am CST
On-Campus Pre-Bid Meeting	Thursday, March 8, 2018 9:00am CST
Written questions, requests for clarification and suggested changes are due from bidders.	Tuesday, March 13, 2018 5:00pm CST
Written responses to questions, requests for clarification and suggested changes	Monday, March 19, 2018 3:00pm CST
Electronic and hardcopy proposals due	Thursday, March 29, 2018 3:00pm CST
Anticipated contract notification	Tuesday, May 1, 2018

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Please note: an electronic version of this Request for Proposal can be downloaded from:
<http://www.uni.edu/obo/purchasing/current-bid-solicitations>

RFP #Q9363
Section I
Proposal Instructions and Conditions

1.1 Purpose of RFP

The University of Northern Iowa (also referred to as “University” or “UNI”) is requesting proposals from reputable Banks or Credit Unions (hereinafter, “Companies or Financial Institutions”) to provide convenient financial services to the students, organizations, faculty and staff of the University through a banking/credit union branch (“Financial Services Branch”) and/or automated teller machines (“ATM’s”) across campus. The University has existing lease space available in Maucker Union for the financial services branch along with seven ATM’s located in key spots across campus.

Financial Institutions may submit offers to provide a financial service branch location, ATM machines or both. The University reserves the right to make a single award to one company or to make multiple awards in those areas of business that deem to be in the best interest of the University, or make no award, at the sole discretion of the University.

The University has listed general criteria that will be used in evaluation; however, these criteria should not limit your creativity in preparing a proposal. The data, specifications, and administrative requirements outlined herein are intended to serve only as a general guidance for each proposal. Each Company is expected to submit a fully detailed proposal, which adequately describes the advantages and benefits the University would realize through acceptance.

1.2 Description of the University of Northern Iowa

The University of Northern Iowa, located in Cedar Falls, Iowa was founded in 1876. Today, the campus covers 940 acres and consists of five colleges: Business Administration; Education; Social and Behavioral Sciences; Humanities, Arts and Sciences; and Graduate College. Approximately 11,907 undergraduate and graduate students are currently enrolled. The University employs approximately 2,500 faculty and staff, and 4,500 student employees on an annual basis.

1.3 RFP Contact/Representatives: All inquiries or requests for clarification or interpretation or to notify the University of errors or omissions relating to this Request must be directed to the DESIGNATED CAMPUS CONTACT: (This is the only person that respondents may speak to until the award of a contract)

James Tanzosch
Purchasing Manager
122 Lang Hall
University of Northern Iowa
Cedar Falls, Iowa 50614-0003
Telephone (319)273-5811
UNI_Procurement_Services@uni.edu

1.4 Proposal Clarification: Any and all questions regarding this Request for Proposal should be submitted via email to UNI_Procurement_Services@uni.edu by Tuesday, March 13, 2018 5:00pm CST. Responses to questions will be made available in the form of an official addendum by Monday, March 19, 2018 at 3:00pm CST.

1.5 Pre-Bid Conference: Participation in the pre-bid conference is **strongly suggested** to ensure understanding of the existing build-out and the scope and services necessary to submit a response. During the Pre-Bid conference, UNI will respond to questions and provide any needed additional instruction on the submission of bids. A tour of pertinent locations will also be provided. The Pre-Bid conference will be held on Thursday, March 8, 2018 9:00 am CST. Please RSVP to UNI_Procurement_Services@uni.edu with the names and email addresses of all participants by 9:00 am CST on March 7, 2018. Conference information will be provided to those who have RSVP’d. The University of Northern Iowa will provide a written response to all relevant questions asked during the conference in the form of an Addendum to this Request for Proposal. The questions and answers will be made part of the Request for Proposal and may become part of the contract to be negotiated with the successful Company(ies). Verbal

answers to questions posed at the conference will not be binding. Written answers included in the Request for Proposal Addendum will be binding.

1.6 Proposal Submission

Proposals submitted must be comprehensive by including all products, services and costs necessary to meet the requirements of this request. Responses are to be submitted in a sealed envelope, box or package labeled 'RFP Q9363'. Proposals must be received by Procurement Services, 122 Lang Hall, Cedar Falls, Iowa 50614-0003, by **3:00 P.M., CST, on Thursday, March 29, 2018**. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive. Electronic responses can be submitted to UNI_Procurement_Services@uni.edu.

One (1) original hard copy and one (1) electronic copy of the proposal are to be submitted to Procurement Services in response to this RFP. The original printed version of your offer must be shipped to and received by the above RFP Contact/Representatives.

1.7 Company Confirmation Each Company, by submitting a proposal, acknowledges its representatives have:

- 1.7.1 Read and completely understood the proposal documents contained in this RFP.
- 1.7.2 Based their proposal upon the requirements described in the proposed Contract Documents.
- 1.7.3 Caused the proposal to be signed by an authorized representative.

1.8 Receipt and Opening of Proposals

1.8.1 UNI reserves the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.

1.8.2 No proposals submitted by use of oral, telephonic, or facsimile methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Company should make allowance for the time required for such transmission.

1.8.3 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, fax number and email addresses are to be stated on the proposal form.

1.8.4 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.8.5 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal unless disclosure is required by a court order. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve UNI personnel from any responsibility, should such information be viewed by the public, a competitor, or in any way be released.

1.8.6 All opened proposals become the property of UNI and will not be returned to the Company.

1.8.7 Prior to the date and time designated for receipt of proposals, proposals submitted early may be withdrawn only by written notice to the RFP representative. Such notice must be received by the representative prior to the designated date and time for receipt of proposals.

1.8.8 Prices and Terms shall remain firm for acceptance for ninety calendar days after the proposal submission date. No proposal may be modified or withdrawn during this 90-calendar days period.

1.8.9 All erasures or corrections are to be initialed by the person(s) signing the proposal.

1.8.10 Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.

1.9 Prerogatives of the University

This solicitation does not commit the University to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to UNI. The University reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.

1.10 Short List Companies/Negotiations

Upon completion of proposal review, evaluation, and scoring, UNI reserves the right to identify a shortlist of companies who will best serve the University. This group of companies may be asked to give an onsite presentation to the University RFP evaluation committee and other UNI representatives. The University reserves the right to conduct negotiations/multiple rounds of negotiations until the University reaches satisfaction that a competitive and mutually beneficial contract can be awarded to the most responsive Company(s). During these negotiations, UNI reserves the right to accept revisions of proposals and negotiate price. Negotiations will be structured to safeguard information and ensure that all Companies in the competitive range are treated fairly.

1.11 Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Procurement Services to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.12 Qualification of Company

1.12.1 UNI shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

1.12.2 UNI reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy UNI, or that said Company is not properly qualified to carry out the obligations specified herein.

1.12.3 UNI reserves the right to award based on the proposal(s) determined to be in its best interest.

1.12.4 Company must be licensed to do business in the State of Iowa and comply with all applicable laws and provisions.

1.12.5 Company shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. Company shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of Company.

1.13 Exceptions to Contract Documents

Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Specifications of Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of UNI.

1.14 Preference Laws

UNI will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other criteria is comparable.

1.15 Gratuities

The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

1.16 Availability of Contract to Other Entities

All other agencies of the State of Iowa, Independent Purchasing Authorities and all political subdivisions of the State of Iowa may make purchases pursuant to the Base Contract and/or Ancillary Contracts. A Buyer may include additional contractual requirements and the Company agrees to be bound by the additional requirements if it accepts the Purchase Instrument.

1.17 Copyrights

By submitting a bid proposal, the Company agrees that the University may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The Company consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party.

1.18 Proposal Evaluation

The University will select a Company on the basis of proposals received in response to this RFP and any other information the University acquires regarding a company's ability to perform. The University will evaluate proposals and may select one or more companies based on responses to this RFP. All proposals submitted in response to this RFP will be reviewed for responsiveness by the purchasing agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below.

The contract will be awarded to the Company(ies) whose overall offer is deemed to be the most advantageous to the University as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the scope of work/specifications detailed in this RFP. Significant consideration will be given to proposed revenue, but income will not be the sole determining factor.

The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria, listed in no particular order:

1.18.1 Financial Proposal

1.18.2 Qualifications of the Company

1.18.3 Services Offered by the Company

1.18.4 References, evidence of ability to perform in similar venues

1.18.5 Additional Services and information provided by the Company

1.18.6 Marketing and Brand identification (see 3.4.14 & 3.5.13)

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Section II
Terms and Conditions of the Contract

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

2.1 Terms

2.1.1 University

The University is the University of Northern Iowa. The term University means the University or the University's authorized representative. The University may be referred to as "University" or "UNI".

2.1.2 Company

The Company is the person or organization proposing or offering to contract for goods or services. The term Company means the Company or the Company's authorized representative. The Company may also be referred to as the Financial Institution. This RFP may be awarded to multiple Companies - therefore, 'Companies' may also be referred to as Company.

2.1.3 The Product

The Product comprises of the goods and/or services required by the Company to fulfill the needs of this RFP.

2.1.4 The Agreement

The Agreement refers to the contractual agreement between UNI and the awarded Company, detailed in the Contract Documents and signed by both parties, and incorporating the RFP and Company's response by reference. The Agreement may be referred to as "Contract" or "Agreement".

2.1.5 Contract Documents

The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work/Specifications, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by UNI, Company's response to this RFP, and any contractual agreement that results from this RFP.

2.2 Non-appropriation of Funds

Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then UNI shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.3 Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that UNI, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.4 Indemnification

To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist

as to any party or person.

In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.5 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company's noncompliance with this clause or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

2.6 Subcontractors

Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance, in writing, and be acceptable to UNI. The Company is responsible for all acts of its subcontractors, as well as, the subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with UNI.

2.7 Insurance

Company shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, UNI shall not be deemed or construed to have assessed the risk that may be applicable to the Company arising from the Company's business operation. The Company shall assess its own risk and if it deems appropriate, maintain higher limits and/or broader coverages. The Company is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

Workers' Compensation and Employer's Liability

Statutory Limits

Commercial General Liability

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

Commercial Auto Liability (including owned, non-owned, hired, or rented vehicles)

\$1,000,000 Each Occurrence

Umbrella Liability (providing excess liability over the employer's liability, general liability, and auto liability)

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on the Commercial General Liability, Commercial Auto Liability, and Umbrella Liability policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting Contract, consistent with the provisions of this Section, shall be considered a breach of Contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.8 Amendments to the Agreement

When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

2.9 Laws

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

2.10 Assignment

The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of UNI. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

2.11 Taxes

The University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

2.12 Access to Company Records/Audits

The Company agrees to keep and provide full access to all records that pertain to UNI throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute. The University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deems appropriate to perform an audit of Company records. Should such audit disclose incorrect billings or improprieties, the University reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement.

2.13 Termination

2.13.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for UNI, or if Company is otherwise guilty of a substantial violation of the Contract Documents, UNI may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to UNI.

2.13.2 In any case where Company has failed to provide equipment and services or has provided nonconforming equipment and services, UNI shall provide a Cure Notice. If after notice, Company continues to be in default, UNI may procure services from another source and terminate the Agreement, without penalty to UNI. Company may be required to pay UNI the difference if a higher cost Company is selected.

2.13.3 With the mutual agreement of both parties, the Agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

2.13.4 The University may terminate the Agreement without penalty for any reason by giving a 30 calendar day notice.

2.14 Severability of the Agreement

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a

limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

2.15 Open Competition

2.15.1 **Where, in these contract documents, reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the purpose of establishing a basis of comparative quality, type or style and not for the purpose of limiting competition.** It shall be understood that such method of description is not intended to exclude other items, processes, similar designs, or kinds of materials, but is intended merely as a means of establishing a standard of comparison. Other manufacturing processes may be used, if, in the opinion of UNI, they are acceptable in serviceability, durability, quality, functional capabilities and design.

2.15.2 UNI reserves the right to reject any substitute article or material, and/or the associated bid which, in UNI's opinion, does not meet the standard of quality established by such a reference in the contract documents.

2.15.3 Companies offering other than the items specified shall submit, with their bid, catalog cuts, brochures, and detailed specifications covering the items on which they are bidding. **Any deviation from the contract documents contained in this bid shall be noted by the company on the Bid Compliance Form. (See Attachment A.)**

2.15.4 The company is expected to fully comply with the Contract Documents in this bid solicitation. In the event the Company's materials or equipment do not conform, and those deviations have not been stated on Attachment A, the company will be responsible for furnishing materials and equipment, which fully conform at no change in their bid price.

2.16 Guarantee-

In filling this order, Company warrants and guarantees to University that the articles are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-Kickback Enforcement Act; Debarment and Suspension policies (E.O.s 1249 and 12689); Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); Rights to Inventions Made Under a Contract or Agreement in accordance with 37 CFR part 401; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7); Buy American Act, Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c); Equal Employment Opportunity; Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793); Vietnam-era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), (38 U.S.C. 4212).

2.17 Export Control-

Company acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University. Company shall comply with all U.S. export controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data, which is subject to export controls under federal law, Company shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Company sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the Agreement.

- 2.18 Energy Star Purchases-
Whenever possible, UNI will purchase equipment that is rated energy efficient by this joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy.
- 2.19 Hazardous Material-
All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
- 2.20 Clean Air and Water Certification –
Company certifies by filling this order that its facility is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Company will immediately notify University Procurement Services of the receipt of any communication indicating that any company’s facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 2.21 Federal Subcontract –
If this agreement constitutes a sub agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.
- 2.22 Conflict of Interest –
Should Company be a State of Iowa official, a paid employee of the University or any other State of Iowa agency, a member of the General Assembly or a legislative employee, Company will be considered a ‘conflict of interest vendor.’ In addition, should any individual who is a paid employee of the University or State of Iowa Agency be a partner in Company’s firm or receive consulting payments, a conflict of interest exists. Whenever Company represents a conflict of interest or whenever there is a disclosure of indication of a conflict of interest, Company must have approval by the University prior to bidding on the RFP.
- 2.23 Code of Conduct –
University of Northern Iowa is committed to socially and environmentally responsible purchasing consistent with the values in our strategic plan. The University of Northern Iowa expects high quality in the products, services and business practices of all of its business partners. This commitment enjoys broad support on campus.
- 2.24 Most Favored Nation –
Company represents that the terms, conditions and prices established under the Contract Documents are equal to or better than those offered to other comparable colleges, universities or public institutions. If during the term of the Contract, Company offers more favorable terms, conditions or prices to another institution, comparable universities, colleges, Company agrees to notify the University. The Contract shall be amended to reflect the more favorable terms, conditions or prices.

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Section III
Specifications

3.1 Introduction

The University of Northern Iowa is seeking written proposals from qualified financial institutions to provide one or more of the following distinct services:

- Financial services branch location in Maucker Union
- Automatic Teller Machine (ATM) across campus

3.2 Objective

The University seeks to establish a strategic alliance with a financial institution(s) to provide typical financial services that would be found in a bank/credit union branch location and/or ATM services. It is critical to the University that an alliance be established with a Company who has a record of meeting contractual requirements and schedules, a record of supportive and cooperative behavior, a commitment to customer satisfaction, and an overall concern for the interests and success of the customer.

3.3 Term of Agreement

The suggested length of the resulting Agreement shall be a term of five years followed by a three and then two year renewal options for a total of ten years. The Company will be required to have a transition strategy for a start date on or around August 1, 2018. The anticipated notification of award for this RFP is on or about May 1, 2018, subject to lease approval by the Board of Regents, State of Iowa, in early June. The awarded Company must be fully on-board and operating at 100% on or about August 1, 2018. The awarded Company must be able to successfully and seamlessly transition and become operational within this compressed timeline in order to support the University's needs.

3.4 Financial Services Branch Facility

3.4.1 The existing space is available in [Maucker Union](#) and is approximately 445 sq. ft.

3.4.2 The selected Company will be responsible for all equipment, furnishings and alterations to the current build-out under the guidance of the University.

3.4.3 Renovation can begin in the summer of 2018 with the space scheduled to open by August 1, 2018.

3.4.4 Hours of operation should be consistent with University office hours (expected to be 8:00 am to 4:30 pm year round). Company may propose alternate or additional hours.

3.4.5 Company agrees to provide adequate staff and hours of operation consistent with [University calendar](#).

3.4.6 As a direct cost of operation, Company agrees to maintain standards of housekeeping and sanitation in areas under its responsibility complete to the satisfaction of the University. Responsibilities include routine cleaning and housekeeping such as vacuuming, dusting and emptying trash. Trash may be disposed of in a University provided dumpster/compactor.

3.4.7 All interior advertising and signs shall be approved by the Director of Maucker Union or appropriate individual for each respective location.

3.4.8 Provide adequate security for equipment, money and financial transactions.

3.4.9 Pay a monthly fee in advance for lease of space.

3.4.10 Provide certificate of insurance and evidence of adequate insurance coverage.

3.4.11 Abide by all University and Board of Regents, State of Iowa, policies with regards to discrimination.

3.4.12 Abide by all applicable local, state and federal laws.

3.4.13 Return the area to the University in the same condition in which it was provided, subject to acceptance by the University.

3.4.14 UNI has a strong interest in protecting its brand/market, any proposer with a tradename that is or could reasonably be perceived as being associated with a competing institution should include in its proposal a solution to the issue of competition in the event they are awarded the RFP.

3.4.15 In addition to typical personal accounts, the University also anticipates recognized student organizations will have a desire to establish a banking account with Company. The ownership of said accounts can change from year to year based on the student leadership within the organization. Proposers should clarify how they would accommodate these student organizations.

3.5 Automatic Teller Machines

It is important to the University that the Company support the desire to minimize the number of transactions surcharged, as well as the amount charged per transaction for students. The University currently has seven ATM locations on campus under contractual agreement that will expire on June 30, 2018. The University also has an ATM located in the UNI Bookstore located at 1009 W 23rd St. Cedar Falls, IA 50613 which is not subject to this agreement.

3.5.1 ATM Locations

Location	Current	Type	Contract Expires	Transaction Fee Current	Location Description
Maucker Union	Veridian	Full Service	6/30/2018	No	Student Traffic
Towers	Veridian	Cash Dispensing Only	6/30/2018	No	Student Traffic
Redeker	Veridian	Cash Dispensing Only	6/30/2018	No	Student Traffic
23 rd St. Market	Mobile Money	Cash Dispensing Only	6/30/2018	Yes	Student Traffic
McLeod Center	Mobile Money	Cash Dispensing Only	6/30/2018	Yes	Event Driven
UNI Dome	Mobile Money	Cash Dispensing Only	6/30/2018	Yes	Event Driven
Gallagher	Mobile Money	Cash Dispensing Only	6/30/2018	Yes	Event Driven
University Bookstore	Wells Fargo	N/A	Not Subject to this RFP	Not Subject to this RFP	Not Available

3.5.2 Company will propose rental income and/or share of any proposed transaction fee(s).

3.5.3 ATM units will be stand alone.

3.5.4 ATM units must comply with the “Americans with Disabilities Act”.

3.5.5 ATMs should dispense in convenient increments.

3.5.6 ATM machines will be serviced and maintained by Company.

3.5.7 Monthly usage reports, to include each transaction type, must be provided for each ATM unit when requested by University.

3.5.8 Company agrees to pay all installation costs, including electrical, phone, data lines and/or cellular connections if not already existing. Access to UNI's network will not be available.

3.5.10 All interior advertising and signs shall be approved by the Director of Maucker Union or appropriate University representative for each respective location.

3.5.11 Company agrees to obtain prior approval for area modifications, such as signs or other equipment.

3.5.12 Company agrees to pay on-going service for communications line (in any form) as necessary.

3.5.13 UNI has a strong interest in protecting its brand/market, any proposer with a trade name that is or could reasonably be perceived as being associated with a competing institution should include in its proposal a solution to the issue of competition in the event they are awarded the RFP

3.8 Accessibility

In connection with the furnishing of equipment, supplies, and/or services under the awarded contract, the Company and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

3.9 Required Permits

Company shall obtain, at its own expense, any permits, or licenses required by any federal, state, municipal or county ordinance of regulation and shall pay, at its sole expense, all taxes lawfully assessed in connection with the operation of proposed service.

3.10 Parking

Company is responsible for obtaining proper parking permits while working on University property. UNI will not pay for parking. Parking information can be found at: <https://publicsafety.uni.edu/>.

3.11 Safety

Company must make every effort to ensure safety. This includes having a trusted, professional and experienced team to complete projects as they occur throughout the life of the contract. Company shall follow industry standards and laws for health and safety and take all necessary precautions. For equipment, Company is responsible for ensuring all operators are fully certified and/or licensed and are compliant with all City, County & State laws and regulations. Company agrees to comply with all applicable federal, state and local laws and regulations and to obtain and maintain any and all current permits and licenses necessary to provide items awarded as a result of this RFP.

3.12 Marketing of Educational Loan Products

Company agrees to not market educational loan products to non-account holders on campus.

RFP #Q9363
Section IV
Proposal Content

It is important that responses contain enough information to permit UNI's evaluation team to fully understand the Company's capabilities. UNI is requesting responses to this RFP that, at a minimum, include the following:

4.1 Form of Proposal

Form of Proposal completed and signed by Company's representative.

4.2 References

Company must provide a minimum of three (3) references. References should represent major accounts, preferably other universities, that use services comparable to those sought by the University as outlined in this RFP. Company references should include business or institution's name and address, as well as a contact name with a telephone number and email address. **Attach as Supplement 1.**

4.3 Company Information

The Company should provide a one-page company profile listing history, employee make-up, state of proprietorship, partnership, or incorporation. Include a complete listing of colleges and universities for which Company has provided successful services for in the past five years. Provide detailed information regarding closest branch location. Also, include any other pertinent information that can be used to evaluate Company. **Attach as Supplement 2.**

4.4 Service and Support

Provide the name(s), title(s), experience and areas of responsibility for all of the Company's staff who will be directly assigned to work as UNI account representative(s). Provide resume of assigned representative(s) and their role(s) with the UNI account. Describe in detail how your Company will provide customer service that will be available to University students, faculty, staff and campus visitors, and how your Company will maintain the highest level of service for the University. Provide an organizational chart for problem resolutions. **Attach as Supplement 3.**

4.5 Response Information—

Provided excel document contains four tabs/worksheets, please complete and submit as **Supplement 4:**

- All companies must complete the "All" tab/worksheet
- Complete all questions in the "Branch & ATM" tab/worksheet to be considered for a combined bid that includes a financial services branch and ATMs.
- Complete all questions in the "Branch Only" tab/worksheet to be considered for a bid that includes a financial services branch only.
- Complete all questions in the "ATM Only" tab/worksheet to be considered for a bid that only includes ATMs.

Companies may respond to multiple tabs/worksheets and responses will be evaluated so as to provide the best solution for the University.

RFP #Q9363
Section V
Form of Proposal

5.1 The undersigned Company, in response to Request for Proposal Number Q9363 having examined the Proposal Requirements, this Form of Proposal, and all of the Contract Documents, hereby proposes to provide services in accordance with the proposed Contract Documents.

5.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

— — — —

5.3 Proprietary Information Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this Proposal listed below represent trade secrets or proprietary information.

Section	Page No.	Section	Page No.
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5.4 Company understands that University of Northern Iowa reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

Yes _____
No _____

5.5 Company has provided all parties involved with a copy of the RFP. Yes _____
No _____

5.6 Company has read, understands, and agrees to all Proposal Instructions and Conditions contained in Section I & II of this RFP. Yes _____
No _____

NOTE: If No, please list exceptions on Attachment A.

5.7 The University is interested in doing business with Companies electronically. We currently have the ability to deposit payments for invoices directly into a Company's bank account. Please indicate if you accept electronic payments and what method: _____. Please indicate the percentage discount for the University for processing your payments electronically _____. In the event of bid award, the University will not be responsible for payment of any credit card processing fees associated with the payment of invoices via a credit card.

5.8 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, company, or corporation; (b) that Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that Company has not solicited or induced any person, company, or corporation to refrain from bidding; and (d) that Company has not sought by collusion or kickback to obtain any advantage over any other Company or over UNI.

5.9 The Company has not altered or modified the original content of the Request for Proposal document or any associated documents, including the Cost Worksheet.

5.10 The company is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of Northern Iowa of any change in this status, should one occur, until such time as an award has been made under this procurement.

5.11 Company Information

Business Name: _____

Federal I.D. Number: _____

Official Address: _____

Address of service location for UNI:

Company's State or Foreign Country of Residence _____

Company Telephone Number _____

Fax Number _____

Company Contact _____

Telephone Number for this Contact _____

E-Mail for this Contact _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

ATTACHMENT A
EXCEPTIONS/BID COMPLIANCE FORM
#Q9363

NOTE: If you do not comply or partially comply with terms or conditions of this RFP, indicate those sections and the counter term or condition below. Failure to include a term or condition on this form indicates that you are in complete compliance with those terms or conditions as stated in the RFP. Additional copies may be made as necessary.

RFP Item Number	Comply Yes /No	Comments
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: _____

Name: _____

Date: _____

Proposal Compliance Form
RFP #Q9363

Please note: Proposal may be considered incomplete unless the following are included with offer. Indicate compliance by placing a checkmark in the space provided: All documents should be included in the order provided below. This form should be returned with the proposal as the last page.

Compliance

- Form of Proposal completed and signed by Company's authorized official
- Attachment A (Exceptions)
- Supplement 1 (References)
- Supplement 2 (Company Information)
- Supplement 3 (Service & Support)
- Supplement 4 (Excel Document Response Information)

Proposals must be received by March 29, 2018 3:00pm CST