

University of Nebraska at Kearney
Request for Proposals #19-02
Bank Card and ATM's

November 30, 2018

RFP Due: January 25, 2019, 2:00 P.M. Local Time

Procurement and Payment Services
2504 9th Ave
Kearney, Nebraska 68849-1240

Requests for reasonable accommodations needed in order to participate in the process described in this RFP may be directed to the Office of Equity and Compliance, 2113 Warner Hall; Voice/TDD-(308) 865-8102.

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SECTION 1: Cover Sheets and Specifications

1.1 Proposal Cover Sheet

Each proposal to this RFP shall be accompanied by a cover sheet on the form which immediately follows this page. This cover sheet demonstrates that the Vendor agrees to be bound by, and that its proposal is subject to, the terms of this RFP and any addenda that may supplement or amend this RFP.

PROPOSAL COVER SHEET
UNIVERSITY OF NEBRASKA AT KEARNEY
Procurement and Payment Services
2504 9th Ave
Kearney, Nebraska 68849-1240

PROPOSAL IN RESPONSE TO RFP #19-02

The undersigned authorized officer of the Vendor firm represents that the Vendor has carefully examined the specifications and conditions contained in the RFP. The Vendor fully understands the type and quality of the product(s) and/or service(s) sought by the University of Nebraska at Kearney and hereby proposes to supply such at the prices stated and in accordance with the Proposal accompanying this cover sheet.

The Vendor acknowledges its receipt of addenda numbered __through __ and further agrees that the provisions of such addenda, as well as those of the RFP, are fully incorporated into Vendor's Proposal, unless otherwise clearly stated to the contrary in the Proposal. Proposals containing exceptions to RFP provisions may not be favorably received.

The Vendor represents and warrants that the proposal submitted is not the result of collusion with other eligible Vendors, with any employee of the State or University, and no effort has been made to preclude the University of Nebraska from obtaining the most advantageous response possible to this RFP.

Except where a written signature is required, please type or clearly print the following:

VENDOR FIRM: _____

By: _____ Date: _____
 Authorized Signature

Signing Officer's Name and Title: _____

Correspondence to the Vendor with respect to this RFP may be directed to:

Name: _____ Phone # _____

Title: _____ Fax # _____

Address: _____

Mobile # _____ Email: _____

1.2 Introduction

The University of Nebraska at Kearney (“UNK” or “University”) invites proposals from qualified financial institutions (“Vendor”) to provide the goods and/or services described below. If the RFP process is successful, UNK will enter into a contract with the successful Vendor for the product or service.

1.3 Expectations

UNK is soliciting proposals to provide an opt-in student banking account and ATM(s) to service the University community, in accordance with the terms, conditions and requirements set forth in this Request for Proposal (“RFP”).

1.4 Presentation

The University reserves the right to, but is not obligated to, request and require that each Vendor provide a formal presentation of its Proposal at a date and time to be determined by the University. No Vendor will be entitled to be present during, or otherwise receive any information regarding, any presentation of any other Vendor.

1.5 Evaluation Process

A committee will evaluate proposals. Based on the evaluation, a shortlist of vendors will be identified. The University reserves the right to award a contract based not only on cost, but on the criteria which best meets the University’s requirements and goals. Proposals will be evaluated using the following criteria as applicable to the Proposal Options the Vendor is responding to, which are listed below in no particular order:

- Banking services/products and financial education tools that meet the student population’s needs Value of benefits to students relative to bank service fees
- Fees imposed under the T2 arrangement are considered as a whole, consistent with, or below prevailing market rates
- New and innovative ideas and/or services offered, including online banking services and other enhanced technology
- Branch banking hours and services provided by the Vendor at locations near the University campus.
- Experience in providing campus banking services in the higher education market
- Revenue opportunities to the University
- ATMs that service the needs of the UNK Community
- Vendor stability and qualifications and staff assigned to the account
- Timeline and process for implementation
- Marketing assistance offered to the University
- ATM maintenance, support, and installation requirements
- Demonstrated history of customer support and customer satisfaction as evidenced by references.
- Meeting the specifications/requirements of the RFP
- Exceptions taken to the RFP

- Confirm that the Vendor is supportive of the University's goals and is willing to work collaboratively with the University and the community

1.6 Definitions

T2 Arrangement – A contract between a university or college and a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the university or college as defined under 34 CFR PART 668.164(F).

Direct Marketing – Either (A) the university communicates information directly to its students about the financial account and how it may be opened or (B) the financial account or access device is cobranded with the university's name, logo, mascot, or other affiliation and is marketed principally to students at the university or (C) a card or tool that is provided to the student is validated, enabling the student to use the device to access a financial account.

SECTION 2: Required Response Questions

Each Vendor shall submit a complete response or indicate its consent to each requirement described below. Vendor should reference the item number and repeat the questions in its response. In cases where question do not apply or if unable to respond, Vendor should refer to the specification number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Vendor will explain the reason when responding N/A or N/R.

2.1 Proposal Cover Sheet

Complete the proposal cover sheet located at the beginning of this document.

2.2 History and Background of Vendor

2.2.1 Describe your company (a brief history may be appropriate), the nature of its legal entity (e.g. Nebraska corporation, limited partnership), its size and locations and number of employees. Confirm that your company is qualified to do business in Nebraska.

2.2.2 Provide banking hours and services provided at existing locations near the University campus.

2.2.3 Provide locations of ATMs off campus.

2.2.4 Identify any litigation or claim brought against your company within the last seven years, which might reflect adversely on your company's professional image or ability in relation to providing the goods or services sought under this RFP.

2.2.5 Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain.

2.2.6 Does Vendor, to the best of its knowledge, have any relationship with a member of the Board of Regents of the University of Nebraska, an employee of the University of Nebraska or other representative of the University which may, or may be perceived, to be a potential conflict of interest for either the Vendor or the University? If so, please explain in detail.

2.3 Description of Vendor's Project Team

2.3.1 Provide summary resumes for Vendor's key personnel (project team) with respect to this project, including employment history and applicable experience on similar projects.

2.3.2 Equal Opportunity: It is the policy of UNK to provide equal opportunity and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin or other prohibitive matters. It shall be the policy of the University to patronize only those firms and contractors that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State Laws. The Vendor awarded the Contract will be required to complete EXHIBIT C – Equal Opportunity Clause and Certification of Non-Segregated Facilities.

2.4 Proposal Options

2.4.1 UNK is seeking proposals from qualified financial institutions (Vendor/Vendors) to provide an opt-in student banking account and ATM(s) to service the University community. The Vendor may respond to one or all of the following options by providing a summary and financial terms for each option:

Option 1 – Industry-Exclusive Promotion on Financial Products

Exclusive right to offer for sale to Vendor’s customers, checks and/or debit cards utilizing the design mutually agreeable to the parties, incorporating one or more University Marks, which Vendor shall design at its cost (Designs). Vendor agrees that University is the owner of the Designs, that the limited right hereunder to offer the Designs does not confer upon Vendor any license or right of ownership or any other legal interest in the Designs. Upon expiration or termination of this agreement for any reason, Vendor will immediately cease utilizing the Designs.

Option 2 – ATM Services

Vendor at a minimum must provide a cash dispensing ATM in the Nebraskan Student Union beginning June 1, 2019.

Vendor would have the first right of refusal to provide a cash dispensing ATM in the following locations:

Health and Sports Center
Cope Stadium
West Campus – location TBD*

*ATM is not currently located on the west side of campus. University is open to exploring the possibility.

Option 3 – New Student Enrollment (NSE)

A Tier 2 (T2) arrangement whereby the vendor will have exclusive access to set-up a table at UNK’s new student enrollment (NSE) orientation beginning June 1, 2019. Attendance numbers are provided in Exhibit A. Vendor will offer a high-quality, convenient personal banking/financial account to students and financial literacy programming to the campus community. The student bank account must be an opt-in agreement. Students will not automatically be enrolled with a

financial account. The UNK ID Card will not be utilized for student bank account access.

2.4.2 Term of Agreement

The term of the Agreement shall begin based on the option the Vendor is awarded and shall continue through May 31, 2024. There will be an option for five additional one-year periods that may be executed annually by mutual written agreement.

The Company acknowledges that all contracts for marketing or offering accounts under T2 arrangements can be terminated based on complaints received from students or a determination by UNK that the T2 arrangement considered as a whole is not consistent with or is above prevailing market rates.

2.5 Vendor Banking

2.5.1 Provide a comprehensive list of account services associated with student accounts being offered as part of this proposal. Include such items as transaction volume limits, ATM daily withdrawals, funds availability policy and practice, online banking, online bill pay, overdraft protection, mobile banking, and credit history verification policy. Include any standard account services not listed above. Use the template provided as EXHIBIT B.

2.5.2 Provide a comprehensive fee schedule as it applies to the student accounts being offered as part of this proposal. Use the template provided as EXHIBIT B.

2.5.3 Will the program account privileges continue for account holders when they leave the University? Describe the policy regarding account holder separation from the University.

2.5.4 Describe your financial education plan and options for students.

2.5.5 Are you able to open an account for a student that owes your financial institution or another financial institution money and therefore may be deemed un-bankable? If so, please describe account options and process for opening such account.

2.5.6 Do you have any legal or policy requirements for opening accounts for foreign nationals? If so, please describe.

2.5.7 Describe programs specifically tailored to foreign nationals.

2.5.8 What steps, if any, do you take to prevent/deter identify theft? How do you assist customers who have been victims of identity theft?

2.5.9 Provide a comprehensive list of customer service policies/procedures. Do you charge customer service fees to account holders? If so, describe.

2.6 Compliance

Describe how you will assist the university in complying with the Department of Education Rules and Regulations for T2 arrangements as described in the Federal Register/Vol. 80, No. 210, 34 CFR Part 668.164 including but not limited to:

2.6.1 Inform the student in writing that he or she is not required to open or obtain a financial account or access device offered under this contract.

2.6.2 List and identify the major features and commonly assessed fees associated with the account offered under this contract and the URL for the terms and conditions of same account following the format, content, and update requirements specified by the Secretary of the Department of Education (Secretary) in a notice published in the Federal Register.

2.6.3 Ensure that the student's consent to open the financial account has been obtained before any access device or any representation of an access device is sent to the student.

2.6.4 Inform the student of the terms and conditions of the financial account before the financial account is opened.

2.6.5 Disclose conspicuously on the University of Nebraska at Kearney's website the contract establishing the T2 arrangement between UNK and the Vendor in its entirety, except for any portions that, if disclosed, would compromise personal privacy, proprietary information technology, or the security of information technology or of physical facilities.

2.6.6 Provide to the Secretary an up to date URL for the contract.

2.6.7 No later than 60 days following the most recent completed (Title IV Federal Financial Aid) award year, disclose conspicuously on University of Nebraska at Kearney's website in a format established by the Secretary and post to the URL that is sent to the Secretary for publication in a centralized database accessible to the public:

2.6.7.1 The total consideration for the most recently completed award year, monetary and non-monetary, paid or received by the parties under the terms of the contract and;

2.6.7.2 The number of students who had financial accounts under the contract at any time during the most recently complete award year and the mean and median of the actual costs incurred by those account holders.

- 2.6.8** Ensure that the student accountholder can execute balance inquiries and access funds deposited in the financial account through surcharge-free in-network ATMs sufficient in number and housed and serviced such that the funds are reasonably available to the accountholder including times when the University makes direct payments into them.
- 2.6.9** Ensure that the financial account offered under this contract is not marketed or portrayed as, or converted into, credit cards.
- 2.6.10** Ensure that the terms of the accounts offered pursuant to a T2 arrangement are not inconsistent with the best financial interest of the students opening them. (University will conduct reasonable due diligence reviews at least every two years to ascertain whether the fees imposed under the T2 arrangement are considered as a whole, consistent with or below prevailing market rates)
- 2.6.11** Ensure students incur no cost for opening the account or initially receiving or activating an access device
- 2.6.12** The requirements for a T2 arrangement no longer apply with respect to a student who has an account under the T2 arrangement when the student is no longer enrolled and there are no pending title IV disbursement, except that student will still be included in the calculation under 2.6.7.1 and 2.6.7.2 above.
- 2.6.13** Student Loan Representation and Warranty. University and Vendor represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Proposal are unrelated to whether the University refers student loans to Vendor and to the amount of any such referrals. Vendor and University represent and warrant that royalty or other payments made by Vendor to the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

2.7 **ATM**

- 2.7.1** Provide a list and description of the ATM equipment planned for each location, including but not limited to manufacturer's name and model number. Include only those brochures, photos, and descriptive literature which fully describe the equipment.
- 2.7.2** Describe the ATM functions that will be provided for each ATM location. See EXHIBIT D for ATM locations (NSU is the Student Union, HSC is the Health Sports Center, and Foster Field is the football stadium), monthly transaction totals and monthly surcharge and surcharge free withdrawal transaction totals for the Student Union location. The University does not have data for the HSC and Foster Field locations.
- 2.7.3** Describe how ATMs are ADA compliant.

- 2.7.4** Do the proposed ATMs support multiple languages? If so, please list the languages supported.
- 2.7.5** Describe in detail your program of preventative maintenance and regular replacement of worn and/or malfunctioning equipment.
- 2.7.6** Please describe process and schedule for filling ATMs with money. How will you know that ATMs need to be filled and/or repaired?
- 2.7.7** ATM equipment should fit within the existing space provided at the current locations on campus. Will this be a problem? If so, please explain.
- 2.7.8** University reserves the right to increase or decrease the number and locations of the ATMs during the term of the contract. Please indicate how the revenue/cost sharing will be determined. Both parties must mutually agree before a change is made. (Please note that the Vendor will be given first right of refusal for new ATMs and if the Vendor so declines, the University has the right to select another Vendor to install and service the new ATM).
- 2.7.9** Indicate ATM networks of which Vendor is presently a member.
- 2.7.10** Provide the hours and locations of existing ATMs.
- 2.7.11** Describe in detail the Vendors ability to provide monthly reporting of ATM Transactions by location and by transaction type.
- 2.7.12** Please provide samples of customary monthly reports.
- 2.7.13** What methods of delivery are available for reporting?
- 2.7.14** Please outline your anticipated transition plan for installation of required ATMs and any additional locations of interest.
- 2.7.15** Provide a schedule of milestone target dates necessary for full implementation of a resultant ATM contract.
- 2.7.16** How long do you estimate it will take to install ATM equipment and have the ATM be fully functional?

2.7.17 Based on previous projects of a similar scope, identify any problematic items and how these issues were mitigated.

2.8 Implementation/Transition

2.8.1 Provide an implementation schedule based on the services requested in this RFP.

2.8.2 What type of marketing material(s) will you supply? Provide examples.

2.8.3 Provide any proposed contract documents that are required to establish a relationship between Vendor and the University, or any third party such as software license agreements, support agreements, etc., they must be included as part of your response to this proposal to be considered.

2.9 References

2.9.1 Has your financial institution been involved in any similar university card programs? If so, provide a list of other card program clients and date of program inception.

2.9.2 Provide two long-term references, as well as at least one recent reference (start-up within the last 24 months), of campus card partnerships. Include reference names (i.e. company or university), names of contacts, telephone numbers, and duration of contract. Provide a short description of the services provided to these references.

2.10 Insurance

2.10.1 The Vendor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Nebraska, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses, including attorney fees arising out of the negligent acts or omissions of Vendor, its agents and employees not otherwise the result of the negligence, misconduct or other fault of the University, its employees or agents.

2.10.2 The Vendor shall bear the full and complete responsibility for all risks of death, personal injury, damage or loss of equipment, products or money, or other claims resulting from the negligent acts or omissions of Vendor, its agents and employees in its performance under the contract award and shall not penalize the University for any such losses.

2.10.3 The Vendor shall secure the following listed coverage in the minimum limits as follows:

Coverage
Worker's Compensations (WC)

Minimum Limits
Statutory

<i>Employer's Liability</i>	<i>\$500,000 bodily injury per occurrence</i> <i>\$500,000 bodily injury by disease per occurrence</i> <i>\$500,000 bodily injury by disease aggregate</i>
<u><i>Commercial General Liability (CGL)</i></u>	
<i>General Aggregate</i>	<i>\$1,000,000 per occurrence</i> <i>\$1,000,000 aggregate</i>
<i>Including Product Completed Operations</i>	<i>\$1,000,000 per occurrence</i>
<u><i>Automobile Liability (including hired & non-owned)</i></u>	
<i>Combined Single Limit</i>	<i>\$1,000,000</i>

Contractor's Certificate of Insurance – successful Vendor will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage and workman's compensation coverage. This certificate must be on file with the Office of Facilities Management & Planning prior to any commencement of work. It is absolutely necessary that "The Board of Regents of the University of Nebraska as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. Vendor's Certificate of Insurance, as attached, shall be executed by the successful Vendor and its insurer within (15) days upon notice of award of contract.

SECTION 3: Proposal Submittal Requirements

3.1 Submittals and Bid Opening

One original and four copies, marked accordingly, and one (1) electronic copy of any proposal in response to this RFP must be received by UNK in the Procurement & Payment Services Office, 2504 9th Ave, University of Nebraska at Kearney, Kearney, Nebraska 68849-1240 no later than the date and time set forth on the cover of this RFP. At that time, the proposals will be opened publicly. No proposals received after the opening time will be considered. All proposals submitted, along with any exhibits, addenda or modifications, shall be the property of UNK.

3.2 Submitting of Proposal

3.2.1 Mail: Each Vendor is responsible for making sure their proposal is properly addressed/identified. In order to assure proper processing and receipt, your bid submittal should be returned in a sealed envelope (or parcel) and delivered to/addressed as follows: **University of Nebraska at Kearney, Procurement & Payment Services, 2504 9th Ave, Kearney, NE 68849-1240** along with the applicable “**RFP Number**” and “**Title of Submittal**” to which you are responding.

3.2.2 In person: If you are delivering your proposal in person, it should be sealed, submitted and labeled in the above manner, and given to an authorized member of the Procurement & Payment Services staff. This provides immediate submittal identification.

3.3 Vendor Questions, Clarifications, and Addenda Interpretation

3.3.1 It is the responsibility of each Vendor to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve Vendors of the conditions required as responsive to this RFP.

3.3.2 Except in the course of preliminary conference open to all interested parties, should one be held, no interpretation related to the requirements of this RFP will be made verbally to any Vendor by UNK. Any request for interpretation shall be put in writing and faxed or e-mailed by the Vendor and addressed to:

Scott Benson
Procurement & Payment Services
University of Nebraska at Kearney
Kearney, Nebraska 68849-1240

FAX (308) 865-8668
E-mail: bensonsa1@unk.edu

3.3.3 In order to be given consideration, any requests for interpretation must be received no later than December 21, 2018. Any and all interpretations and any supplemental instructions provided by UNK shall be in the form of a written addenda to the Request for Proposal, which if issued, will be mailed, e-mailed or faxed to all known interested parties or Vendors, or such other form of communication as UNK deems reasonably likely to reach interested parties; provided however, that Vendors who were notified of this RFP by accessing the UNK Procurement & Payment Services website are responsible to check the website from time-to-time in order to inform themselves of any addenda to the RFP. The Vendor, not UNK, is responsible to secure notification and delivery of any addenda. Failure of any Vendor to receive any addenda or other information released by UNK after the initial distribution of this RFP shall not relieve the Vendor from the obligations specified in addenda or other releases. All addenda shall be incorporated in the RFP to the same effect as if they were set out in the initial RFP release. Last day Vendors will receive addendums will be January 9, 2019.

3.3.4 The Vendors are solely responsible for providing their correct mailing addresses, email addresses and fax numbers for any response to inquiries. UNK is not responsible for lost or undeliverable responses.

3.4 Cost of Preparation

UNK will not be responsible for any costs incurred in preparation of the Vendor's proposal.

3.5 Vendor Qualification

UNK may make any investigations deemed necessary or request any documentation to evaluate the ability of the Vendor to perform the specifications of this RFP. The Vendor shall furnish UNK with pertinent information and data upon request. UNK reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a Vendor: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which UNK expects. Conditional proposals will not be accepted.

3.6 Exceptions

Any exceptions with respect to any requirement of this RFP must be specified in writing as part of the submitted proposal. Specific reference must be made to the paragraph numbers and other identifying criteria with respect to any exceptions proposed by the Vendor. Generally, UNK will not look favorably upon the request for any exceptions. However, UNK recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when UNK deems such exceptions promote its best interests. Conditional proposals will not be considered. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions exist and the Vendor will be held responsible for compliance to the detail of all specifications, terms and conditions in this RFP.

SECTION 4: TERMS AND CONDITIONS

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by UNK. All proposals are subject to these terms, unless otherwise explicitly stated.

4.1 General

The specifications, terms and conditions set forth in this RFP and any related award document shall be incorporated by reference, without Vendor exception, into any resulting contract between the University and the successful Vendor. Any additional or different terms proposed by the successful Vendor are not accepted, unless the same are expressly accepted in writing by UNK. The contract may not be changed in any way except by an instrument in writing signed by both parties. The contract cancels and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the contract shall not constitute a waiver of such rights or of any other rights under the contract.

4.2 Termination for Cause

UNK may terminate the contract at any time if the successful Vendor fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, UNK shall provide the successful Vendor with a thirty (30) day written notice of the terms in breach. If after such notice, the successful Vendor fails to remedy the breach within those 30 days, UNK may immediately cancel the contract.

4.3 Contract Assignment

Contracts granted pursuant to this RFP shall not be transferred or assigned without prior written consent of UNK.

4.4 Contract Payments

The Nebraska State Treasurer has directed that individual vendor payments of \$25,000 or more be processed via ACH (direct deposit to vendor's bank). Any Vendor who is not currently set up to receive payments from the State of Nebraska and/or the University of Nebraska via ACH, must complete the State of Nebraska ACH Enrollment Form and forward the form to the Nebraska Department of Administrative Services so that the University can complete payment of invoices generated from the award of this contract. The form can be found at <http://www.treasurer.state.ne.us/documents/tm/pubachform.pdf>.

4.5 Indemnity, General and Patent

The successful Vendor shall indemnify and save harmless UNK and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of UNK or its agents.

With respect to anything provided to UNK by the Vendor pursuant to this RFP, the Vendor shall indemnify the University and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by UNK.

4.6 Governing Law; Venue

The laws of the State of Nebraska shall govern any contract awarded to the successful Vendor. Any dispute arising under any contract awarded, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

4.7 Force Majeure

Neither party to the contract shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of UNK poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the contract in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

4.8 Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies

This contract must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the successful Vendor, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Vendor agrees to indemnify UNK against any loss, cost, liability, or damage by reason of Vendor's violation of any applicable law or regulation. Any successful Vendor must be qualified to conduct the business necessary to the performance of the contract in the State of Nebraska throughout the duration of the contract term or any renewal thereof.

The successful Vendor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Vendor's business.

4.9 Sexual Harassment

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the UNK community. Sexual harassment includes any unwelcome sexual advance, any request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing.
- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions or academic decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working/academic environment.

UNK contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNK employees, students and other members of the UNK community. The employer of any person who UNK, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from UNK premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.10 Investigation and Resolution of Discrimination and Harassment Complaints

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit discrimination or harassment against members of the UNK community on the basis of race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. In the event the University determines that an employee, agent or other person affiliated with the Contractor has engaged in discrimination or harassment, the Contractor will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the discrimination or harassment and to correct its effects, which may include, removal of the employee, agent or other person affiliated with the Contractor from the University campus. Contractor's failure to comply with the University's directive or any other part of the provision will be deemed a material breach of the Agreement, and the University may initiate the termination process in the Agreement.

4.11 Drug Free Workplace

The successful Vendor agrees that in the performance of this contract, neither the Vendor nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing,

possession or use of a controlled substance in conducting any activity covered by the contract. UNK reserves the right to request a copy of the Vendor's Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this RFP.

4.12 Weapons Policy

Possession of firearms, explosives, weapons, dangerous chemicals or fireworks is prohibited on property controlled by the University of Nebraska, in University vehicles and at events sponsored by the University. This policy applies to all members of the general public, students and University employees, except University employees who are specifically authorized to as part of their job responsibilities. Any person violating this policy is subject to University discipline up to expulsion/termination and/or may be charged with the appropriate criminal offense.

4.13 Affirmative Action/Equal Opportunity

The University of Nebraska at Kearney is responsive to University issues which support a diverse work and academic environment. It is the policy of the University of Nebraska at Kearney not to discriminate based upon race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. This policy is applicable to all University administered programs including educational programs, financial aid, admission policies and employment policies. UNK is an Affirmative Action Equal Opportunity employer. Veterans and persons with disabilities are encouraged to apply.

The University affirms a policy of equal educational and employment opportunities, affirmative action in employment and nondiscrimination in providing services to the public. University employees, students and others associated with the University who have not received the benefits of these policies, are encouraged to contact the Human Resources Director/ADA Coordinator.

4.14 Proprietary Information; Confidential Employee Information; HIPAA; FERPA

It is to be expected that the parties to the contract may find it necessary to reveal certain proprietary information to each other. The contract may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the contract should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the contract agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

4.15 Subcontractors

The successful Vendor shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNK. The successful Vendor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of any contract awarded under this RFP; provided however, that no contractual relationship shall exist between any subcontractor and UNK, unless it is evidenced in a separate contract independent of the contract with the Vendor.

4.16 Parking

The successful Vendor and/or its employees and agents will be solely responsible for permits or any fines resulting from parking violations occurring on UNK property. Successful Vendor and any temporary employees are responsible for contacting UNK Police at the Facilities Building, Kearney, Nebraska, at (308) 865-8367 to obtain information regarding parking and to obtain permits.

4.17 Building Rules and Regulations; Tobacco Use:

Employees of the successful Vendor and any subcontractors shall comply with all UNK rules and regulations pertaining to conduct in UNK's facilities. UNK reserves the right to request the removal or replacement of any Vendor or subcontractor employee who fails to comply with such rules and regulations.

The use of all forms of tobacco products is prohibited on University of Nebraska at Kearney property with the exception of parking lots. The prohibition extends to vehicles and venues owned, operated, leased, occupied or controlled by the University. "Tobacco products" includes all forms of tobacco, inclusive of but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes and similar devices and smokeless tobacco products. Enforcement of the policy relies on the respect and cooperation of all members of the University community.

4.18 Use of Premises

To the extent that any contract awarded requires the successful Vendor or its employees or agents to be present on or within UNK's properties, then the Vendor shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful Vendor shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities and other properties adjacent to the Vendor's activities within the scope of the contract and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the contracts.

4.19 Hazardous Waste Generated by Contractors

Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful Vendor in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management

and disposal is successful Vendor's responsibility. Should UNK deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful Vendor's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Vendor and/or billed to the Vendor. University Environmental Health Services is to be notified of all hazardous waste issues.

4.20 Delivery; F.O.B.; Shipping

The successful Vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage and service under warranty for any goods or related services, delivered pursuant to the contract. The successful Vendor shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs and insurance, F.O.B. destination: University of Nebraska at Kearney, Kearney, Nebraska, unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the UNK delivery point.

4.21 Quantity

With respect to quantity of any good purchased under the contract, UNK need not accept any variation in quantity except as specified in the contract. Over-shipments may be returned to the Vendor at its expense, which shall include a reasonable cost for UNK handling, or be retained by UNK at no increase in price.

4.22 Inspection

UNK may, at any time in the course of the contract, inspect, test and approve materials and supplies being used in the performance of the contract, including at the point of manufacture. If inspection and tests are made on contractor's premises, contractor without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the contract shall be subject to final inspection and acceptance by UNK at the delivery destination.

4.23 Defective Goods or Work

UNK, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the contract. All supplies furnished under the contract shall be subject to inspection at F.O.B. destination, and successful Vendor shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment and supplies, along with all records of delivery. UNK may, in addition to any rights it may have by law, prepare for shipment and ship the defective goods, equipment and supplies to the successful Vendor, require the successful Vendor to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful Vendor, including any excess cost.

4.24 Liens

Successful Vendor warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims and encumbrances.

4.25 Federal, State and Local Sales Taxes; Federal Excise Taxes

Purchases made by the University of Nebraska are exempt from the payment of state sales and use taxes and federal excise taxes. Certification of these exemptions will be provided to the successful Vendor upon request.

4.26 Ambiguities

Should the successful Vendor perceive an ambiguity in the contract, the successful Vendor shall request an interpretation from UNK before proceeding. If a successful Vendor fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

4.27 Recycling Policy

When purchasing products, materials or supplies for use, the University, when making such purchases shall actively pursue the purchase of products, materials or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of the University to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials or supplies purchased with post-consumer recycled material.

4.28 Contractor Identification

All Contractor's employees while on campus shall be identifiable as Contractor's employees. This requirement can be met by an employee uniform or clothing identifying the Contractor name or an identification card issued by the Contractor. The Contractor's employee must be prepared to show identification while working on the UNK campus. The Contractor employee uniforms to be provided by the Contractor at Contractor's expense must easily and appropriately identify the Contractor and employees by name. Individuals who are not able to produce this identification may be requested to leave University property. Contractor's employees may be required, at Contractor's expense, to be issued UNK ID Cards designating the Contractor's employee as a contracted vendor of the University.

4.29 Federal Immigration Verification – E-Verified

The successful Vendor, on behalf of itself and any subcontractor to the Contract, agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

4.30 Federal Procurement

No contract shall be awarded to any Contractor/Vendor listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Contractor/Vendor specifically warrants and represents that it is not included on the Debarment List. Contractor/Vendor further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Contractor.

4.31 Legal Relationship

The contractor shall under no circumstances be considered as an agent or employee of the University and shall have no right or authority to, in any manner, obligate the University to any person or company except as authorized in writing by the University.

4.32 Use of University Names and Logos (University Marks)

The contractor shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of the University. Use of University brands generally requires licensing. All marketing materials must be approved by UNK prior to distribution.

4.33 Improper Business Relationships and Conflict of Interest Prohibited

In connection with this RFP, each Vendor shall ensure that no improper, unethical or illegal relationships or conflict of interest exists between or among the Vendors, the University and any staff, faculty and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not, and to decide whether or not Vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.34 Electronic and Information Technology Accessibility

All electronic and information technology procurements, agreements, and contracts shall comply with Section 508 or the Rehabilitation Act of 1998 as amended, and the Nebraska Accessibility Policy to be found at http://www.nitc.ne.gov/standards/accessibility/accessibility_standards.pdf. LB352

4.35 Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246

This form is attached and shall be executed by the successful Vendor upon notice of award.

SECTION 5: PROPOSAL SCHEDULE

Issue Date of RFP	November 30, 2018
Deadline for Questions	December 21, 2018
Addendum (Respond to Questions)	January 9, 2019
Deadline for Receipt of Proposals	January 25, 2019
Presentations (if applicable)	TBD
Notify Selected Vendor	February 22, 2019
Effective Date	June 1, 2019

SECTION 6: LIST OF EXHIBITS

Exhibit A: NSE Schedule and Estimated Student Attendance

Exhibit B: Student Account Features and Fees

Exhibit C: Equal Opportunity Clause and Certification of Non-Segregated Facilities

Exhibit D: ATM Information

University of Nebraska at Kearney
RFP #19-02
Exhibit A –NSE Schedule and Anticipated Student Attendance Numbers

New Students

2019 May 29, 30*

2019 June 3, 4, 5, 6, 10, 11, 12, 13, 17, 18, 19, 24, 25, 26, 27

2019 July 15, 16, 17

UNK anticipates roughly 50 students each day for NSE. On average students brought 1.5 family members. So roughly 100-120 total visitors each day.

Transfer Students

2018 November 30*

2019 April 19*

2019 May 17*

2019 June 20

2019 July 18

***Indicates date is under current Wells Fargo agreement. Will be accessible for following years after June 1, 2019.**

University of Nebraska at Kearney
RFP #19-02
Exhibit D – ATM Information

UNK STUDENT UNION

Year/Month	Withdrawals	Deposits	Balance Inquiry	Statement	Transfer	Bill Pay	Stamps	Other	Total Transactions	Non-Wells Fargo Transactions
201501	766	338	370	6	27	0	1	0	1508	121
201502	904	265	447	7	34	0	1	1	1659	100
201503	875	289	336	5	39	0	0	1	1545	82
201504	996	289	397	6	36	0	3	1	1728	117
201505	243	102	107	0	13	0	0	1	466	35
201506	260	105	124	2	9	0	0	1	501	49
201507	210	83	66	1	14	0	0	0	374	30
201508	630	237	270	4	25	0	0	4	1170	88
201509	994	313	377	7	50	0	2	0	1743	104
201510	1091	301	445	5	39	0	2	1	1884	115
201511	817	306	333	2	33	0	0	1	1492	87
201512	649	259	273	1	38	0	0	0	1220	67
2015 Sub-Total	8435	2887	3545	46	357	0	9	11	15290	995
201601	662	273	374	6	37	0	1	1	1354	88
201602	845	311	375	4	43	0	0	1	1579	121
201603	906	287	340	3	26	0	1	0	1563	88
201604	921	281	360	1	40	0	1	0	1604	116
201605	243	89	96	0	6	0	0	0	434	25
201606	82	36	24	0	7	0	0	0	149	13
201607	133	73	46	1	6	0	0	0	259	36
201608	592	213	245	3	24	0	1	1	1079	178
201609	961	298	349	2	27	0	0	1	1638	289
201610	853	281	303	4	20	0	0	1	1462	229
201611	681	233	280	1	33	0	0	0	1228	206
201612	495	195	163	0	16	0	1	0	870	149
2016 Sub-Total	7374	2570	2955	25	285	0	5	5	13219	1538
201701	590	344	253	6	20	0	0	0	1213	161
201702	682	256	218	2	20	0	0	0	1178	172
201703	738	271	210	5	12	0	1	0	1237	201
201704	675	296	262	3	13	0	0	0	1249	209
201705	315	156	85	0	4	0	0	1	561	84
201706	197	65	55	1	5	0	0	0	323	51
201707	173	89	46	0	3	0	0	0	311	46
201708	644	291	190	2	12	0	4	0	1143	210
201709	846	320	347	6	10	0	1	0	1532	270
201710	678	213	152	5	3	0	0	0	1052	135
201711	618	275	126	1	6	0	1	0	1027	130
201712	367	176	86	1	3	0	0	0	633	93
2017 Sub-Total	6523	2752	2030	32	111	0	7	1	11459	1762
201801	434	246	152	3	5	0	1	0	841	118
201802	537	216	148	3	2	0	0	1	907	165
201803	519	239	139	2	3	0	0	0	902	136
201804	538	240	153	4	6	0	1	0	942	151
201805	4	0	2	0	0	0	0	0	6	3
201809	164	66	45	0	2	0	0	0	277	79
2018 Sub-Total	2196	1007	639	12	18	0	2	1	3875	652



University of Nebraska at Kearney Parking Map - Fall 2018

Document by Facilities Management and Planning

Parking Regulations available at:
www.unk.edu/parkingrules

Visitor Permits are required to park on campus and
may be obtained from UNK Parking Division

Parking Division
2501 19th Avenue
Kearney, NE 68849
308.865.8367
parking@unk.edu
UNK Parking

Parking Map Key:

- | | | | |
|--|------------------|--|------------------------|
| | Faculty/Staff | | Emergency Phones |
| | Commuter | | Parking Meters |
| | Residence Halls | | Accessible Parking |
| | Residence Halls | | 30 Minute Loading Zone |
| | Any Valid Permit | | Motorcycle Parking |
| | State Vehicles | | |

200 400 800 feet

