



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Proposal (RFP)

Comprehensive Banking Services  
RFP #07-17

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## Contents

<b>1.0 INTRODUCTION</b>	3
<b>1.1 Definitions, Background, Purpose and Specifications</b>	3
<b>1.2 General Information</b>	18
<b>1.3 General Submission Provisions</b>	21
<b>2.0 EVALUATION AND AWARD PROCESS</b>	25
<b>2.1 Evaluation Criteria</b>	25
<b>2.2 Award</b>	27
<b>2.3 Negotiations</b>	28
<b>2.4 Award Protest</b>	28
<b>3.0 RESPONSE FORMAT REQUIREMENTS</b>	29
<b>3.1 General Format Instructions</b>	29
<b>3.2 Response Format Instructions</b>	29
<b>4.0 APPENDICES</b>	31
Appendix A – University of Maine System Response Cover Page	32
Appendix B – Debarment, Performance and Non-Collusion Certification	34
Appendix C – Required Cost Evaluation Exhibits	35
Appendix D – Economic Impact Evaluation Form	42
Appendix E – Contract for Services	44
Appendix F – Certificate of Insurability Form	53
Appendix G – Organization Reference Form	54
Appendix I – Evaluation Question(s) – General, Service Groups, and Implementation	57
Appendix J – Evaluation - Accessibility Requirements	76
Appendix K – Evaluation Question(s) – Information Security	77
Appendix L – Evaluation Question(s) - Information Technology	79
Appendix M – Interface Data Exchange Requirements	81
Appendix N – Permitted Overnight Sweep Investments	82
Appendix O – Intention to Submit a Proposal	83

# 1.0 INTRODUCTION

## 1.1 Definitions, Background, Purpose and Specifications

### 1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

### 1.1.2 Background

#### Overview

Established in 1968, the University of Maine System unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, the University of Maine System serves approximately 30,000 students annually and is supported by the efforts of more than 1,200 full-time and part-time faculty and approximately 3,000 regular full-time and part-time staff.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The University of Maine System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization. These offices are charged with delivering key administrative functions across the University of Maine System.

#### **Campus Thumbnails**

##### **University of Maine at Augusta**

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond

through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. Celebrating its 50<sup>th</sup> anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state's capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through University College centers around the state. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

#### **University of Maine at Farmington**

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts and sciences, and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. UMF continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

#### **University of Maine at Fort Kent**

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "rural university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in such disciplines as nursing, business, education, forestry and cyber security among others. The student body at UMFK numbering 1,500 has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. Featuring seventy-seven full-time and adjunct faculty and eighty-one staff, UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

#### **University of Maine at Machias**

The University of Maine at Machias sits on the Gulf of Maine, surrounded by rivers, forests, fishing villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine's Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM's fifteen undergraduate degree programs serve approximately 800 students. UMM's applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

#### **University of Maine**

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UM, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral

programs. Ranked 105<sup>th</sup> by the National Science Foundation among American research universities, UM's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

#### **University of Maine at Presque Isle**

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and the University strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. UMPI serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

#### **University of Southern Maine**

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

### **1.1.3 Purpose**

The University is seeking responses to provide Comprehensive Banking Services as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

The University is issuing this Request for Proposal to select one or more Respondent(s) to serve as banking partners. To facilitate the evaluation of proposals and the efficient and economic operation of the cash management process, the RFP has been divided into six (6) Service Groups.

- Service Group 1: General Banking
- Service Group 2: Merchant Card Processing
- Service Group 3: Electronic Payables (ACH)
- Service Group 4: Electronic Payables (Ghost Card)
- Service Group 5: Payroll Cards
- Service Group 6: Purchasing and Travel Cards

Respondents may propose to provide one or more of these Service Groups; Respondents do not need to propose for all service groups to be considered. Respondents should note the following:

**Service Group 1: General Banking** - the University's intent is to select one (1) provider for these services, but it is likely that the individual campuses may choose to select one or more regional banks or decide to remain with current relationships to handle the deposit requirements based on individual campus needs and requirements.

**Service Group 2: Merchant Card Processing** - the University's intent is to select one (1) provider for the service described in this RFP. However, it will not be an exclusive arrangement if the provider's systems are not compatible with all of the University's current and future systems/applications. This service is primarily for the seven University campuses and University Services; however, University business partners, including the Foundations and Alumni Associations must also be afforded the use of these services with the same terms and conditions applicable to the various University locations.

**Service Group 3: Electronic Payables (ACH)** - the University's intent is to select one (1) provider for this service.

**Service Group 4: Electronic Payables (Ghost Card)** - the University's intent is to select one (1) provider for this service, but may choose to award with Service Group 6 based on overall value to the University.

**Service Group 5: Payroll Cards** - the University's intent is to select one (1) provider for this service.

**Service Group 6: Purchasing and Travel Cards (corporate liability)** - the University's intent is to select one (1) provider for this service, but may choose to award with Service Group 4 based on overall value to the University.

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

#### **1.1.4 Specifications / Scope of Work**

##### **1.1.4.1 Service Group 1: General Banking**

The Respondent awarded the contract for Service Group 1 will be the University's primary cash management partner. This Respondent will process deposits (both electronic and paper), accounts payable disbursements (paper), payroll (by direct deposit and check), student refund and travel and expense payments (by direct deposit and check), and will be the central point for cash management.

The University has approximately 4,000 full-time employees, and 9,500 part-time employees (including students) which varies based on the time of the year. The average size of the total payroll per month is \$17 million, with 90% of full-time employees and approximately 50% of part-time employees receiving pay by direct deposit. There are three pay cycles: bi-weekly (including students), monthly and off-cycle payroll adjustments.

The University's ERP is PeopleSoft:

**Financials**

Application 9.2

Tools 8.54

**Human Resources**

Application 9.1

Tools 8.53

**Campus Solutions**

Application 9.0

Tools 8.513

1.1.4.1.1 General

The University currently has nineteen (19) demand deposit accounts and two (2) controlled disbursement accounts at its primary bank.

The University has maintained average collected balances of between \$455,000 and \$19.8 million.

Requirements and required services include:

- a. Meet all legal and regulatory requirements of all appropriate departments and agencies of Federal and State Government as appropriate for the services you are proposing;
- b. Have a federal or Maine bank charter;
- c. Qualify as a depository of public funds in the State of Maine as defined in 5 MRSA §135;
- d. Maintain collateral on uninsured deposits as required by 5 MRSA §135 (<http://www.mainelegislature.org/legis/statutes/5/title5sec135.html>). Below is a summary of the collateralization requirements under 5 MRSA §135;

“Collateralization or insurance for the full amount of any deposit of public funds, whether held by an institution permitted under this section or by a vendor contracted to collect or disburse public funds. The collateral must consist of securities or obligations issued or fully insured or guaranteed by the United States, an agency or instrumentality thereof or a United States government sponsored corporation. The securities must be held in a depository institution approved by the Treasurer of State and pledged to indemnify the State of Maine against any loss”.

- e. Be “Well Capitalized” as defined by the Federal Deposit Insurance Corporation (FDIC);
- f. Establish a minimum of seventeen (19) demand deposit accounts and two (2) controlled disbursement accounts to meet the banking requirements of the University and maintain accurate records of activity in those accounts;
- g. Offer ZBA services;
- h. Establish and maintain additional accounts as needed under the negotiated fee structure;

- i. Demonstrate reasonable internal controls to safeguard funds, accounts, and confidential data; and
- j. Employ appropriate disaster recovery plans and resources to protect University accounts and funds.

#### 1.1.4.1.2 University Campus Needs

Each of the seven universities that make up the University has specific banking needs. The campuses interact with a number of banking institutions due to their locations. The individual campuses may choose to select one or more service providers or decide to remain with current relationships for these services based on individual campus needs and requirements.

Highlights of the accounts used and processing needs are provided below for each campus. References to “at the System level” are referring to University Services Cash Management personnel. **Information on specific dollar amounts will be issued via addendum at the pre-bid conference.**

#### **University of Maine at Augusta**

- a. Depository Accounts (6)
  - i. Department processes cash and checks and takes deposit bags to the bank branch
  - ii. Multiple deposit tickets are included in each bag (mixed cash and check)
  - iii. Online access and account statements are needed at the University Services level
- b. Merchant Card Clearing Account
- c. Imprest Account for Petty Cash/Student Refunds

#### **University of Maine at Farmington**

- a. Depository Accounts (2)
  - i. Three locations on campus process deposits of cash and checks
  - ii. Deposits are collected and taken by police courier to the bank branch
  - iii. Multiple deposit tickets are included in each bag (mixed cash and check)
  - iv. Online access and account statements are needed at the University Services level.
- b. Merchant Card Clearing Account
- c. Imprest Account for Petty Cash

#### **University of Maine at Fort Kent**

- a. Depository Account
  - i. Online access and account statements are needed at the University Services level
- b. Merchant Card Clearing Account
- c. Imprest Account for Petty Cash

#### **University of Maine at Machias**



- a. Depository Account
  - i. Online access and account statements are needed at the University Services level
- b. Merchant Card Clearing Account

### **University of Maine**

- a. Depository Accounts (9)
  - i. The athletic department makes its own deposits
    - 1. A two pocket zippered bag is used; cash and checks are separated within the deposit bag; a single deposit ticket is used
    - 2. The deposit is transported to the bank branch by police courier
    - 3. Cash is verified at the bank branch at the time of deposit
  - ii. The Bookstore makes its own deposits
    - 1. Deposits of checks and currency are deposited in clear tamper evident deposit bags; a single deposit ticket is used; deposits contain unrolled coin
    - 2. Deposits are transported to the bank by police courier and placed in the night deposit box
  - iii. Deposits for other departments are collected at the Bursar's Office
    - 1. Checks are processed using Remote Deposit Capture (RDC)
    - 2. Deposits from multiple departments are consolidated into one tamper evident plastic bag with a single deposit ticket; deposits contain unrolled coin
    - 3. The deposit is transported to the bank branch by police courier
    - 4. Cash does not need to be immediately verified
  - iv. Online access and account statements are needed at the University Services level
- b. Merchant Card Clearing Account
- c. ACH Depository Account (3)
- d. Imprest Account for Student Refunds
- e. Imprest Account for Travel & Expenses
- f. Imprest Account for Stipends & Travel Expenses

### **University of Southern Maine**

- a. Depository Accounts (3)
  - i. Clear tamper evident bags with separate slots for checks and cash are used; one deposit ticket per bag
  - ii. The volume of cash from athletics and parking can be high after events
  - iii. Online access and account statements are needed at the University Services level
- b. Merchant Card Account

- c. Imprest Accounts for Petty Cash (3)
- d. Imprest Accounts for Grants / Stipends (2)
- e. Interest on Lawyers Trust Account

#### **University of Maine at Presque Isle**

- a. Depository Account
  - i. Online access and account statements are needed at the University Services level
- b. Merchant Card Account
- c. Imprest Account for Petty Cash

#### **University Services**

- a. Depository – General
- b. AP Disbursement
- c. Payroll Disbursement

##### **1.1.4.1.3 Deposit Services**

The University collects and deposits approximately 5,100 checks per month across all campuses. Roughly 3,900 of these items are processed by RDC; the rest are deposited at branch locations. The University currently has 14 Remote Deposit Capture scanners to deposit checks at campuses as described above; only 5 scanners are currently in use. The University is willing to consider the use of RDC at additional campuses.

The University deposits approximately \$780,000 a year in cash to various bank branches. Cash and checks are brought to the branch by uniformed campus police. Deposits are transported in either locked zipper bags or tamper-evident plastic bags; deposits are often mixed and can contain currency, coin and checks. Details about the processing requirements at each campus are provided in Section 1.1.4.1.2 of this RFP.

The University is not currently using “smart safes” for currency deposits but is interested in exploring how the service might be used in conjunction with RDC at some campuses.

Required services include:

- a. Process the deposit of up to 5,100 checks per month at local branches and by RDC (the actual number of checks deposited will depend on the proximity of the Responders branch network to University collection sites);
- b. Process the collection of approximately \$780,000 of cash per year at branch locations (the actual volume will depend on the proximity of the Responders branch network to University collection sites); and
- c. Image deposited items.

##### **1.1.4.1.4 Disbursement Processing / Checks**

The University writes approximately 5,800 controlled disbursement checks and 126 non-controlled disbursements checks per month. The number of controlled disbursement checks increases at the beginning of each semester (up to 10,400) because of an increase in student refund

checks. All payroll and AP disbursements are made from one of the University's two controlled disbursement accounts.

Payroll has three pay cycles a month; bi-weekly, monthly, and off-cycle. Roughly 10% of full time employees and 50% of part-time University employees received their pay by check; the dollar amount of payroll payments made by check is roughly \$370,000 per month.

Student refund checks are issued out of the AP controlled disbursement account. On average there are 2,500 student refund checks per month for an average amount per month of approximately \$3.7 million monthly.

Vendor checks are also issued out of the AP controlled disbursement account. There are two pay cycles for AP a week (eight monthly). On average there are 2,900 vendor checks per month for an average amount per month of approximately \$7.2 million.

Required services include:

- a. Provide controlled disbursement services;
- b. Provide positive pay, payee positive pay, and teller positive pay services;
- c. Provide online stop payment services;
- d. Cash University checks drawn on your bank at no cost to the University or to the payee;
- e. Provide online access to cleared checks (images of front and back)

#### 1.1.4.1.5 Electronic Transfer of Funds

The University initiates approximately 19,900 ACH disbursements per month, primarily for payroll. The University receives approximately 2,800 ACH debits/credits monthly. The University receives approximately 55 domestic wires and 8 international wires a month and initiates approximately 16 domestic and 9 international wires per month.

Roughly 810 of the ACH disbursements processed each month are student refunds. The total average amount of student refunds is \$2.1 million per month.

Approximately 900 of the ACH disbursements processed each month are travel and expense reimbursement. The total average amount of reimbursements is \$330,000 a month.

Required services include:

- a. Accept and send ACH transactions;
- b. Establish an ACH daily exposure limit of \$25 million;
- c. Provide ACH Debit block and filter services;
- d. Provide "post no checks" or other service to block any checks from clearing the account;
- e. Provide a secure electronic method for initiating wire transfers with dual control for authorization;
- f. Provide a secure electronic method for initiating international wire transfers in the following (but not limited to) currencies: U.S. Dollar, Euro, British Pound, Canadian Dollar, South African Rand, Danish Krone, Croatian Kuna, Swedish Krona;
- g. Provide a competitively-priced currency exchange service

#### 1.1.4.1.6 Online Reporting

The University uses the online platform of their current banking services provider for several purposes. This includes managing cash flow (current and previous day reporting), viewing/printing returned check information, viewing online activity to check for fraud transactions, processing internal/external ACH transfers, processing domestic and international wires transfers, transferring funds between the General Fund and money market accounts, and viewing direct deposit notifications. The online platform has dual authorization for any online activity. Up to 58 University employees will require access to the bank's online reporting system.

Required services include:

- a. Provide online reporting of ledger balance, available balance, and summary and details of credits / debits posted;
- b. Provide online monthly activity statements and reports for all accounts;
- c. Provide current day reporting downloadable in PDF and Excel;
- d. Provide prior day reporting for the last 90 days;
- e. Provide system functionality for users to generate customized reports;
- f. Send a file at least once per month of cleared checks for reconciliation;
- g. Provide a daily list of deposited checks that have been returned;
- h. Provide full account reconciliation services;
- i. Provide detailed monthly account analysis statements for each account and a consolidated statement; and
- j. Provide appropriate online support to facilitate the University's internal controls;
- k. Allow approximately 58 or more University employees to access the bank's online reporting system with different levels of entitlement (including view only privileges) with dual authorization on services.

#### 1.1.4.1.7 Bank Balances

During the past year, the University maintained an average collected balance of approximately \$6.5 million with its primary banking partner. The balance of funds held in the accounts in the future is expected to be modest, and will depend on the rate offered relative to other liquidity options. The University will consider sweep options, such as money market mutual funds and overnight repurchase agreements in lieu of maintaining balances in the demand deposit account. A list of permitted overnight sweep investments can be found in Appendix N.

Required services include:

- a. Provide a competitive earnings credit rate for uninvested balances, a competitive rate or an interest-bearing account and/or and overnight investment service (sweep) for balances in the demand deposit accounts; and
- b. Collateralize all uninvested collected balances, in excess of balances insured by the FDIC, as per the collateral requirements of 5 MRSA §135, as listed under section 1.1.4.1.1 d.

### 1.1.4.2 Service Group 2: Merchant Card Processing

The University processes credit card transactions using fifty-eight (58) Merchant Identification numbers (MIDs). Below are examples of the point of sale terminals used currently:

Merchant Terminals	Number of Terminals
Verifone VX520 Dual Comm	29
Verifone VX680	3
Verifone VX610	1
Verifone VX520LE Dial	17
Verifone MX915	4
Logic Controls Inc MR3010U-BK	1
Verifone MX870	7

Annual merchant card volume is approximately \$19.9 million. The average number of annual transactions and dollars processed are shown in the table below for each card type. All of the University's campuses accept credit cards for tuition payments. Four of the seven campuses charge convenience fees.

Respondents should note that the campuses that currently charge convenience fees on tuition and related fees to payers use TouchNet's merchant provider. The University may continue to process these payments using TouchNet's provider and not switch the processing to Respondent selected for Service Group 2: Merchant Card Processing. In the last year, the University processed 7,400 transactions through TouchNet for a total of \$7.0 million. (This volume is not included in the annual merchant card activity listed in the prior paragraph.)

Credit card receipts are electronically received into a designated campus specific bank account and then swept into the main University account.

	# of Annual Transactions	\$ Amount Processed	Average Transaction Size
MasterCard	84,600	\$3.6 million	\$42.6
MasterCard Debit	24,800	\$2.0 million	\$80.6
Visa	188,100	\$8.6 million	\$45.7
Visa Debit	59,500	\$5.0 million	\$84.0
Discover	7,300	\$0.7 million	\$95.9

The University also processes merchant card transactions using third party systems/applications. A list of systems is provided below:

University Merchant Systems
Vermont Systems Rec Trac with Plug n Pay payment gateway
Blackboard with Blackboard payment gateway
Sequoia Retail Systems (POS, ePOS, and Quadpoint)
TopTix POS with authorize.net payment gateway
TouchNet payment gateway

The University is a Level IV PCI merchant. The Contractor must at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) and, if applicable, Payment Application Data Security Standard (PA DSS) requirements, including remaining aware at all times of changes to these standards and promptly implementing all procedures and practices as may be necessary to remain in compliance with these standards. The Contractor will be required to promptly notify the University of any non-compliance; in each case, at the Contractor’s sole cost and expense.

The preference by the University is to remain out of scope for PCI network-related compliance. In the event of network connectivity that could place the University in scope, the respondent will need to obtain approval from the Office of Information Security prior to consideration.

The University manages a PCI self-assessment program using a portal system run by Trustwave. Within this portal, the Finance and Information Security departments have sponsor view over the compliance activity associated with each Merchant ID. If the Contractor has need to monitor compliance activity, the Contractor will either elect to have “view” rights into the Trustwave portal or provide a system that will provide equivalent or better management of compliance activities by University administrative departments.

The University does not permit the installation of network infrastructure on its network without special approval; including, but not limited to, network switches, wireless routers or access points, or firewalls. The University does not provide third parties with physical access to telecommunications closets, and does not facilitate the use of third party network service providers adding points of presence on University campuses or facilities. Contractors may incur additional costs to provide or facilitate network connectivity within University standards, and may request the University provide a cost estimate upon review of network requirements.

Required services include:

- a. Process credit card payments (MasterCard, Visa, AMEX, and Discover);
- b. Process payments in person, by phone or online;
- c. Process debit card transactions;
- d. Allow the University to pass on convenience fees to payers;
- e. Deposit funds to designated University accounts with no more than a two day delay;
- f. Provide reporting tools for gathering credit card payment information including summary/detail reports on chargebacks; reporting must be available by terminal ID;
- g. Provide a detailed online monthly analysis statement for each MID, and a consolidated statement showing charges for all account services; cost data must be available on a per transaction basis;
- h. Provide a pass-through (interchange plus) pricing model to allow for transparency of fees;
- i. Comply with PCI DSS and, if applicable, PA DSS requirements; and
- j. Meet all financial privacy requirements of the Gramm-Leach-Bliley Act.

#### 1.1.4.3 Service Group 3: Electronic Payables (ACH)

The University currently has 2,621 vendors set up for ACH payments through the current provider's vendor self-service electronic payables solution. There are roughly 1,900 ACH payments per month for a total average amount of \$8.9 million a month. In total, the University has approximately 70,000 active vendors.

Required services include:

- a. Provide an online 24-7 system to review detailed transactions;
- b. Provide detailed online reporting services;
- c. Electronically transmit remittance information to vendors for payments made by ACH;
- d. Work with the University to convert vendors that currently receive checks to payment by ACH; and
- e. Provide a vendor self-service portal for maintaining transit routing information and account numbers.

#### 1.1.4.4 Service Group 4: Electronic Payables (Ghost Card)

Last year, the University made payments of \$8.4 million by ghost card. Roughly 2.9% of the total amount spent qualified as "large ticket". There are currently 190 vendors paid by ghost card. In total the University has approximately 70,000 active vendors.

Required services include:

- a. Provide an online 24-7 system to review detailed transactions;
- b. Provide detailed online reporting services;
- c. Establish an automatic feed into the University's accounting system (PeopleSoft) of paid items;
- d. Electronically transmit remittance information to vendors for payments made by card;
- e. Work with the University to expand the use of its electronic payables card program to increase the rebate earned; and
- f. Work with the University to convert vendors that currently receive checks to payment by card

#### 1.1.4.5 Service Group 5: Payroll Card

The University is considering the use of a payroll card program as an alternative to payroll checks for employees who do not have or do not use a bank account. The University's preference is a program that allows students and employees to access their money in a variety of no-cost options. It is expected that fewer than 500 cards would be needed.

Required services include:

- a. Accept 100% of University students and employees,
- b. Allow 100% withdrawal of pay,
- c. Support marketing to University employees,
- d. Provide written instructional materials when employees sign up,
- e. Offer a system linked to a wide ATM network (e.g. STAR, Cirrus, Plus, Maestro),
- f. Provide 24/7 telephone customer service for lost or stolen cards,

- g. Provide for cash access via a bank teller, with no withdrawal fee, at participating Visa and/or MasterCard banks,
- h. Allow unlimited daily withdrawals,
- i. Provide employees with a detailed monthly statement.

#### 1.1.4.6 Service Group 6: Purchasing and Travel Cards

Last year, the University made payments of \$10.4 million via Purchasing Card and Travel, Card (Corporate Liability) transactions. The University expects, on average, to have approximately 3,500 active total corporate liability cards (Purchasing Cards and Travel Cards combined).

Required services include:

- a. Provide cards utilizing a major card platform (e.g., MasterCard, Visa);
- b. Provide the ability to have separate purchasing and travel card programs under the same Contract;
- c. Provide statement transactional data for import into PeopleSoft Procurement Card module staging tables and/or provide a transaction reporting system for Purchasing Card transactions that will capture and associate detailed accounting information with transactions including, but not limited to:
  1. Maintain an interface to import valid chart of account data from the University's ERP system PeopleSoft
  2. Associate a University supplied default chart of account allocation to each cardholder account and transaction.
  3. Provide online capability to assign, allocate and review/approve transactions
  4. Maintain an interface to the University's ERP system PeopleSoft for passing transaction data, including chart of account allocation for approved transactions (the Transaction Data Interface)
  5. Provide options for transmission of daily, weekly, monthly and ad hoc data feeds
  6. Ability to receive, store, retrieve, and report on Level II and III data
- d. Ensure that any third-party processor(s)/servicer(s), used for transaction processing, information processing, system support, and/or customer service is/are PCI-DSS compliant;
- e. Provide 1099 reporting to merchants and tax authorities for purchase transactions completed with provided commercial cards;
- f. Provide integration for Travel Card transactions to Concur Travel & Expense Management System
- g. Provide commercial card account activation and deactivation processes and services, including on-line and live customer support;
- h. Provide options to control (decline or authorize) commercial card transactions based on criteria such as MC Code (Merchant Category), SIC Code (Standard Industry Classification), NAICS Code (North American Industry Classification System), NIGP Code (National Institute of Governmental Purchasing), and/or Unique merchant identification number or merchant name;
- i. Provide options for establishing unique MC (Merchant Category) groups;
- j. Provide design features and options for integrating graphics/artwork, agency logos, and/or departmental designations;



- k. Provide options for establishing single transaction and cycle limits with criteria including, but not limited to, unique merchant identification number, MC Code, MC Group, individual card account, department, and time period;
- l. Provide comprehensive implementation services to include data conversion, implementation assistance, technical assistance, training assistance and materials, an issue reporting/resolution system, and post-implementation support and evaluation;
- m. Provide payment options, including frequencies and methods of payment, including electronic, email, online and hard copy. Contractor shall provide central billing options;
- n. Provide insurance and liability coverage including, but not limited to, lost/stolen cards, third-party processor compromised accounts, counterfeit cards, skimmed cards, unauthorized Internet transactions, merchant disputes, theft of goods purchase, and collision damage coverage waiver for vehicle rentals;
- o. Actively screen commercial card transaction activity for fraud patterns, and promptly communicate potential fraud to cardholders and administrators;
- p. Provide an aggressive revenue share program where spend/charge volumes are calculated on the total cumulative spend.

## 1.2 General Information

### 1.2.1 Contract Administration and Conditions

- 1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services, the RFP, the selected Respondent's Submission (including all appendices or attachments and clarifications), the Specifications (including all modifications thereof), and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

- a. University of Maine System Contract for Services
- b. Agreement Riders as required
- c. Contract Amendments (as required)
- d. The University's RFP
- e. Respondent's Submission
- f. Purchase Order or Letter of Agreement

- 1.2.1.2 Modification of Agreement terms and conditions may be permitted, except that the University, due to its public nature, is unlikely to agree to modifications of the following provisions:

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those the University of Maine System already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to the University of Maine System policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed; or
- i. Automatic renewals for term(s) greater than month-to-month.

- 1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) are unlikely to be modified and will be incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;

- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null and void and without effect, and the terms of the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion of your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize the University of Maine System to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University of Maine System in any and all legal actions that seek to compel the University of Maine System to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University of Maine and your entity.

1.2.1.4 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specification. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #xx-xx

## 1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will

not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

### **1.2.3 Confidentiality**

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. Such request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document, with a copy of the request to the successful Respondent.

After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as "trade secret" will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, Respondent must accept, to the extent required by the Maine FOAA, responses to this solicitation and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

### **1.2.4 Costs of Preparation**

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

### **1.2.5 Authorization**

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

### 1.2.6 Multi-Institutional

The University of Maine System's Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

### 1.2.7 Pricing

Responders must agree to fix contract fees for at least the first 3 years of the contract term. If the Responder intends to revise its fee schedule after the initial period, it must give written notice to the University at least 120 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the University and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12-month trailing period.

### 1.2.8 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

### 1.2.9 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	August 16, 2016
Section 1.3.8	Submission of Intent to Propose	
Section 1.2.2	Response to Written Inquiries/Questions	September 2, 2016
Section 1.3.10	Pre-Bid Conference	September 8, 2016
Section 1.2.2	Deadline for Proposal Submission	September 26, 2016
Section 1.3.7	Estimated Respondent Presentation Date <b>(subject to change)</b>	November 8 – 9, 2016
Section 2.2	Award Announcement <b>(subject to change)</b>	November 21, 2016

### **1.3.2 Eligibility to Submit Responses**

Respondents for Service Group 1: General Banking must meet the following requirements:

- 1.3.2.1 Qualify as a depository of public funds in the State of Maine as defined in 5 MRSA §135.
- 1.3.2.2 Maintain collateral as described in 5 MRSA §135 as listed under section 1.1.4.1.1.d.  
(<http://www.mainelegislature.org/legis/statutes/5/title5sec135.html>)

### **1.3.3 Debarment**

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form” provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Submission is also agreement that the University will be notified of any change in this status.

### **1.3.4 Response Understanding**

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

### **1.3.5 Response Validity**

Unless specified otherwise, all responses shall be valid for one hundred and twenty (120) days from the due date of the response.

### **1.3.6 Non-Response Submission**

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is non-responsive.

### **1.3.7 Respondents’ Presentations**

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

### **1.3.8 Intent to Propose**

If your institution is interested in receiving updates to this Request for Proposal, including responses to submitted questions from all participating firms, please complete Appendix O: Intention to Submit a Proposal. This will allow the

University to provide timely information to interested parties. Submitting the Intent to Propose does not obligate the prospective bidder in any way.

### 1.3.9 Questions Regarding RFP

It is University policy is to accept and respond to all written questions from all potential Responders. All questions must reference the section of the RFP to which it applies. No questions other than written will be acknowledged or accepted. No response other than written will be binding upon the University. All questions regarding this RFP must be submitted in writing on or before August 15, 2016 and addressed to:

Gregg N. Allen, C.P.M.  
Email: Gregg@maine.edu  
Subject line: RFP# 07-17, Questions – University of Maine System

#### AND

Barbara Fava  
Email: favab@pfm.com  
Subject line: RFP# 07-17, Questions – University of Maine System

Responses to questions will be issued via Addenda, which is expected to be released on September 2, 2016.

### 1.3.10 Pre-Bid Conference

The University will hold a pre-bid conference on September 8, 2016 at 10:00 AM Eastern Standard Time in 48 Stodder Hall on the University of Maine campus, Orono. A conference line will be available for prospective Respondents that are unable to attend in person. The University will answer any additional follow up questions at this time. No questions or inquiries will be allowed beyond the pre-proposal conference. Any unauthorized contact with any other University official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the proposer. Attendance at the pre-proposal conference is not mandatory, but is recommended. (Respondents that plan to call in to the pre-bid conference should contact Gregg Allen at Gregg@maine.edu to obtain the call in number and credentials.)

### 1.3.11 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the email address shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

A **SIGNED** original paper copy and required forms] must be mailed to:

University of Maine System  
Attention: Tracy Elliott

5703 Alumni Hall, Suite 101  
Orono, ME 04469-5703  
207-581-5492

In addition, Respondent must send two (2) additional paper copies and one (1) electronic copy on a CD or USB flash drive to:

PFM Asset Management LLC  
Attention: Barbara Fava  
1 Keystone Plaza, Suite 300  
N. Front & Market Streets  
Harrisburg, PA 17101  
717-232-2723



## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Criteria	Points
<b>Operational Requirements</b> <ul style="list-style-type: none"> <li>▪ Understanding of the needs and operational requirements of the University</li> <li>▪ Location (for Service Group 1 only)</li> <li>▪ Scope of services offered including degree of automation</li> </ul>	24
<b>Firm Experience</b> <ul style="list-style-type: none"> <li>▪ The experience, resources, and qualifications of the financial institution and individuals assigned to this account.</li> <li>▪ Relevant experience managing similar account relationships with other higher education entities.</li> </ul>	12
<b>Financial Strength, Security and Regulatory Compliance</b> <ul style="list-style-type: none"> <li>▪ Financial strength of Respondent</li> <li>▪ Adequacy of financial controls, security and protection against loss</li> </ul>	12
<b>Transition</b> <ul style="list-style-type: none"> <li>▪ Quality and scope of conversion/implementation plan</li> <li>▪ The value of any new product or service suggestions</li> </ul>	12
<b>Compliance with the requirements of this RFP and quality of proposal</b>	5
<b>Economic impact upon and within the State of Maine</b>	10
<b>Fees/Rebates</b> <ul style="list-style-type: none"> <li>▪ Proposed fees, compensation and earnings rates (Although fees and compensation will be an important factor in the evaluation of proposals, the University is not required to choose the lowest cost Respondent.)</li> <li>▪ Proposed ghost/purchasing/travel card rebates</li> <li>▪ Other incentives</li> </ul>	25
<b>Accessibility (Appendix J)</b>	Pass/Fail
<b>Information Security (Appendix K)</b>	Pass/Fail
<b>Information Technology (Appendix L)</b>	Pass/Fail
<b>Total Points</b>	<b>100</b>

## 2.1.2 Scoring Section Descriptions

### 2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (25) = \text{pro-rated score}$

**The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.**

### 2.1.2.2 Economic Impact

Using the form in **Appendix D** (Economic Impact Evaluation Form), the Respondent (Respondent identified on the "Response Cover Page" of their submission) is required to describe the Respondent's recent and anticipated economic impact upon and within the State of Maine. The Economic Impact for this RFP will be assigned a score according to a mathematical formula.

Recent Economic Impact: The highest recent economic impact will be awarded **10 points**. Proposals with lower recent economic impact will be awarded proportionately fewer points calculated in comparison with the highest impact.

The Recent Economic Impact scoring formula is:  
 $(\text{Recent Economic Impact proposal being scored} / \text{Highest submitted recent Economic Impact proposal}) \times 10 = \text{pro-rated score}$

Projected Economic Impact\*: The highest projected economic impact will be awarded **10 points**. Proposals with lower projected economic impact will be awarded proportionately fewer points calculated in comparison with the highest projected economic impact.

The Projected Economic Impact scoring formula is:  
 $(\text{Projected Economic Impact proposal being scored} / \text{Highest submitted projected Economic Impact proposal}) \times 10 = \text{pro-rated score}$

*\*Projected Economic Impact is to be based **solely** on the resulting contract should the Respondent be awarded the contract for these services (See **Appendix D** for a more detailed explanation).*

Please note: If the University determines that the Respondent's recent and/or projected economic impact information is deemed to be substantially inaccurate, then the University may determine to not award any points for economic impact to that Respondent for the applicable section(s).

#### 2.1.2.3 Operational Requirements

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

#### 2.1.2.4 Firm Experience

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

#### 2.1.2.5 Financial Strength, Security and Regulatory Compliance

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

#### 2.1.2.6 Transition

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

#### 2.1.2.6 Compliance with the requirements of this RFP and quality of proposal

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

#### 2.1.2.7 Information Technology Security

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

#### 2.1.2.8 Accessibility

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

#### 2.1.2.9 Information Technology

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

## 2.2 Award

Respondents may propose to provide one or more of these Service Groups; Respondents do not need to propose for all service groups to be considered.

**Service Group 1: General Banking** - The University's intent is to select one (1) provider for these services, but it is likely that the individual campuses may choose to select one or more regional banks or decide to remain with current relationships to handle the deposit requirements based on individual campus needs and requirements.

**Service Group 2: Merchant Card Processing** - the University's intent is to select one (1) provider for the service described in this RFP. However, it will not be an exclusive arrangement if the provider's systems are not compatible with all of the University's current and future systems/applications.

**Service Group 3: Electronic Payables (ACH)** - the University's intent is to select one (1) provider for this service.

**Service Group 4: Electronic Payables (Ghost Card)** - the University's intent is to select one (1) provider for this service, but may choose to award with Service Group 6 based on overall value to the University.

**Service Group 5: Payroll Cards** - the University's intent is to select one (1) provider for this service.

**Service Group 6: Purchasing and Travel Cards** - the University's intent is to select one (1) provider for this service, but may choose to award with Service Group 4 based on overall value to the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

## 2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected Respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

## 2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge.

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **3.0 RESPONSE FORMAT REQUIREMENTS**

### **3.1 General Format Instructions**

#### **3.1.1 Electronic Submissions**

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and may be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

#### **3.1.2 Respondents Responsibility**

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

#### **3.1.3 Response**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation. Each response should be clearly numbered and the full question listed. Each page of the proposal must be sequentially numbered.

#### **3.1.4 Additional Attachments Prohibited**

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

### **3.2 Response Format Instructions**

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding.

### **3.2.1 Section 1 - Response Cover Page**

3.2.1.1 Label this response - Section 1 – University of Maine System Response Cover Page

3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page

### **3.2.2 Section 2 - Cost Response**

3.2.2.1 Label this response - Section 2 – Cost Evaluation

3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

### **3.2.3 Section 3 – Response to Economic Impact**

3.2.3.1 Label this response - Section 3 – Economic Impact Evaluation

3.2.3.2 Insert Appendix D – Economic Impact Evaluation Form

### **3.2.4 Section 4 - Contract for Services**

3.2.4.1 Label this response - Section 4 – Contract for Services

3.2.4.2 Insert Appendix E – Contract for Services

3.2.4.3 Insert Appendix F – Certificate of Insurability Form

### **3.2.5 Section 5 - Response to Questions**

3.2.5.1 Label this response - Section 5 – Response to Evaluation Questions & Related Information

3.2.5.2 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.5.3 Insert Appendix G – Organization Reference Form

3.2.5.4 Insert Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

3.2.5.5 Insert Appendix I – Evaluation Question(s) – General, Implementation, Training and Support

3.2.5.6 Insert Appendix J – Evaluation – Accessibility Requirements

- Voluntary Product Accessibility Template (VPAT)
- Detailed Description of Accessibility Features.

3.2.5.7 Insert Appendix K – Evaluation Question(s) – Information Technology Security

3.2.5.8 Insert Appendix L – Evaluation Question(s) – Information Technology

## **4.0 APPENDICES**

- 4.1** Appendix A – University of Maine System Response Cover Page
- 4.2** Appendix B – Debarment, Performance and Non-Collusion Certification
- 4.3** Appendix C – Required Cost Evaluation Exhibits
- 4.4** Appendix D – Economic Impact Evaluation Form
- 4.5** Appendix E – Contract for Services
- 4.6** Appendix F – Certificate of Insurability Form
- 4.7** Appendix G – Organization Reference Form
- 4.8** Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience
- 4.9** Appendix I – Evaluation Question(s) – General, Implementation, Training and Support
- 4.10** Appendix J – Evaluation – Accessibility Requirements
- 4.11** Appendix K – Evaluation Question(s) - Information Technology Security
- 4.12** Appendix L – Evaluation Question(s) - Information Technology
- 4.13** Appendix M – Interface Data Exchange Requirements
- 4.14** Appendix N – Permitted Overnight Sweep Investments
- 4.15** Appendix O – Intention to Submit a Proposal

## Appendix A – University of Maine System Response Cover Page

### RFP # 07-17 Comprehensive Banking Services

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. This pricing structure contained herein will remain firm for a period of 120 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize the University of Maine System to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University of Maine System in any and all legal actions that seek to compel the University of Maine System to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University of Maine System and your entity.



## Continued - Appendix A – University of Maine System Response Cover Page

*To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.*

Date: \_\_\_\_\_

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Name and Title (Printed)

---

Authorized Signature

## Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System  
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION  
RFP # 07-17  
Comprehensive Banking Services

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Printed)

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

## Appendix C – Required Cost Evaluation Exhibits

### University of Maine System COST EVALUATION

RFP # 07-17  
Comprehensive Banking Services

Respondent's Organization Name:

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#### GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as "optional" and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.

Respondents are encouraged to consider providing additional price incentives for retention of and or award of multiple service groups.

7. Responders must agree to fix contract fees for at least the first 3 years of the contract term. If the Responder intends to revise its fee schedule after the initial period, it must give written notice to the University at least 120 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the University and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12-month trailing period.
8. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

## INSTRUCTIONS FOR – Exhibit 1 (Table 1) – Pro Forma Pricing

Please complete the pro forma table as shown below. (If the Responder uses a different name and/or AFP Code for the service, add a column to the table and show the Responder's name/AFP Code for the service.) This table is also available in Excel by request

<b>Table 1 : PRO-FORMA PRICING</b>			
<b>Service Group 1: General Banking Services</b>			
<b>AFP Code</b>	<b>Service</b>	<b>Average Monthly Volume</b>	<b>Proposed Unit Cost</b>
<b>Depository Services</b>			
010000	Account Maintenance	19	
100000	Banking Center Deposit	24	
100007	QBD/Night Drop Deposit	149	
010100	Debits Posted – Other	1	
100502	Deposit Correction- Non-Cash	1	
150102	General Checks Paid Truncated	126	
010020	ZBA Master Account Maint	1	
010021	ZBA Subsidiary Account Maint	15	
010112	ZBA Per Transaction	215	
100400	Returns – Chargeback	7	
100402	Returns – Reclear	8	
100402	Returns - Reclear Services	1	
10022Z	CKS Dep UN-Encoded Items	1,141	
100310	CKS Deposited Foreign Items	2	
150410	Stop Pay Automated<=12 Months	1	
150410	Stop Pay Automated>12 Months	3	
000202	Ledger Overdraft Per Day	3	
010100	Debits Posted - Electronic	198	
010101	Credits Posted - Other	6	
010101	Credits Posted - Electronic	2,458	
010310	Deposit Account Statements	21	
150102	Gen Disb Cks Pd-IS FRT BK IMG	18	
150420	Stop Pay Manual <=12 Months	1	
100200	Check Deposit - ICL or RDSO	155	
100502	Deposit Correction-RDS	2	
100229	IRD Deposited Items-RDSO	1	
100229	Image Deposited Items - RDSO	3,923	
<b>Commercial Deposits - Cash Vault</b>			
10001A	Curr/Coin Dep/\$100-QBD-ND	585	
10001Z	Curr/Coin Dep/\$100-BKG CTR	63	
10011Z	Curr/Coin Dep/\$100-VLT	1	
100501	Deposit Correction-Cash	1	

**Table 1 : PRO-FORMA PRICING****Service Group 1: General Banking Services**

AFP Code	Service	Average Monthly Volume	Proposed Unit Cost
<b>Paper Disbursement Services</b>			
250640	ACH Delete/Reversal	5	
250302	ACH Return Item	90	
250400	ACH Output-File	1	
250000	ACH Monthly Maintenance	10	
250501	ACH Input-File	126	
250150	ACH Blocks Auth Instructions	47	
251050	ACH Blocks Auth Maintenance	6	
251050	ACH Blocks Auth Add-Change	1	
250120	ACH Originated Addenda	20	
250622	Delete/Reversal Batch/File	1	
250102	ACH LV ON US Items	20	
250102	ACH LV OFF US Items	102	
250000	ACH LV-Monthly Maintenance	1	
251070	ACH Notif of Change (NOC)	57	
259999	ACH Standard Reports -Fax	3	
259999	ACH Standard RPTS - Electronic	62	
250101	ACH Consumer ON US Credits	751	
250101	ACH Consumer OFF US Credits	17,228	
250100	ACH Consumer ON US Debits	165	
250100	ACH Consumer OFF US Debits	1,729	
250201	ACH Credit Received Item	2,457	
250200	ACH Debit Received Item	309	
<b>Controlled Disbursements</b>			
150000	Controlled Disp Maintenance	2	
150112	Cont Disb Cks Paid-Truncated	5,806	
159999	Cont Disb-Funding Credits	42	
<b>Wire Transfer</b>			
350409	Online GPS Confirms	11	
350000	Online GP Monthly Maintenance Basic	1	
350550	PH or Stnd Order Temp Store	7	
350103	Elec Wire Out-Domestic	4	
350103	IVR-Wire Out-Domestic	2	
350113	Elec Wire Out-USD Intl	2	
350123	Elec Wire Out-Book DB	9	
350222	Manual Wire Book Debit	1	
350300	Incoming Domestic Wire	55	
350310	Incoming USD Intl Wire	1	
350599	Online GP Cust Mnt Temp Storage	1	

AFP Code	Service	Average Monthly Volume	Proposed Unit Cost
<b>EDI Services</b>			
300229	EDI Invoices Received	78	
300225	Web EDI Maint. Receiving	1	
300229	CPC Rec Invoice Volume	877	
300225	CPC Rec Online Monthly Maint	4	
<b>Remote Deposit Services</b>			
010000	Remote Dep-Account Maintenance	1	
019999	Remote Dep CK Image Processing	3,925	
019999	RDSOL-Item Storage	186,506	
019999	Med Volume Scanner Maint	13	
019999	Low Volume Scanner Maint	1	
<b>Image</b>			
151351	Image Archive-90 Days	5,769	
151350	Image Maintenance Online	2	
151351	Image Retrieval Online	19	
<b>Miscellaneous</b>			
151342	Check Copy	3	
150500	Nonrelationship Cust CK Cashed	22	
150500	Non-Relation Cust CK Cashed CA	1	
	Statement Copy	1	

## INSTRUCTIONS FOR – Exhibit 1 (Table 2) – Pro Forma Pricing

Please complete the pro-forma table as shown below. (If the bank uses a different name for the service, add a column to the table and show the bank's name for the service.)

<b>Table 2 : PRO-FORMA PRICING</b>		
<b>Service Group 2: Merchant Card Processing - Processor Fees</b>		
	<b>Annual</b>	
<b>\$ Volume</b>		
<b>MasterCard</b>	\$ 3,617,547	
<b>Visa</b>	\$ 8,611,658	
<b>Discover</b>	\$ 722,236	
<b># of Transactions</b>		
<b>MasterCard</b>	84,577	
<b>Visa</b>	188,110	
<b>Discover</b>	7,317	
<b>Debit Card Processing Fee (Volume)</b>		
<b>MasterCard</b>	\$ 1,969,552	
<b>Visa</b>	\$ 5,031,926	
<b>Debit Card Processing Fee (Transactions)</b>		
<b>MasterCard</b>	24,809	
<b>Visa</b>	59,472	
<b>AVS Fee (Card Not Present) # Transactions</b>		
<b>MasterCard</b>		
<b>Visa</b>		
<b>Discover</b>		
<b>Chargeback Fee</b>		
<b>Batch Fee</b>		
<b>Monthly Relationship Fee (Relationship)</b>		
<b>Monthly Fee (Per Merchant ID)</b>	58	
<b>Online Reporting Fee (Relationship / Month)</b>		
<b>Online Reporting Fee (Per Merchant ID / Month)</b>	58	
<b>Online Reporting Fee (Per User / Month)</b>		

**Table 2 : PRO-FORMA PRICING****Service Group 2: Merchant Card Processing - Processor Fees**

Annual		
<b>PCI Support Package</b>		
Per Month / Per Merchant ID	58	
<b>Non-PCI Compliance Fee</b>		
Per Month / Per Merchant ID	58	
<b>Setup Costs</b>		
<b>Equipment Costs</b>		
<b>Additional Fees</b>		



**INSTRUCTIONS FOR – Exhibit 1 (Table 3) – Pro Forma Pricing**  
**Service Group 3: Electronic Payables (ACH)**

Please complete the pro-forma table as shown below. (If the bank uses a different name and/or AFP Code for the service, add a column to the table and show the bank’s name/AFP Code for the service.)

<b>Table 3 : PRO-FORMA PRICING</b>			
<b>Service Group 3: Electronic Payables (ACH)</b>			
<b>AFP Code</b>	<b>Service</b>	<b>Average Monthly Volume</b>	<b>Proposed Unit Cost</b>
<b>Depository Services</b>			
251110	Paymode License	1	
250800	Paymode Transaction	1,945	
300222	EDI Report Per Account	4	

## Appendix D – Economic Impact Evaluation Form

**Respondent's Organization Name:** \_\_\_\_\_

### Instructions

Each Respondent will complete the tables below to quantify the Respondent's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

**Table D1** - Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
<b>Total Overall Recent Economic Impact</b>	<b>\$</b>

**Table D2** - Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result of the awarded contract	\$
Payments made to Maine-based subcontractors in past 24-month period as a result of the awarded contract	\$
Payments of State and local taxes in Maine within past 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine within past 24-month period as a result of the awarded contract	\$
<b>Total Projected Economic Impact <u>Only</u> from Awarded Contract, If Selected</b>	<b>\$</b>

For the tables above, the following definitions are provided:

- "Respondent": Organization identified on the Proposal Cover Page under "Respondent's Organization Name".
- "Maine resident": Any person whose primary residence is located within the State of Maine.
- "Maine-based": Any organization whose primary operations are located within the State of Maine.
- "Past 24-month period": The past 24-months, starting on the date that the RFP was publicly released.
- "Future 24-month period": A projection for the future 24-month period, starting upon the "Initial Period of Performance" start date Section 1.3.1

**Certification Statement**

*To the best of my knowledge, all information provided in the Economic Impact Evaluation Form is complete and accurate at the time of submission and I confirm that I am authorized to make such a determination on behalf of my organization.*

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Printed)

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

## Appendix E – Contract for Services

### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES << MASTER AGREEMENT >>

This Contract for Services Master Agreement (“Agreement” or “Master Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **University of Maine System**, hereinafter referred to as the "**University**", and \_\_\_\_\_, hereinafter referred to as "**Contractor**".

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

**Rider A** - Specifications of Work to be Performed

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

**Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

**Rider C** – University of Maine System Standards for Safeguarding Information

**Rider D** – Services Engagement Form

**Contract Amendments** as required

**Request for <<insert Bid or Proposal>> #<<insert #>> Issue Date <<insert date>> Titled <<insert title>>**

**Contractor’s Bid in Response to Request for <<insert Bid or Proposal>> #<<insert #>> Proposal Submission Date <<insert date>> Titled <<insert title>>**

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

**<<Following paragraph under #1 will be used only when a MLA is the desired result, otherwise the language should be removed. >>**

**Rider A** provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will

be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term:** This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract with option for <<enter renewals as appropriate>> upon the parties' mutual agreement.

3. **Payment:**

A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable in 30 days. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

<< Select or remove items B – E depending on Agreement requirements. >>

B. The total of **all** payments made against this contract shall not exceed \$\_\_\_\_\_. Any expenses not listed here will not be reimbursed.

C. The University shall compensate the Contractor at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

D. Reimbursement for travel:

\_\_\_\_\_ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

**OR**

\_\_\_\_\_ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

E. Other expenses (postage, printing, phone, etc.) shall not exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

F. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.

<<Following paragraph under #1 will be used only when a MLA is the desired result, otherwise the language should be removed. >>

As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**.

G. **“Multi-Institution Capabilities”** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third

party, and additional entities, such as, the University College a division of University of Maine at Augusta.

4. **Termination**: The << **Agreement or a Services Engagement (Rider D)** >> may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination**: Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation**: Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest**: No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment**: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration**: \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or

omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
18. **Licensing**: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records**: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is

commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
Robinson Hall  
46 University Drive  
Augusta, ME 04330

Attn: **Contract Administration**

**To Contractor:**

**<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>**

Company Name:

Contact Name:

Address:

Phone Number:



Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, Payment shall be made upon submittal of an electronic invoice to the University by the Contractor to the billing contact information supplied on the Purchase Order. University standard payment terms are made on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable in 30 days. Questions regarding invoices will be directed to:

Accounts Payable Shared Services  
Phone: [207-581-2692](tel:207-581-2692)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
  - B. **Rider A** - Specifications of Work to be Performed
  - C. **Rider A-1** – Pricing
  - D. **Rider B-1** – Insurance Requirements
  - E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
  - F. **Contract Amendments** as required
  - G. **Request for Proposal #07-17 Issue** Date August 2, 2016 Titled **Comprehensive Banking Services**
  - H. **Contractor's Bid in Response to Request for Proposal #07-17 Proposal** Submission Date September 26, 2016 Titled **Comprehensive Banking Services**

26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

**The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

**27. Smoking Policy**

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

**Signatures**

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE CONTRACTOR:

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

**Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and if it is not approved, valid or effective until such written approval is granted."**

**Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

**Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

BY: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
Chief Procurement Officer or designee

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_  
Chief Financial/Business Officer or designee

Date: \_\_\_\_\_

**RIDER B-1  
INSURANCE REQUIREMENTS**

**<< BID INSTRUCTIONS - Bidder to provide their Contractor's Liability Insurance (CIA) Form here as part of their proposal/bid submission. The text below will be removed and the CIA form will be inserted as an image under Rider B-1>>**

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
4	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.**

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

RIDER B-2

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a U.S. person (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: \_\_\_\_\_
Address (number, street, and apt. or suite no.): \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Phone: (\_\_\_\_) \_\_\_\_\_

Complete One:

[ ] Individual/Sole Proprietor Business Name, if different from above \_\_\_\_\_
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- or - Business EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

[ ] Partnership EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

[ ] Corporation EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Please answer questions below if you are a corporation:

- 1. Corporation providing legal services? Y N
2. Corporation providing medical services? Y N

[ ] Limited Liability Company EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

[ ] Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

[ ] Government Entity EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

[ ] Estate or Trust EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

[ ] All other Entities EIN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Part 2 Exemption: If exempt from Form 1099 reporting, check here: [ ]
and circle your qualifying exemption reason below

- 1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: \_\_\_\_\_

Part 3 Certification:

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this form with the attached contract. Thank you for your cooperation

## Appendix F – Certificate of Insurability Form

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
4	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.**

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

## Appendix G – Organization Reference Form

**Respondent's Organization Name:** \_\_\_\_\_

**INSTRUCTIONS:** Provide a minimum of a least four (4) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions for which you have provided the type of services the firm is proposing to provide.

Include the date(s), the services were furnished, the client name, address, and the name and phone number of the individual the University can contact. If the Respondent is proposing for more than one Service Group, include a minimum of two references for each Service Group. Please include one reference for a new client that implemented your services.

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	
Services Provided	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	
Services Provided	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	
Services Provided	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	
Services Provided	

## Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: \_\_\_\_\_

**INSTRUCTIONS:** Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

### **QUESTIONS:**

*(All Responders must respond to this section)*

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
3. Provide the address of the office that will cover the University's account for each Service Group you are proposing to provide.
4. Provide information about contract cancellations or non-renewals your company has experienced over the last three years.
5. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
6. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors?
7. Describe the Respondent's understanding of the current higher education needs for providing the products / services described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do higher education organizations face in this area and how would your solution support our goals?
8. The Respondent shall provide résumés for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Résumés shall include education, experience, license, and/or certifications of each individual.
9. Financial Stability  
The Respondent shall provide with the response proof of financial stability in the form of audited financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Respondent to be capable of meeting the requirements of this document.
  - a. Complete the following table with current credit ratings by Standard & Poor's Ratings Services and Moody's Investors Services. If the Respondent is not rated by these rating organizations, provide other evidence of the Respondent's financial strength and compliance.

	Standard & Poor's	Moody's Investor Services
<b>Respondent</b>		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
<b>Holding Company</b>		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

- b. Include a copy of the most recent audited annual financial statements in the electronic copies of the proposal. A paper copy of the financials is not required.
10. Describe the Respondent's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the Respondent's OFAC program conducted by internal audit, outside auditors, consultants, or other qualified independent party?



## Appendix I – Evaluation Question(s) – General, Service Groups, and Implementation

**Respondent’s Organization Name:** \_\_\_\_\_

All responses to the questions will reflect what is offered as part of the Respondent’s proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

### **A. Key Proposed Personnel and Team Organization**

*(All Respondents 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.
2. Name the individuals who will work with the University on a day-to-day basis. Please name the individual responsible for each proposed Service Group. Information must include:
  - a. Proposed role with regard to the University’s accounts (indicate which Service Groups they are responsible for);
  - b. Biographical information;
  - c. Experience working with other higher education entities;
  - d. Number of years of experience in this field;
  - e. Number of years with the Respondent.
3. Customer Service
  - a. Will the Respondent designate a specific customer service representative for the University, rather than an 800-number or email address?
  - b. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
  - c. What are the hours of operation of each customer service unit involved in supporting the proposed service? Please specify the hours for each of the Service Groups you are proposing to provide.
4. After the initial transition, how often will you plan to meet with the University’s staff? Describe a typical meeting addenda. Who will attend these meetings?
5. IT Resources: During what hours is technical support available? (Specify time zones)

### **B. Service Group 1: General Banking**

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

1. Confirm that the Respondent can meet each of the “required services” listed in Section 1.1.4.1, Service Group 1: General Banking.
2. Deposit Processing
  - a. For each of the University campuses, complete the table with the number of branches the bank has within 5 miles, 10 miles, and the address of the closest branch. **(Information on campus addresses will be issued via addendum at the pre-bid conference).**
  - b. Can a unique deposit identification number be used on deposit tickets to identify the deposit location for reconciliation purposes?
  - c. Does the Respondent offer armored car services? If so, identify any contractors used and state what services would be subcontracted.
  - d. Provide a list of vault locations Respondent operates in Maine.
  - e. What armored car vendors are approved to deposit at your vault location(s)?
  - f. What is the ledger cutoff time for deposits made to branch locations?
  - g. What is the ledger cutoff time for deposits at the vault deposit location?

- h. What is the ledger cutoff time for deposits for items processed with Remote Deposit Capture?
  - i. What type of deposit bags does the Respondent allow / require?
  - j. Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?
  - k. When are deposits credited? Are items immediately verified? If provisional credit is given, when does verification take place? If the Respondent corrects a deposit, how will the University be informed of this change (i.e. phone call, online notification, fax, email)?
  - l. Describe procedures for acquiring change and currency at a branch location.
  - m. Are deliveries of change and currency orders available via an armored car provider? If so, explain timelines and procedures for placing change and currency order requests.
3. Branch Services
- a. Confirm that the Respondent will cash University payroll and student refund checks drawn on the Respondent without charges to the University or the check payee.
  - b. Is a check cashing agreement required? If yes, include a copy.
4. Remote Deposit Capture
- a. Describe the Respondent's ability to process checks by RDC.
  - b. Describe the storage features, including length of time images are stored and available for viewing/printing.
  - c. What RDC equipment does the Respondent recommend to the University? Indicate how many items these machines can handle. What is the price for this equipment? Is the Respondent willing to offer any equipment at no cost to the University?
  - d. What are the accuracy rates of these units? Provide relevant statistics.
  - e. Does the Respondent's RDC technology use Intelligent Character Recognition to "read" the check amount? If so, does the system recognize both the courtesy amount and the legal amount of the check?
  - f. Can the Respondent's software process both ACH and Image Replacement Documents (IRD) on the same equipment? How does the Respondent's software determine the optimal clearing mechanism?
  - g. Does the Respondent offer a mobile application for depositing checks for institutional customers?
  - h. Describe the security of the RDC terminals.
5. Returned Item Processing
- a. Can returned checks be automatically redeposited? If so, how many times and at what cost?
  - b. Does the Respondent offer Represented Check Entries ("RCK") where an ACH debit is used to re-present a returned check?
  - c. Can the Respondent provide a detailed return item transmission to the University? Can this report identify the payer's name, depositing location, deposit date, and type of item being returned?
  - d. Can the Respondent provide online access to electronic images (back and front) of returned items to the University? If so, how soon after an item is returned can these images be accessed?
6. Availability of Deposits
- a. How does the Respondent determine and calculate availability of deposited items?
  - b. Does the Respondent give immediate availability for on-us items?
  - c. Provide a copy of the availability schedule the Respondent proposes to use for the University, including branch deposits, vault, and RDC.
7. Smart Safe
- a. Do you offer the ability to deposit currency into "smart safes"?
  - b. Through which armored car vendors are you capable of crediting currency deposits on a same-day basis to the University's bank accounts?
  - c. Are currency deposited credited to the University's bank account on a same day basis? If not, when are funds deposited?
  - d. What fees or costs would apply?

8. Check Disbursements / Positive Pay

- a. Does the Respondent offer Positive Pay?
- b. Does the Respondent offer Payee Positive Pay?
- c. Does the Respondent offer Teller Positive Pay? If so, how frequently is check issuance information updated and available to tellers?
- d. What is the deadline for the transmission of check issuance files to the Respondent?
- e. What controls are in place to protect against lost files and duplications of transmissions? If duplicate files are sent, is there a penalty or potential issue?
- f. Does the Respondent require a control total to be sent? If so, how will the University be notified that the control total was received?
- g. How will the University be notified of exception items?
- h. Will an image of the exception item be available for viewing in the e-mail or will the user be required to log-into the Respondent's website?
- i. At what time will the University receive information on exception items? How much time will the University have to review discrepancies and notify the Respondent to accept or reject?
- j. If the University is unable to provide a "pay" or "no pay" decision before the deadline, what happens? Does the Respondent offer a "do not pay" default?
- k. Can accounts be designated as "post no checks" to prevent potential fraud?

9. Controlled Disbursement

- a. At what time will the University be notified of presentment times? Specify 1<sup>st</sup> and 2<sup>nd</sup> presentment times.
- b. What is the average percentage of the final presentment available at the 1<sup>st</sup> presentment time?
- c. Is automatic funding of the controlled disbursement account from a main account possible?

10. Stop Payments

- a. What term options are available for stop payments? Does the fee for a stop payment vary based upon term? Please list fees for all term options.
- b. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?
- c. Will the system automatically verify if a check has been paid before processing the stop payment request?
- d. Can stop payments be automatically renewed? If so, for how long? What are the associated fees for each renewal, if any?

11. ACH Processing

- a. What are the transmission deadlines for one day and two day ACH files? When are funds debited from the University's accounts?
- b. Discuss the Respondent's methodology for determining debit and credit exposure limits.
- c. Confirm that the Respondent is willing to establish an ACH daily exposure limit of up to \$25 million for the University.
- d. What would happen to a file if the University exceeded its daily exposure limit?
- e. Does the Respondent accept both debits and credits on the same file? If so, discuss any additional requirements.
- f. What controls are in place to protect against lost files and duplicate transmissions?
- g. Does the Respondent provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?
- h. Is the University required to submit a control total for each ACH batch? How would the University communicate ACH control totals to the Respondent (i.e. phone, online, email)?
- i. What type of reporting is available for ACH returns? Is it available electronically?
- j. Describe the Respondent's ability to block unauthorized ACH debits.
- k. With ACH debit blocking, does the Respondent notify the University of attempts to debit funds that have been automatically rejected?
- l. Does the Respondent offer Universal Payment Identification Codes (UPIC) for incoming ACH credits? If so, is same day reporting of credits made to a specific UPIC available? If so, provide a sample of available reports.

- m. What detail about incoming ACH transactions can be viewed online (i.e. CCD and CTX)? Can addenda information be viewed online?

12. Wire Processing

- a. Describe the process of initiating wire transfers (online, by phone, other).
- b. What is the cutoff time for same day wire transfers?
- c. Describe the system's security features for wire transfers initiated online. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?
- d. Discuss the process the University must use to set up repetitive wire transfers with the Respondent, including communication methods (e.g. written request, fax, PC, Internet).

13. Foreign Transactions

- a. Describe the process of initiating USD international wires and foreign currency international wires.
- b. Does the Respondent use a correspondent bank for international transactions?
- c. How are currency rates determined? When will the University be notified of the applicable currency rate? Are conversion rates different based on the size of the transaction? Are there any transaction fees involved for converting currency? Are FX specialists available to assist in completing the transaction?
- d. Does the Respondent offer international ACH? Describe the procedures for initiating an international ACH and list fees.

14. Intra-Bank Account Transfers

- a. Describe the process of initiating intra-bank account transfers.
- b. What is the cut-off time for same-day intra-bank account transfers?

15. Statements & Documents

- a. How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statement		
Account Analysis Statement		
Full Reconciliation Information		

16. Online Reporting System

- a. Describe the reports that will be available to the University through the Respondent's balance reporting system. Include sample reports.
- b. Are there limits on the number of University users that can have access to the Respondent's online website (Approximately 58 employees have online access to the current system.) Are there extra fees for additional users?
- c. What levels of authorization (i.e. accounts view, transaction capabilities, etc.) can be permitted or turned off for individual users?
- d. Can the University designate administrators? What capabilities and functionalities do administrators have (i.e. adding new users, removing users, setting authorization levels, etc.)?
- e. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.
- f. What time is previous day information available?
- g. What transaction types are reported in current day reporting? What current day reports are available? Provide samples of current day balance and transaction reports.
- h. In what file formats can transaction data be downloaded? Can activity be downloaded into Excel?
- i. Please 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.

	Standard Term (included at no additional cost)	Option Terms Available
Current Day Reporting		
Prior Day Reporting		
Monthly Account Statements		
Images of items Deposited at Branch or Vault		
Images of Items Deposited with RDC		

- j. Describe the process of locating a cancelled check online. What types of indexing capabilities are available within the Respondent's system to identify the desired check image?
- k. Can electronic reports be customized by users within the Respondent's online platform? Can these customized reports be saved?
- l. Can electronic reports be scheduled to be generated automatically and e-mailed to designated users?
- m. Describe any recent or upcoming major upgrades to your online reporting system.

17. Reconciliation Services

- a. Does the Respondent offer full Account Reconciliation Program (ARP) services? Please discuss options.
- b. What report options are available for full reconciliations? Provide sample reports.
- c. Describe the Respondent's deposit reconciliation services. How are daily deposits reported?
- d. Are the reconciliations systems integrated for check, ACH, and wire transfer?

18. Earnings Credit Rates

- a. Does the University have the option of paying the Respondent by "hard dollars" or compensating balances ("soft dollars")? Is the pricing the same for either option? If not, what is the difference?
- b. How is the Respondent's earnings credit rate determined, adjusted, and applied? Please include in the explanation the impact of the Respondent's reserve requirement, the formulas for converting service charges to balance requirements.
- c. Will the Respondent assess any balance based charge (FDIC-like, FICO, or other) to the University? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?
- d. Provide the earnings credit rate history for the 36-month period from July 2013 through June 2016. Please indicate earnings credit rate for each month.
- e. What is the Respondent's current earnings credit rate?
- f. Are you willing to tie the earnings credit rate to a market index? If so, which index would you suggest?
- g. 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?

19. Overnight Investment Option or Interest Bearing Bank Deposit

- a. What short-term investment vehicle(s) or interest bearing account does the Respondent propose to use for the overnight investment or sweep of the University's demand deposit accounts?
- b. Does a reserve requirement apply to the proposed option?
- c. Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option? If so, what is the current charge for a full year on a \$1,000,000 balance? How is this charge computed? Is this charged assessed on ledger or collected balance?

- d. Provide investment return history for the 36-month period from July 2013 through June 2016 for each option proposed. Show the yield for each month.
- e. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
- f. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)?
- g. If the Respondent is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the proposed class of shares, including ticker symbol or CUSIP.

20. Account Analysis Statements

- a. Provide a sample analysis statement
- b. Can Association for Financial Professionals (AFP) Service Codes be included on the analysis statement? If not, do you offer another report that provides this information?
- c. What are the fees and interest charges associated with end-of-day overdrafts? How are these charges calculated?
- d. Is there a fee per check or per occurrence when there is an overdraft? If so, what is it?
- e. Is there a daily cap on fees? If so, what is it?

21. Daylight Overdrafts

- a. Describe the Respondent's policies concerning daylight balance overdrafts. Indicated whether this is applied to each individual account or across all accounts of a client relationship?
- b. Is wire transfer processing stopped when the intra-day limit is reached?

**C. Service Group 2: Merchant Card Processing**

*(Only Respondents proposing for Service Group 2 should respond to this section.)*

1. Confirm that the Respondent can meet each of the "required services" listed in Section 1.1.4.2, Service Group 2: Merchant Card Processing.
2. Describe the Respondent's bankcard and debit card-processing capabilities. List all card brands currently supported.
3. Does the Respondent act as its own processor or does it use the services of a third-party processor? If a third-party processor is used, name the processor and the length of time the processor has had a relationship with the Respondent.
4. Can the processing system accommodate internet transactions? If yes, provide the following information.
  - a. Does the Respondent have its own secure payment gateway or does it use a third-party secure payment gateway? If a third-party is used, provide information on that service provider.
  - b. Describe the system's capabilities and outline the measures to protect sensitive information.
  - c. What additional fees are associated with online transactions?
5. Describe the options available to the University for charging convenience fees/surcharges on transactions related to tuition payments.
  - a. Can these fees be assessed for online transactions and face-to-face transactions?
  - b. Can fees be assessed as a percentage of the transaction?
  - c. Can fees be assessed as a percentage of the transactions, but not to exceed a certain dollar threshold for transactions with high dollar amounts?
6. Is a separate merchant identification number required to accept online transactions for an individual location?
7. After the initial implementation, please describe the process for the University to set-up new MIDs.

8. Is your organization, including all subcontractors and third-party processors, in compliance with all applicable Payment Card Industry Data Security Standard (PCI DSS) requirements? Have you been certified by a third-party assessor?
9. Describe any services the Respondent offers to help the University maintain or monitor its PCI compliance?
10. What type of data security solutions (tokenization, end-to-end encryption, point-to-point encryption) do you offer? Describe the solution in detail.
  - a. If you offer point-to-point encryption (P2PE) capabilities, is your P2PE solution included on the PCI Security Standards Council (PCICo) list of validated P2PE solutions? If not, has your solution been validated by a Quality Security Assessor?
  - b. If you offer multiple security options, which do you recommend for the University and why?
  - c. Provide complete pricing details for the recommended data security method, including all fixed and transaction costs.
11. How is the applicable interchange fee determined for each transaction? By how much does the Respondent's fee exceed Visa/MasterCard's stated interchange assessment?
12. What process do you use to ensure that each transaction qualifies for the lowest interchange category? Do you provide any review of account activity to help identify opportunities to improve qualification rates?
13. Do you offer any reports that would alert the University of abnormal activity resulting in transactions being downgraded and processed at higher interchange rates? How quickly are these alerts available (i.e. real-time, after month-end, after quarter-end, or after a relationship review)?
14. Please confirm that the University's existing merchant card terminals are compatible with your professor.

Merchant Terminals	Compatible (Y/N)
Verifone VX520 Dual Comm	
Verifone VX680	
Verifone VX610	
Verifone VX520LE Dial	
Verifone MX915	
Logic Controls Inc MR3010U-BK	
Verifone MX870	

15. Describe the Respondent's capabilities of accepting new payment methods, such as Apple Pay, Google Wallet, etc.? What hardware or software changes would be required?
16. What wireless acceptance (i.e. equipment compatible with mobile devices) options are available?
17. Describe your debit card processing capabilities. What networks can you use to support both pin based and signature based transactions?
18. Does your processing system identify and eliminate duplicate transactions?
19. What are the procedures to reverse an incorrect authorization?
20. What are the procedures to refund a payment when the card is not present?

21. Complete the following table:

<b>Batch Submitted by</b>	<b>Date and Time credit is posted to the University's account (if the account is with the Respondent)</b>	<b>Date and Time credit is posted to the University's account (if the account is with a third-party bank)</b>
Monday @ 11.59 p.m. E.T.		
Tuesday @ 11.59 p.m. E.T.		
Wednesday @ 11.59 p.m. E.T.		
Thursday @ 11.59 p.m. E.T.		
Friday @ 11.59p.m. E.T.		

22. Are settlement amounts listed separately on the University's statement or will they appear as one lump sum?
23. When will the interchange fees be deducted from the account, at the end of the day or at the end of the month?
24. When will the processor's fees be deducted from the account, at the end of the day or at the end of the month?
25. Describe the Respondent's online capabilities to review merchant card transactions? Is transactions information available by terminal and merchant identification number?
26. Describe the daily and/or monthly reconciliation reports available. Can summary reports by department or campus be created? Are these standard or custom reports created by individual users? Can reports be downloaded into Excel?
27. Provide sample reports of merchant card activity.
28. Fees
- Will all Interchange, dues & assessments, and all other processing network fees be passed through to the merchant unaltered?
  - Does the Respondent mark up the card issuer's stated interchange assessment? If so, how much for each card type?
  - Does the Respondent market up the card issuer's transaction fee? If so, by how much for each card type? Does the fee differ if transactions are transmitted by analog dial-out versus IP connection? If so, please note the difference.
  - What is the Respondent's markup on pin-debit transactions?
  - Does the Respondent mark up the industry's Address Verification Service (AVS) charge?
  - Does the Respondent mark up any other fees from the networks, including the network gateway fee? If so, provide details.
  - Is there a monthly fee (per total relationship)? If so, what is it?
  - Is there a monthly fee per Merchant ID? If so, what is it?
  - Is there a monthly fee for online reporting? If so, what is it? Specify whether the fee is per relationship or per Merchant ID.
  - What is the charge for PCI Compliance? Specify whether the fee is per relationship or per Merchant ID. Are PCI Compliance services mandatory?
  - Will all interchange on returned sales (Credits) be returned to the merchant?

**D. Service Group 3: Electronic Payables (ACH)**

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

1. Confirm that the Respondent can meet each of the "required services" listed in Section 1.1.4.3, Service Group 3: Electronic Payables (ACH).



2. Describe in detail the Respondent's vendor self-service portal and electronic payables processing capabilities for ACH and highlight the benefits of your approach.
3. ACH Payments:
  - a. How many vendors are currently enrolled in your electronic payables platform for ACH payments?
  - b. If a vendor is already enrolled with your electronic payables platform, describe the process for the University to pay that vendor electronically.
4. Vendor Self-Service Portal:
  - a. Describe the process by which vendors register and enter their bank instructions to Respondent's portal.
  - b. Describe the Respondent's capabilities for delivering remittance detail to the payment recipient for each payment.
  - c. How will the University be notified that a vendor has registered through the portal? What information will be provided to the University?
  - d. Are there any fees to the vendor for registering or obtaining reports?
5. Describe the outreach services you provide to encourage acceptance of ACH.
  - a. Discuss your approach to recruiting vendors on the University's behalf to the Respondent's electronic payables platform.
  - b. What are the steps for signing up a vendor?
  - c. Who makes outbound phone calls to vendors (i.e. employees of the Respondent or a third-party)?
  - d. How quickly do you anticipate reaching out to the University's vendors? How many vendors do you plan to reach out to in 3 months? In 6 months?
6. Processing
  - a. Describe and include diagrams of file and payment flows for your process.
  - b. Can the Respondent receive and process a consolidated file containing payments by ACH created by PeopleSoft in order to originate transactions?
  - c. What is the deadline for the transmission of vendor payment instructions to the Respondent for same day processing?
  - d. What controls are in place to protect against lost files and duplications of transmissions? If duplicate files are sent, is there a penalty or potential issue?
  - e. Does the Respondent provide automatic file receipt acknowledgements?
  - f. Describe the Respondent's ability to warehouse payment orders.
  - g. Describe the Respondent's capabilities for delivering remittance detail to the payment recipient for each payment method. Is there an additional fee for this service?
  - h. Are any of the Respondent's EDI processes (e.g. IT, Operations) outsourced? If yes, describe and include diagrams of file and payment flows.
  - i. What historical / archival policies and procedures does the Respondent maintain for payments and remittances?

**E. Service Group 4: Electronic Payables (Ghost Card)**

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

1. Confirm that the Respondent can meet each of the "required services" listed in Section 1.1.4.4, Service Group 4: Ghost Card.
2. Describe in detail the Respondent's electronic payables processing capabilities for card payments and highlight the benefits of your approach.
3. Card Payments
  - a. How many vendors are currently enrolled in your electronic payables platform for card payments?

- b. If a vendor is already enrolled with your electronic payables platform for card payments, describe the process for the University to pay that vendor by card.
  - c. Who retains ownership of the vendor payment information (i.e. contact person, e-mail, address, phone number)?
  - d. How will the University be notified of new vendors?
  - e. What card platform(s) does your program employ (e.g. MasterCard, Visa, American Express, or other)? Why? If more than one is used, which would you recommend for the University and why?
  - f. Describe how vendor payments made by card are initiated. Are ghost cards or one-time use cards used for payment?
  - g. Describe how suppliers receive the card number to process payment. If an email is sent, please provide an example of the correspondence sent.
  - h. How long does the vendor have to initiate the process to receive payment?
  - i. If a supplier reverses a payment, identify the impact on the available balance for the card.
  - j. Do you offer a Buyer Initiated Payment (push pay) Program? If so, please provide an explanation of how this service would operate. Does a different rebate schedule apply?
  - k. Identify how authorization limits are determined or changed.
4. Describe the outreach services you provide to encourage acceptance of card payments.
- a. Discuss your approach to recruiting vendors on the University's behalf to the Respondent's electronic payables platform.
  - b. What are the steps for signing up a vendor?
  - c. Who makes outbound phone calls to vendors (i.e. employees of the Respondent or a third-party)?
  - d. How quickly do you anticipate reaching out to the University's vendors? How many vendors do you plan to reach out to in 3 months? In 6 months?
5. Processing
- a. Describe and include diagrams of file and payment flows for your process.
  - b. Can the Respondent receive and process a consolidated file containing payments by card created by PeopleSoft in order to originate transactions?
  - c. What controls are in place to protect against lost files and duplications of transmissions? If duplicate files are sent, is there a penalty or potential issue?
  - d. Does the Respondent provide automatic file receipt acknowledgements?
  - e. Describe the Respondent's ability to warehouse payment orders.
  - f. Describe the Respondent's capabilities for delivering remittance detail to the payment recipient for each payment. Is there an additional fee for this service?
  - g. Are any of the Respondent's EDI processes (e.g. IT, Operations) outsourced? If yes, describe and include diagrams of file and payment flows.
  - h. What historical / archival policies and procedures does the Respondent maintain for payments and remittances?
6. Settlement Terms for Cards
- a. What billing cycles are available?
  - b. How will the University receive billing statements?
  - c. What are the payment terms from "statement date"?
7. Rebate Schedule / Fees
- a. Provide a rebate schedule for card activity at various usage levels up to \$15 million, include details.
  - b. Provide a rebate schedule if you were also awarded the Procurement Card and Travel Card activity (Service Group 6) at various usage levels up to \$30 million.
  - c. Describe any other factors, such as average transaction size, etc., that affect the rebate amount.
  - d. Describe how speed of payments is calculated.
  - e. Disclose all fees and charges for the electronic payables solution, including fees related to ACH payments, storage of vendor data, etc.

**F. Service Group 5: Payroll Cards**

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

1. Confirm that the Respondent can meet each of the “required services” listed in Section 1.1.4.6, Service Group 6: Payroll Cards.
2. Please describe the bank’s proposed payroll card program.
3. Are you proposing a branded card (Visa, MasterCard)? If so, which one? Provide a sample image of the card.
4. Is the card EMV enabled? If not, describe your plans for rolling out EMV enabled cards.
5. Describe how the cards are tied to an account at a financial institution; is the account owned by the recipient, the University, or is the card tied to a For Benefit of (FBO) account? Explain the ownership and structure of the FBO account.
6. Are the accounts insured by FDIC or the National Credit Union Share Insurance Fund (NCUSIF)?
7. Is there an annual minimum for number of cards issued and/or annual dollar amount issued?
8. Employee/Student Contact
  - a. Describe the marketing materials you provided.
  - b. Describe the enrollment process including information about training materials provided to employees.
  - c. Once enrolled, how will cards be distributed to employees and students?
  - d. Do you provide enrollment/change forms directly to employees and students? Can the card holder enroll/make changes automatically (using an Internet/Intranet/Interactive Voice Response (IVR) system)?
  - e. Describe the level of customer service provided to the cardholder. Is there a phone number they can call 24/7?
  - f. Do you offer any mobile applications for employees to view balances or locate in-network ATMs? Is there a cost?
9. Operational
  - a. Does each employee/student get an individual account number? How will the University get the account number information?
  - b. Describe the process of replacing a lost card.
  - c. How can the University pay employees/students that have lost their cards and not yet received replacement cards access funds (emergency payments)? Will balances from the lost/stolen cards be automatically transferred to the new cards?
  - d. What happens to inactive cards or cards held by terminated employees that have a remaining balance?
  - e. Who is responsible for escheatment of unused funds?
10. Reporting
  - a. Identify the kind of management reports that are available.
  - b. Will the employee get monthly statements? In what format (paper, electronic) are the statements available?
  - c. Is there an additional cost if the cardholder requests a paper statement? If so, what is the cost?
  - d. Will the employee have inquiry access to their account via interactive voice response (IVR) system and/or the internet?
11. Payroll Card Functionality
  - a. How many no surcharge ATM locations does the Respondent maintain in Maine? Provide a map of the ATMs.

- b. How many no surcharge ATM locations are available and can be used with your payroll card solution? Will you assess a transaction fee on any cash dispensing transactions from these locations?
- c. Can the employee get cash-back from an Interlink merchant (or similar vendor)?
- d. Can the employee get cash from a bank branch?
- e. Can the employee transfer funds from the card into another type of account (or vice-versa)?
- f. Can the employee have automatic bill payments set-up?
- g. Can the bank ensure that no overdrafts will occur? If the bank is unable to prevent overdrafts, who is liable for the overdraft if uncollectible?

12. Fee Structure - Describe any fees incurred by the *University* including:

- a. Card issuance fees
- b. Transaction fees
- c. Administrative costs
- d. Software (lease purchase, installation, training, customization)
- e. Standard reports
- f. On-going technical assistance
- g. Related training
- h. Web capabilities, including real-time processing of applications

13. Fee Structure – Describe any fees incurred by the *Cardholder* including:

- a. How many free withdrawals per month can a cardholder get from your ATM network or from a surcharge free ATM?
- b. Will the cardholder be charged any point-of-sale (POS) fees for pin-based transactions?
- c. Will the cardholder be charged for any POS fees for signature based transactions?
- d. Will the cardholder be charged any monthly account fees?
- e. Will the cardholder be charged monthly online statement fees?
- f. Will the cardholder be charged monthly paper statement fees?
- g. Will the cardholder be charged balance inquiry fees?
- h. Other fees/costs?

**G. Service Group 6: Purchasing Card and Travel Cards**

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

1. The Respondent’s proposal must include answers to the following general questions. Additional information should be provided under this section to address how your commercial card program differentiates from that of the other suppliers.

Do you offer a web-based, real-time card management system?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Is your customer service call center based in the United States?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Does the management system offer workflow processes for credit card transaction control, approval and management?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Does your reporting system have the capability to attach scanned receipts with a statement or other types of reports? If so, please describe on a separate sheet.	<input type="checkbox"/> yes	<input type="checkbox"/> no
Can the cardholder and approving official enter a separate accounting code for each transaction?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Do you offer real-time alerts for possible fraud charges and other suspicious charges?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Does the management system offer a suite of standard reporting and analysis tools?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Is there a hierarchy of card numbers, or can numbers be associated to produce summary reports by department or division?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Can these reports or inquiries be customized by the user?	<input type="checkbox"/> yes	<input type="checkbox"/> no
Are travel and purchasing expenses managed through the same system or do they require a separate program?	<input type="checkbox"/> yes	<input type="checkbox"/> no

Do you offer integrated (travel and procurement) cards?

yes

no

2. Data Technology, Features, and Functionality

- a. The Contractor shall be responsible for the embossing and printing of the commercial cards. The Contractor will be required to mail all cards issued within five business days or sooner after the Contractor receives cardholder account set-up information. Cards will be mailed to the location(s) specified by the University. Describe your ability to meet this requirement, and provide detailed information on the following card processes:
- i. Card generation, paper process / electronic online process
  - ii. Restrictions on how many lines or characters that can be embossed on a card
  - iii. Card delivery (time frames) and activation process
    1. What is procedure for requesting additional cards, reporting lost or stolen cards, and declined transactions
    2. What is the turnaround time for new / replacement cards and the delivery method?
    3. Do all purchasing cards require activation upon receipt and prior to first use?
  - iv. Card security
  - v. Card cancellation and replacement (lost and stolen cards)
  - vi. Card reporting and notification process
  - vii. Card issuance and expiration time periods
  - viii. Addition of new cardholders within an established program
- b. Describe how the Respondent's offering shall maintain the ability to provide the following capabilities:
- i. Make account changes online and in real-time
  - ii. Issue a card to a new cardholder
  - iii. Re-issue a card to an existing cardholder
  - iv. Support a tiered hierarchy for program management and review
  - v. Edit hierarchy levels and reporting structure
  - vi. Assign system user access, hierarchy levels and account access based on user roles
  - vii. Allow managers and auditors, without a card, to view and/or edit account information on-line
  - viii. Increase/decrease transaction and monthly limits electronically
  - ix. Increase/decrease number of transactions per day and per month
  - x. Update/change cardholder address and/or name
  - xi. Close/suspend accounts in real-time
  - xii. Report lost or stolen accounts
  - xiii. Change/establish billing due date and accounting cycles
  - xiv. Dispute transactions and track status on-line
  - xv. Monitor transaction authorizations/declines in real-time
  - xvi. Check current balance and amount due
  - xvii. Edit or lift Merchant Code restrictions and assign MCC Groups to cardholders
- c. Which card platform(s) does your program utilize (American Express, MasterCard, Visa, etc.)? Which would you recommend for our program and why? Explain your financial institution's reasoning for selecting one platform rather than another.
- d. Will physical cards have EMV chips? If not, describe your plans for rolling out EMV enabled cards.
- e. Describe the types of commercial cards your company offers (e.g., procurement, travel, fleet, combined, ghost, embedded, accounts payable, etc.).
- f. The University anticipates that travel cards and procurement cards will be separate cards, please describe how these transactions are handled and how your program works. (e.g., MCC controls, transaction limits, if the transactions can be split by purchase type, listed on separate statements, etc.).
- g. What third-party processor(s)/servicer(s), if any, is/are used for transaction processing, information processing, system support, or customer service? Provide information on the third-party(ies)/servicer(s) capabilities and documentary evidence that any/all third-party(ies) is/are PCI-DSS compliant.
- h. Describe your current product offerings for 1099 reporting to merchants and tax authorities for purchase transactions completed with your commercial cards. Also, explain future plans to

- expand and improve 1099 reporting. Specifically, any plans to assist governmental entities with compliance with IRS withholding requirements.
- i. Describe your current and future position regarding the emergence of and integration with electronic commerce development/solutions for your commercial card programs. Please describe any current initiatives or partnerships and how you have successfully integrated commercial card accounts with electronic procurement, electronic payment systems, and/or travel & expense management systems such as Appian, Arriba, PeopleSoft, SAP, SciQuest, Concur, etc.
  - j. Describe your commercial card account activation and deactivation process. Detail the level of account support you will provide in managing these processes including whether or not card account numbers can be issued in non-sequential order. Describe options for ordering new cards during and after the roll-out and implementation period.
  - k. Describe your flexibility and available options for bulk card renewal (i.e., bidder-assigned or customer-specified month/year/etc.).
  - l. Describe how you handle supplier/merchant analysis, education, and on-going management
  - m. Describe your commercial card's design features and options for integrating graphics/artwork, agency logos, and/or departmental designations. Are there additional costs associated with these services? Please provide a picture of a sample card with character limitations for each line of embossing.
  - n. What capabilities and functionalities do Program Administrators have (i.e. adding new cardholders, adjusting credit limits, reviewing activities)?
  - o. How will Program Administrators be able to adjust restrictions and controls on individual cards? How long will it take the changes to be effective?
  - p. Describe the options available to control (decline or authorize) commercial card transactions. Controls may include, but are not limited to, the following criteria. Please indicate your capabilities for each criteria:
    - i. MC Code (Merchant Category)
    - ii. SIC Code (Standard Industry Classification)
    - iii. NAICS Code (North American Industry Classification System)
    - iv. NIGP Code (National Institute of Governmental Purchasing)
    - v. Unique merchant identification number or merchant name
  - q. Describe how the applicable controls listed in the above section would be applied and how they would function at the institution, hierarchy, or individual account level.
  - r. Describe the options available for establishing unique MC (Merchant Category) groups. Include the maximum number of MC Codes that can be assigned to one group, and the maximum number of MC Groups that can be assigned to an individual card account. Can the naming and set-up of the MC Group(s) be unique to each participating entity?
  - s. Describe the options available for establishing single transaction and cycle limits. Criteria may include, but are not limited to, the following. Please indicate your capabilities for each criterion:
    - i. Unique merchant identification number
    - ii. MC Code
    - iii. MC Group
    - iv. Individual card account
    - v. Department
    - vi. Time period
    - vii. Declining and re-loadable balances
  - t. Describe the options available for issuing merchant-specific cards
  - u. Describe the insurance and liability coverage offered as part of your commercial card proposal. Make sure to identify the maximum exposure and liability risk (both per transaction and aggregate) the participating entities would have for the following types of occurrences:
    - i. Lost/Stolen Cards
    - ii. Third-party processor compromised accounts
    - iii. Counterfeit Cards
    - iv. Skimmed Cards
    - v. Unauthorized Internet Transactions
    - vi. Merchant Disputes
    - vii. Theft of goods purchased

- viii. Collision damage coverage waiver for vehicle rentals
- v. For travel cards, what additional protections (i.e. lost baggage protection) are provided with your offering?
- w. Explain in detail and provide statistics on your fraud protection program including detailed information on active screening of commercial card transaction activity for fraud patterns.
- x. Describe process for communicating potential fraud with cardholders and administrators, including service level commitments for length of time between identification of potential fraud and communication to cardholders and administrators. Describe proposed method(s) of communication.
- y. What are liabilities of the University and employees in the event of fraud, abuse, or loss of a card? If the University is not liable but a loss is incurred, would it impact the rebate, if any, paid to the University?
- z. Describe your ability to reproduce lost charge slips. Is there a charge for reproduction? What is the typical time frame to provide copies of charge slips?
- aa. Describe your cardholder account purge process including the criteria used, notification process, ability to flag certain accounts as “do not purge”, and the ability to retrieve transaction data associated with a purged account.

### 3. Technical Capabilities and Requirements

- a. Identify and provide an overview of software / web based card program management system that supports the Respondent's purchasing card program.
- b. Describe the hardware and software requirements for using the Respondent's card transaction reporting software packages. Are reporting software packages web-based? If so, what are the browser/plug-in requirements?
- c. For any web-based software, describe the Respondent's compliance with Section 508 of The Rehabilitation Act of 1973, 29 U.S.C. requiring that disabled persons have access to the features of IT equipment and programs.
- d. Describe how the Respondent will provide, at a minimum, access to trained technical support representatives during normal University workdays (i.e., 8:00 am to 5:00 pm Eastern Time, Monday through Friday). Describe how the various means for communication with these technical support representatives.
- e. Describe the Respondent's plans for communicating roadmaps and upgrade schedules for all system updates, upgrades, and maintenance releases.
- f. Describe the Respondent's financial transaction reporting system's capability to:
  - i. Provide an interface to the University's ERP system General Ledger for passing transaction data (the Transaction Data Interface)
  - ii. Associate a University supplied default chart of accounts (include character and field restrictions)
  - iii. Assign a unique chart to each cardholder account and each transaction
  - iv. Provide online capability to create, assign and allocate transactions
  - v. Transfer of chart of account data with each transaction to the transaction data interface
- g. Describe the options available for transmission of daily, weekly, monthly data, and ad hoc data feeds (e.g., web based, flat file, XML, etc.) and the available data fields.
- h. Describe how the Respondent's ability to receive, store, retrieve and report on Level II and III data. What information is available through Respondent reporting packages?
- i. Describe the Respondent's capability to interface with the University's financial systems. Will the Respondent provide standard and/or custom file integration (mappers) for files such as general ledger, accounts payable, transactions, etc.? Will this service be provided at no cost?
  - i. Describe the Respondent's recent experience with interfacing with multiple systems including but not limited to Oracle, PeopleSoft, Concur, SciQuest. Please describe the Respondent's experience with each and the program size of your clients.
- j. Describe in detail the Respondent's information security program including oversight, internal and external audit, internal and external testing and protection of personally identifiable information (“PII” as that term is defined by the Gramm Leach Bliley Financial Service Modernization Act of 1999- “GLBA”). Is PII encrypted at all times in the Respondent's operations platforms and data bases?
- k. For any third-party service providers sub-contracted to support any portion of the Respondent's Commercial Card product(s), explain your process to assure full compliance

with the requirements of PCI-DSS 1.2 and/or GLBA as required. Provide copies of any compliance certificates for any/all third-party service providers. Explain the Respondent's legal and economic liability in the event of an inappropriate disclosure, release or misappropriation of PII within the confines of the Respondent and any subcontracting service providers' organizations and operations.

- I. Acknowledge that the Respondent will agree that if it becomes subject to new and/or expanded information security obligations during the term of any ensuing contract, it will promptly and fully comply with those requirements? Can the Respondent confirm that it will be in compliance on or before deadlines established by any changes in law or regulation?

#### 4. Transaction and Program Reporting Capabilities

- a. Describe the Respondent's capability to provide comprehensive reporting abilities at multiple hierarchical program levels, with roll-up and summary capability and the ability to deliver standard and custom reports through various media.
- b. Describe ability to provide electronic review and manipulation of all captured transaction information, including the ability to sort data by any field.
- c. Describe the ability to filter out unnecessary information, edit account allocation manually, and split transaction amounts into sub-units for multi-account allocation, and ensure that his includes summary roll-up, review, and manipulation at different hierarchical levels.
- d. Describe the Respondent's ability to provide on-line query and reporting.
- e. Describe the electronic means (email, e-file, online, etc.) by which the reports can be transmitted and the options to include or exclude complete account numbers.
- f. Describe the ability to:
  - i. Download transactions into Excel, text and pdf formats
  - ii. Provide transaction detail and summary report by cardholder and at each hierarchy level
  - iii. Provide transaction declines and authorizations
  - iv. Provide Cardholder status and profile information
  - v. Provide central billing statements, balance due and payment reconciliation
  - vi. Provide Cardholder billing statements (view online and print)
  - vii. Schedule reports to run automatically
- g. Describe the formats or methods (hard copy, CD-ROM, data file, direct transmission, internet, email, etc.) and frequency offered for transaction reporting.
- h. Describe how hard copy and CD-ROM reports are distributed (e.g. US mail, overnight delivery, etc.), if applicable.
- i. Does the online reporting system provide real time information on transactions? How soon after a transaction is authorized is the data available? Provide a list of specific reports and timeframes.
- j. Do you offer a standard transaction detail report that identifies potential transactions that were split to circumvent limits by the same or different cardholders? If so, please describe and provide a sample of the report. If not, can a custom report be created? Are there costs associated with custom reports?
- k. Do you provide reports with 1099 data? If yes, describe if the data is available in your reporting tool or through the card platform provider (Visa, MasterCard, etc.).
- l. Describe how your financial institution captures and reports merchant specific information for minority status, 1099 reporting, TIN, etc. and if the data is verified Austin-Tetra, Dun & Bradstreet or other third party.
- m. Can the merchant TIN be included with your standard transaction data file transfers? If not, is the merchant TIN available in a standard or custom report?
- n. Describe your Sales and Use Tax reporting capabilities including your financial institution's ability to track and provide transaction detail reports with tax information.
- o. Describe the capability for reports to be generated at different hierarchy levels in detail or summary formats.
- p. Describe how long historical data is available for reporting.
- q. Describe the ad hoc reporting capabilities of your reporting package(s). If custom reports are necessary and available, describe any potential costs or if any will be included without charge
- r. Describe the delivery method, import, export and file format for all electronic reports



- s. Describe the standard reports, including the primary data fields, your financial institution provides for commercial card management.
  - t. Verify that the following reports are included:
    - i. New Accounts
    - ii. Account status including active, new, closed, inactive, suspended, lost/stolen
    - iii. Card maintenance, audit trail for changes
    - iv. Merchant Category Code (MCC) Groups
    - v. Cardholder account status, limits, MCC Groups, employee contact information, etc.
    - vi. MCC Groups with cardholder accounts
    - vii. Spend volume reports (daily, monthly, yearly, cycle period, specific date range)
    - viii. Dispute and fraudulent transactions, recovery status, write-off amount, close date
5. Customer Service and Technical Support
- a. Describe in detail your account management approach and resources that will be assigned to the University. Include an organization chart, customer service structure, number of individuals providing support and the responsibilities served by each role. Include services and direct resources available for program administrators and Cardholders.
  - b. Describe your customer service response policy, processes and time-frames. Detail hours of availability, dedicated team structures, telephone and email response times and telephone automated response options.
  - c. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.
  - d. Define the dispute and unauthorized transaction resolution process including the time-frame and responsibilities for each involved party. Will the participating entity receive a credit or be billed for the disputed or unauthorized transaction while under investigation and for what period of time? If an initial credit is issued, who will be held financially liable for any unrecovered amounts?
  - e. Describe technical support for the Respondent's reporting package(s). Include service hours, response times, data recovery solutions, communication access and response methods (e.g. internet, email, telephone)
  - f. Describe your plan for quality management and process for continuous improvement of the service levels provided under the commercial card program
  - g. Does the Respondent monitor performance indicators? If so, what key performance measures does your financial institution track?
6. Program Payment and Billing Options
- a. Describe the Respondent's system for delivering accounting, billing and statement information and ability to provide central billing options.
  - b. What billing cycles are available?
  - c. How will the University receive billing statements?
  - d. What are the payment terms from "statement date"?
  - e. Identify and explain any unique or special features of your purchase and/or travel card programs, reporting package(s) and/or services offered. Describe how your financial institution plans to develop new services and maintain competitive in the commercial card industry
7. Incentive Program - The University is seeking an aggressive revenue share program where spend/charge volumes are calculated on the total cumulative spend. Provide detailed responses to the following issues and questions:
- a. Explain in detail your financial rebate/revenue share offer. Address your terms for charge spend volume calculations, frequency of payment (e.g. monthly, quarterly, annually, etc.) and terms for distribution.
  - b. Clearly describe any incentive/rebate levels impacted by performance and/or spend factors (e.g. average transaction size, spend per card, average days outstanding, large transactions, etc.).
  - c. If your rebate/revenue share is calculated on a "net" charge volume, define gross volume and net volume and the fees, charges, transactions, etc., calculated for each.

- d. Describe how the Respondent partners with clients to minimize write-offs, reduce costs and realize greater program value.
- e. It has become an established practice in the commercial card industry to offer additional incentives such as a signing bonus. Describe what incentive programs your financial institution may offer. Include any minimum performance or spend conditions
- f. Provide a rebate schedule for card activity at various usage levels up to \$15 million.
- g. Provide a rebate schedule if you were also awarded Service Group 4: Electronic Payables (Ghost Card) business (Service Group 4) Ghost Card at various usage levels up to \$30 million.

**H. New Services and Ideas**

*(All Respondents must respond to this section.)*

- 1. Describe any new services or ideas that will enhance the University's use of cash management services.
- 2. Please provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.

**I. Pricing**

*(All Respondents must respond to this section.)*

**PLEASE NOTE: The University will NOT seek a best and final offer from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.**

- 1. For how long will the Respondent guarantee the proposed fees for each Service Group? Please complete the following table:

Service Group	Years Fees / Rebate Guaranteed
Service Group 1: General Banking	
Service Group 2: Merchant Card	
Service Group 3: Electronic Payables (ACH)	
Service Group 4: Electronic Payables (Ghost Card)	
Service Group 5: Payroll Cards	
Service Group 6: Purchasing Cards and Travel Cards	

- 2. If the University chooses to use compensating balances, are there any changes that could not be paid in this way?
- 3. Are you willing to offer any transition or retention incentives?
- 4. Are there any additional price breaks or incentives if multiple Service Groups are awarded to the Respondent?

**J. Implementation**

*(All Respondents must respond to this section.)*

- 1. Provide a detailed conversion plan for transitioning **each** of the proposed Service Groups to the Respondent.

- a. Describe the Respondent's conversion and implementation process including a transitional period and migration to production/go-live. Describe the Respondent's acceptance of an overlap period with existing provider to allow adequate time for transition.
  - b. Describe ability of the implementation plan to offer the option of a pilot program and/or phased approach.
  - c. Include a detailed description of the customer support provided, technical assistance, user manuals, educational materials, if you will travel for on-site visits, implementation assistance, process for reporting/resolving issues, post- implementation evaluation.
  - d. Provide a description of the required roles, responsibilities and estimated time commitments for implementation staff at your financial institution and the University.
  - e. Describe how long a typical implementation takes and include a sample migration schedule addressing all activities necessary to a successful implementation with an estimated time-line for each step.
2. Who will be responsible for coordinating the transition of **each** of the proposed Service Groups? If a conversion team is used, how will the University's account be transitioning to the ongoing client service team?
  3. Indicate the Respondent's plans for initial and ongoing education and training of University employees in the use of the Respondent's systems for **each** of the proposed Service Groups.
  4. Will the Respondent provide dedicated information technology (IT) liaison(s) to work on set-up, file transfer, testing, and troubleshooting / issue resolution?

## Appendix J – Evaluation - Accessibility Requirements

**Respondent's Organization Name:** \_\_\_\_\_

The University is required to procuring Information Technology products and services, such as software, hardware, web services, etc., that provide substantially equivalent access to persons with disabilities. The University relies on the accessibility guidelines of "Section 508 of the United States Rehabilitation Act of 1973" and the "Web Content Accessibility Guidelines (WCAG) 2.0" published by [www.w3.org](http://www.w3.org) to assess accessibility of the bid for products/services.

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., Respondents will submit as part of their bid either, or both, of the following assessments covering all Information Technology-related products, services or components that users, managers, installers, system administrators, etc., are expected to interact with:

1. Respondent must provide a current and accurate "Voluntary Product Accessibility Template", or VPAT, (see <http://www.itic.org/public-policy/accessibility>), to document products and/or services' conformance and deviations from Section 508 of the Rehabilitation Act of 1973.
2. Respondent must provide a detailed description of the accessibility features in the bid products and/or services that shows and explains compliance with and deviations from the guidelines of the "Web Content Accessibility Guidelines (WCAG) 2.0" published by [www.w3.org](http://www.w3.org).

## Appendix K – Evaluation Question(s) – Information Security

**Respondent's Organization Name:** \_\_\_\_\_

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

### Evaluation Question(s) – Technical Security Evaluation

*(All Respondents must respond to this section.)*

1. Describe how University data will be protected from unauthorized access or disclosure within your organization.
  - a. What type of encryption (if any) is used for both transmission and storage?
  - b. What measures are used to segregate University data from other clients' data?
  - c. Describe the architecture including any external data feeds or outputs.
  - d. Provide a statement that clearly lays out your position regarding the sharing of our data with any outside agency
  - e. Describe the encryption capabilities that are support by the Respondent for the transmission of data between the Respondent and the University. Describe the file verification capabilities that are supported by the Respondent, such as checksum or hash totals to ensure that no data is misfield or substituted.
2. Explain the methods by which your system authenticates users and authorizes access.
  - a. Describe how user accounts are created and administered in the system.
  - b. How does this system provide for different levels of role-based security?
  - c. Do you plan to offer a solution to integrate with our Identity Management System? If so, describe how you deliver this solution.
  - d. If your solution is not web-based, how will users securely access the system remotely?
  - e. Describe the logging capabilities of the system (auditing from within the applications as well as outside the application).
3. Describe the Respondent's security procedures for its information reporting system, both for access and information protection (e.g. RSA tokens, secure certification, etc.)?
4. Describe what you have in place to ensure that our data is protected against loss.
  - a. What is your backup policy to include how often your data is backed up, how long backups are retained, and whether backups are stored off site?
  - b. How do you assure business continuity in the face of a catastrophic event like a network outage or data center failure? Comment on what we could expect by way of service disruptions and the speed of recovery.
  - c. Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would the University contact to initiate day-to day transactions if online capabilities and functionality are temporarily unavailable?
5. Describe measures that you take to ensure your software is secure.
  - a. Is there a framework or methodology for testing software?
  - b. Describe your code review process to include whether the code reviews are external, when last performed, and whether we can see the results.
  - c. If a web application, what protections do you employ against the most critical web security flaws including: SQL injection, XSS, Broken authentication and session management?

6. Describe your information security policy and practices.
  - a. What measures including training, processes, and/or background checks do you take to ensure employees will safeguard data?
7. Include a copy of the Respondent's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards-70 (SAS70)) for any processes or systems relevant to the services proposed by the Respondent under this RFP. *(Note: Failure to provide this information will significantly impair the University's ability to assess the Respondents controls and will negatively affect the evaluation of the response.)*
8. What third-party technology partners will be used and what security protections are provided by the partners? Include any evidence that they have been audited, accredited, or reviewed by an independent auditor?
9. Include a statement that notes your acceptance to the conditions stated in **University of Maine System, Contract for Services, Rider C. Standards for Safeguarding Information**, as part of the agreement.
10. Discuss the Respondent's security environment related to cybersecurity.
  - a. Specifically describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks.
  - b. What are the Respondent's crisis communications plans in the event of a cyber-attack?
  - c. Does the Respondent maintain cyber liability insurance? If so, list the types and amount/limits carried.

## Appendix L – Evaluation Question(s) - Information Technology

**Respondent's Organization Name:** \_\_\_\_\_

All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Respondents **MUST** indicate if system modification, additional products or Respondents, costs or if any other accommodation would be necessary to meet a requirement.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

### Evaluation Question(s) - General Technical

1. What are the underlying technologies for the component(s) provided by third-party technology partner(s)?
2. What security protections are provided by the third party? Can they show evidence that they have been audited, accredited, or reviewed by an independent auditor?
3. Provide the third-party technology partner(s) name(s), address(es) and contact(s), as well as explain additional costs or fees associated with the components.
4. Provide a description of your change management practice for all hardware and software components. In particular, how are we notified and are updates and upgrades opt-in or mandatory?
5. Describe any and all network connectivity requirements and PCI DSS and GLBA obligations to the University.
6. Outline requests and justification for any and all exceptions to the following restrictions:

*The preference of the University is to remain out of scope for PCI network-related compliance. In the event of network connectivity that could place the University in scope, the respondent will need to obtain approval from the Office of Information Security prior to consideration.*

*The University does not permit the installation of network infrastructure on its network without special approval; including, but not limited to, network switches, wireless routers or access points, firewalls. The University does not provide third parties physical access to telecommunications closets, and does not facilitate the use of third party network service providers adding points of presence on University campuses or facilities. Respondents may incur additional costs to provide or facilitate network connectivity within University standards, and may request the University provide a cost estimate upon review of network requirements.*

7. Provide a description of your business continuity management practice. Is the software deployed in multiple sites (data centers), how often is data synchronized between the data centers and how long of an outage would there be if we had to switch to another site?
8. Include a description of the provisions available for data storage. In the description please clarify the data ownership rights and responsibilities of the parties and provisions for the University obtaining the data if required?

### Evaluation Question(s) – EPP Commitment

The University has made a commitment to purchase Environmentally Preferred Products (EPP) to the extent possible and to buy from vendors who are being good stewards of the environment as well. To that end we ask that you provide us with information that will help us to do that in the future. Please submit with your bid/proposal the ways in which your company is working to be better stewards of the environment. If that information is on your website, please provide us with the web address. Include:

1. Products that display one or more positive environmental attributes (recycled content, energy or water efficiency, low toxicity or biodegradability).
2. Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.
3. Products that meet certain environmental criteria during production (chlorine free, wood from a sustainably managed forest).
4. If you will reclaim or take back items (batteries, electronics, carpeting, oil products, tires and toner cartridges).
5. Any credentials or awards you have received for being good stewards of the environment.

#### **Evaluation Question(s) – Technical Data**

1. Does your company provide full data hygiene, including comparing several data sources, removal of duplicate records, formatting, programming and providing follow-up response data in formats approved by our institution for importing into our systems?
2. We require policies and procedures which insure the integrity of University of Maine System data in case of system failure. Explain your backup and disaster recovery policies.
3. Does your solution have the ability to schedule import/exports?

#### **Evaluation Question(s) – Technical Interface Data Exchange**

1. Include a statement that the solution proposed will comply with the high-level Interface Data Exchange Requirements, outlined in **Appendix N – Interface Data Exchange Requirements** contained within this document. The statement will include language that indicates there is an understanding that the Interface Data Exchange may require additional requirement definition and that the solution proposed considers this task and the resulting work in scope.
2. Detail what security protections for the Interface Data Exchange are afforded by the solution proposed?
3. Does your solution support needs for sharing and linking data with other applications and databases?
4. Is there an existing interface with PeopleSoft, or would a custom interface need to be developed?
5. Does your solution allow easy integration with other applications including desktop tools (i.e. Microsoft Office Professional Suite (Word, Excel, PowerPoint, Access Dataset)?
6. Does your system provide for auto/mass load of new records (including ID records), matching on IDs where necessary (non-ID records) to obtain data from external sources? Users **MUST** be able to perform the load, preview it online, and set additional rules before committing it to the database. It is preferable that a wizard or other user aid be available for this purpose. Some "uploads" may be updating existing records.



## Appendix M – Interface Data Exchange Requirements

The following provides the interface data exchange requirements for the Respondent's solution.

Current interface data exchanges are described in other parts of this document. Transfer of data will be done using secure methods such as, but not limited to HTTPS {PGP Optional}, SSH/SFTP {PGP Optional}. Proposers must provide secure file transfer solutions and may recommend alternative processes if they would be beneficial to UMS. Any alternatives must be described in detail and are subject to UMS's approval. For all proposed methods of transmission, the Proposers must provide the technical requirements for establishing each method and processing transactions, a detailed description of security and authorization processes and requirements, including forms, delegation options, encryption or authentication requirements, and devices or digital certificates, alternatives available if a standard transmission method should fail, and disclose any software limitations on file sizes or numbers of records in a batch.

## Appendix N – Permitted Overnight Sweep Investments

### Permitted Overnight Sweep Investments

1. **Bank Accounts.** Accounts, including demand deposit accounts (DDA), money market deposit accounts (MMDA) and negotiable orders of withdrawal (NOW) accounts in a FDIC insured institution having a risk-based capital classification of “Well Capitalized”.
2. **Repurchase Agreements.** Overnight repurchase agreements provided that the following conditions are met:
  - a. the contract is fully secured by deliverable U.S. Treasury and Federal Agency obligations, having a market value of at least one hundred and two percent (102%) of the amount of the contract;
  - b. a Master Repurchase Agreement or specific written Repurchase Agreement governs the transaction;
  - c. a perfected first security interest is created for the benefit of the University in accordance with book entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. of the Uniform Commercial Code;
  - d. the counterparty is a:
    - i. primary government securities dealer who reports daily to the Federal Reserve Bank of New York, or
    - ii. a bank, savings and loan association, or diversified securities broker-dealer having at least \$5 billion in assets and \$500 million in capital and subject to regulation of capital standards by any state or federal regulatory agency.
3. **Money Market Mutual Funds (Open-Ended Investment Funds).** Shares in open-end, no-load investment funds provided such funds are registered under the Investment Company Act of 1940 and that the fund is rated at least “AAA” or the equivalent by a Nationally Recognized Statistical Rating Organization and have a stated intention of maintaining a net asset value of \$1.00. In addition, sufficient liquidity should be maintained to ensure daily redemptions and to avoid the imposition of liquidity fees. The mutual fund must comply with the diversification, quality and maturity requirements of Rule 2(a)-7, or any successor rule, of the United States Securities and Exchange Commission.

## Appendix O – Intention to Submit a Proposal

### **INTENTION TO SUBMIT A PROPOSAL**

In order to provide timely updates to this Request for Proposal, including responses to questions submitted, we ask that potential Respondents complete the following form and return it by e-mail to Gregg Allen at [Gregg@maine.edu](mailto:Gregg@maine.edu) and Barbara Fava at [favab@pfm.com](mailto:favab@pfm.com)

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

- Yes, we plan to submit a proposal to provide one or more services.
- No, we do not plan to submit a proposal.

Reason: \_\_\_\_\_