

UNIVERSITY OF NORTH CAROLINA GREENSBORO

University of North Carolina at Greensboro

Request for Proposal #: 69-MFL-0001

Banking Services - ACH, Check, Virtual Card

Date of Issue: April 4, 2025

Proposal Submission Deadline: May 15, 2025 at 2:00 PM ET

Proposal Opening Date: May 15, 2025 at 3:00 PM ET

Direct all inquiries concerning this RFP to:

Michael F. Logan

Director of Procurement

Email: mflogan@uncg.edu

Phone: 336-334-4104



UNIVERSITY OF NORTH CAROLINA GREENSBORO

Request for Proposal

69-MFL-0001	

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your proposal. Failure to do so may subject your proposal to rejection.

	Vendor Name	
		_
	Vendor eVP#	

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA University of North Carolina Greensboro

Refer <u>ALL</u> Inquiries regarding this RFP to:	Request for Proposal #: 69-MFL-0001 Banking Services
Michael F Logan	Proposals will be publicly opened (virtually):
Director of Procurement Services	May 15, 2025 at 3:00 pm ET via Microsoft Teams
Email: <u>mflogan@uncg.edu</u>	(Meeting Login Information contained in Section 2.4 below)
Phone: 336-334-4104	
Using Agency: UNC Greensboro	Commodity No. and Description: 8412 Banking Services
Requisition No.: N/A	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

• it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*: DATE:		EMAIL:	

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VALIDITY PERIOD Offer shall be valid for at least sixty 60 days from date of bid openin agreement of the parties in writing. Any withdrawal of this offer sh	g, unless otherwise stated here: days, or if extended by mutual all be made in writing, effective upon receipt by the agency issuing this RFF

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer ac	cepted and Contract awarded this day of, 20, as indicated on
The attached certification, by _	·
(Authorized Representative of UNC Greensboro)	

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1.0 PURPOSE AND BACKGROUND

The University of North Carolina at Greensboro (UNCG) is seeking proposals from qualified financial institutions to provide banking services related to outsourced check printing, ACH payments, and virtual credit card payments. This RFP does not include core banking services. The selected financial institution will be responsible for:

- Outsourced Payment Processing: ACH payments, virtual credit card payments, and outsourced check printing. Note that UNCG will want to retain local check printing capabilities.
- Application Portal & Integrations: Online portal capabilities for payment processing, reporting, and integration with UNCG's financial system, Ellucian Banner, as well as UNCG's core bank.
- Supplier Onboarding: Supplier solicitation, data migration, and ongoing management.
- Compliance: Cybersecurity, incident response, business continuity, and SOC1/SOC2 reporting.
- Ongoing Support: Banking, technical, and supplier help desk services.

The intent of this solicitation is to award an Agency Specific Contract for the services described herein.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE (Not Applicable to this Solicitation)

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	University	April 4, 2025
Hold Mandatory Pre-Proposal Conference	University	Date: April 17, 2025
(Meeting Hosted Virtually via MS Teams)		Time: 9:00 AM ET
		Microsoft Teams Meeting ID: 281 216 148 450
		Microsoft Teams Passcode: 27eY6vc6
		Call-In (Audio Only): 336-790-7381
		Phone Conference ID: 860 736 698#
Submit Written Questions	<mark>Vendor</mark>	April 23, 2025 no later than 4:00 PM ET
Provide Response to Questions	University	On or about April 30, 2025
Submit Proposals via NC eVP	<mark>Vendor</mark>	May 15, 2025 no later than 2:00 PM ET
Virtual Bid Opening via MS Teams	University	Date: May 15, 2025
		Time: 3:00 PM ET
		Microsoft Teams Meeting ID: 291946648892
		Microsoft Teams Passcode: uV7VL2Gv
		Call-In (Audio Only): 336-790-7381
		Phone Conference ID: 664 229 379#
Contract Award	University	TBD

2.5 PRE-PROPOSAL CONFERENCE

Mandatory Pre-Proposal Conference (Virtual via Microsoft Teams)

<u>Instructions</u>: It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal conference. Attendees must arrive promptly. All attendance will be documented via the Microsoft Teams meeting. Attendees must clearly indicate the prospective Vendor represented when logging in. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE CONFERENCE, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this conference is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to Michael Logan at mflogan@uncg.edu by the date and time specified above. Vendors should enter "RFP # 69-MFL-0001 Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the electronic Vendor Portal (eVP), https://evp.nc.gov, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

Proposal Submittal via NC eVP

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: https://eprocurement.nc.gov/news-events/evp-updates-vendors.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

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2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the RFP Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all requested information included in Sections 4.5 Experience, 4.6 References, and 4.10 Questions to Vendors
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: TAXPAYER INFORMATION FORM

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #___ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

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3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award.. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

- 1. Acceptable Solution Vendor's proposal adheres to all stated technical and support requirements.
- 2. Vendor Experience and Qualifications Vendor's proposal provides a comprehensive technical approach, with demonstrated experience working with clients of similar size and scope. Vendor possesses the personnel and experience to complete the project on schedule.
- 3. Customer References Professional references of similar size and scope shall be contacted by the evaluation team. Responses from these references shall be documented and considered in the evaluation.
- 4. Total Cost Vendor's proposal addresses the total cost of the solution and associated services.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no

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rioposarivanisci. Os ivii E 0001	vendor.

one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

	YES		NO
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4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Proposal Number: 69-MFL-0001	Vendor:

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 ITEMS FOR VENDOR RESPONSE

In its proposal, Vendor shall respond to each of the following items contained herein. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

Implementation

- 1. Implementation Experience: Describe your firm's experience and capability with regard to the work that is outlined within your response. Also include the experience and capability of the financial institution's consultants that would be assigned to this project. The items to address include, but are not limited to:
 - a. Similar engagements that implemented third party payment processing capabilities
 - b. Higher education application development (particularly integrations with Ellucian Banner) and deployment
 - c. Business process re-engineering implementations (relating to banking and payment processing)
 - d. Prior experience with UNCG (if applicable)
 - e. Other material and/or information as relevant
- 2. Integration Data Flow: Provide an integration data flow diagram that would specify all of the integrations needed with the UNCG financial system as well as integrations to UNCG's core bank (e.g. positive pay files for printed checks).
- **3. Implementation Timeline**: Provide an implementation timeline breakdown that would meet the milestone timeframes of this project, noting the responsibility, timing, and type of internal UNCG resources needed. Is a pilot program for supplier migration / onboarding recommended as part of the timeline?
- **4. Design / Prototype Approach:** What is your design and prototype strategy regarding how you engage your clients and structure the work that needs to be accomplished? Identify how requirements would be gathered, analyze system configuration options, and conduct reviews. Specify the breakdown of the division of responsibilities and effort between UNCG and your firm's consultants.
- 5. Development / Testing Approach: Describe the expertise, tools, and resources that will be provided to assist UNCG with the development and testing (if any). Identify what documentation, training, and support will be provided to users. Specify the breakdown of the division of responsibilities and effort between UNCG and your firm's consultants.

- 6. Deployment / Go-Live Approach/Methodology: Describe what expertise, resources, tools, and support will be provided to assist with the development of interfaces and integration between the proposed solution and UNCG systems (e.g. Ellucian Banner). Provide details about what support will be provided immediately after going live. Specify the breakdown of the division of responsibilities and effort between UNCG and your firm's consultants.
- 7. Stakeholder Engagement: Describe your approach and what process and strategy would be employed to effectively engage subject matter experts throughout the implementation. Describe key times for their engagement and methods and structures used to gather input. Specify the breakdown of effort between UNCG and your firm's consultants.
- 8. Project Management Approach: Respondent should include a complete and detailed description of its overall approach to the management of this effort, including cost containment, schedule management, project leadership, change management practices, risk management, and other typical project management tools and processes that may be employed in this effort. The proposed model for project management and governance that would be used to integrate the consultant and UNCG teams and promote efficient decision-making should be described. Provide a sample project plan and examples of tools used for issue tracking, status reporting, and project tracking.
- 9. Knowledge Transfer / Change Management: Describe your strategy and methodology for training on the proposed payment systems and data flows. Describe the approach to transferring required knowledge to UNCG's functional and technical staff. Describe any training materials that you will provide on data flows, applications, etc. Outline how UNCG should handle internal change management, including communication plans (e.g. is it best practice to share the change with business partners on campus?), training for finance staff, and staff adaptation to new processes.
- 10. Replacement Personnel: Describe how you would work with UNCG to determine replacements for personnel on the project should the need arise. Describe how you would meet the UNCG's requirement to vet project team members and have the right to request the replacement of a team member and to approve new team members. Finally, how would you transfer knowledge to any new team members without increasing the cost or timeline of the project to the University?
- **11. Work Location Philosophy**: Describe your on-site versus remote work philosophy. If on-site work is recommended or required, enumerate any additional costs in attached fee schedules.

Payments Application / Portal

- **12. Capabilities**: Fully describe the system and its various functions. This should include payment tracking / status and approval workflows (e.g. ability to add approvals for high dollar payments, exception handling). Are all services (checks, ACH, virtual credit card) all managed under the same application?
- **13. Security**: Define how secure access is assured and various user roles can be configured for UNCG staff. Explain how UNCG's suppliers' credentials are secured as well. What capabilities and functionalities would UNCG system administrators have within the portal (e.g. adding new users, removing users, settling authorization levels, etc.)?
- **14. Integrations**: Specify how inbound payment files are integrated with UNCG's financial system, Ellucian Banner. This should include information about available APIs and file-based transmission capabilities.
- **15. Fraud Monitoring**: Describe what fraud detection capabilities are built into the application (e.g. fraudulent payments, fraudulent supplier account updates, etc.). Define how transaction logs are maintained and who can access them.
- **16. Reporting**: Provide information pertaining to real-time transaction tracking and reconciliation, including a list of delivered reports. What custom report development capabilities does the application provide? Can reports be downloaded into Excel (or other formats)? Can reports be customized, saved and shared with other users?

- **17. Accessibility**: Provide details on usability, accessibility compliance (ADA/WCAG) for both back-office finance and supplier portals. Information should be documented on a Voluntary Product Accessibility Template (VPAT).
- **18. Mobile Availability**: Describe any mobile application capabilities that you offer for smartphones or tablets (e.g. workflow approvals).
- **19. Application Ownership**: State whether the application/portal management system is wholly owned by your firm. If not, specify the owner of the system and how many years the firm has worked with the owner of the system.
- **20. Supplier / Banking Data**: Describe whether any UNCG staff would be able view and/or modify any supplier or supplier banking data within the application.

Payment Processing

21. Check Processing:

- a. Describe the bank's experience in providing check-printing services. Would checks be printed in house or is this service outsourced?
- b. What is your cut-off time for receiving files for checks to be printed and mailed on the next business day?
- c. Where will checks be printed? Are multiple check printing sites available in the event one site is inoperable (weather, equipment, etc.)?
- d. What quality controls are in place to prevent errors in printing?
- e. Does the bank offer any escheating service that could help UNCG with the due diligence of reaching out to the individuals whose check is outstanding and then fulfill the unclaimed property reporting to the state?

22. ACH Processing:

- a. What are the transmission deadlines for ACH files and how fast are they processed?
- b. When are funds debited from UNCG accounts?
- c. How does your firm advice clients of ACH NOC and returns?
- d. Does your firm offer ACH positive pay services?
- e. Does your firm offer ACH payment services to any type of receiving bank account or are ACH's limited to a specific type of account (personal or business accounts, etc.)?
- f. Describe the process for a UNCG client to go from a no cost ACH plan to a premium paid ACH plan if applicable, including cost and time necessary to complete.

23. Virtual Credit Card Processing:

- a. How will suppliers receive instructions related to UNCG payments made by virtual card?
- b. Will this notification include remittance details? Provide an example of the notification.
- c. If the supplier reverses a payment, identify the impact on the available balance for the card.
- d. Can refunds be posted to the card?
- e. If a supplier does not process a card payment, after how many days does the authorization "expire"?
- f. Before the authorization expires can your system send an automated reminder notice to the supplier informing them that they have a payment that has not been processed and can soon no longer be used?
- g. How will UNCG be notified if a vendor does not process a card payment?
- h. When and how are virtual card payments funded?

Supplier Onboarding & Electronic Payment Adoption

24. Strategy Development:

- a. Provide information on how your firm would recommend building a strategy for supplier onboarding and electronic payment adoption (e.g. specific payment terms relating to each payment type), with a particular focus on increasing virtual credit card payments and reducing paper check usage.
- b. Share past strategies that have been successful to maximize potential rebate dollars. Include information on how historically underutilized businesses are impacted (or excluded) from such strategies.

25. Solicitation Campaigns:

- a. Share how suppliers are invited to participate in the electronic payments environment. How often would you propose to contact suppliers who initially chose not to accept payment by card? For suppliers unwilling to accept payment by virtual card, can your enrollment process attempt to convert payment to ACH?
- b. What supplier information does UNCG need to provide to support enrollment campaigns?
- c. How often are enrollment campaigns executed and what is the UNCG effort involved in each?
- d. Detail ongoing communication plans, follow-up strategies, and escalation procedures for hesitant suppliers. As part of the communication plan, does your firm send letters, emails or phone calls? Where are call center staff located?

26. Data Migration:

- a. Can existing supplier payment elections and information be migrated to your firm's new application to avoid any loss of rebate potential?
- b. If data can be transferred, describe the secure data extraction and transfer process from UNCG's existing system.
- c. If suppliers must re-enroll in the new application, what rebate melt should UNCG expect as part of the transition?

27. Onboarding Process:

- a. Provide a step-by-step outline of supplier registration and validation process.
- b. Provide information about fraud prevention measures and indemnification for UNCG.
- c. Does the financial institution provide any sanctioned party screening (e.g. OFAC, GSA, etc.) as part of the supplier onboarding process?
- d. Define fraud detection and validation methods used to prevent incorrect data entry on the part of suppliers.

Compliance & Business Continuity

- **28. Cybersecurity**: Share specific information about security controls and encryption standards. Provide your firm's incident response plan, which should include the timeframe in which UNCG would be notified of an incident.
- **29. Disaster Recovery & Business Continuity**: Provide information about your firm's redundancy plans for uninterrupted service. Be specific about Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) for the provided services. Share a summary of your firm's most recent business continuity test.
- **30. SOC1** and **SOC2** Reporting: Provide a current (e.g. less than a year old) SOC1 and SOC2 report for your firm that covers all proposed services and applications. If additional compliance documentation is available, share that as well. Be clear about any complimentary controls that UNCG should have in place in order to ensure a secure data and payments environment. Describe the process to receive these audited reports each year as they become available.

Financial Considerations

31. Implementation Fees:

- a. Detail any specific costs relating to the implementation, including any integration development on the part of the financial institution.
- b. Describe how the firm expects to defray any costs UNCG experiences due to the program transition (e.g. internal development costs).

32. Processing Fees:

- a. Specify the detailed cost structure for ACH, check printing, and virtual card transactions, including any batch file and individual transaction fees, and any other expected fees to perform the services.
- b. Specify if there are any potential unexpected costs, including for API access, integration maintenance, or premium support tiers.
- c. Specify how any fees associated with any future services (including technology or program enhancements) would be handled. Be specific about the price discounts UNCG expects to receive.
- d. If there is no fee for the basic ACH service, specify if there are any ACH plans where fees are applicable to UNCG clients.

33. Rebates:

- a. Provide information about the rebate structure and terms based on transaction volume.
- b. Specify how often rebates are paid (e.g. quarterly, annually).
- c. Specify if any transactions are excluded from any rebate calculations or provide for a different rebate amount (e.g. high dollar transactions).

Ongoing Support

Post-implementation, ongoing support is critical for the UNCG team and its many suppliers. Provide information for how your firm will provide support, including:

34. Banking Support:

- a. Describe how relationship management works and escalation protocols.
- b. Where is the banking support located?
- c. Provide information about how the firm shares routine (e.g. quarterly, semi-annual) progress status reports about the health of the program, including fees, rebates and supplier onboarding/payment conversion success.

35. Technical Support:

- a. Describe the availability of your firm's dedicated support team.
- b. How does the UNCG team interact with this support?
- c. Provide specific SLA response times for issues encountered.
- d. Where is the technical support located?

36. Supplier Help Desk:

- a. What support is available to suppliers for onboarding and troubleshooting. Does this include multichannel support options (e.g. phone, email, portal)? Provide information about support resolution times.
- b. Are UNCG suppliers handled by a dedicated team?
- c. Where is the supplier help desk located?
- 37. Training Beyond Implementation: Specify the frequency and availability of refresher training for UNCG staff.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The University of North Carolina at Greensboro (UNCG) is seeking proposals from qualified financial institutions to provide banking services related to outsourced check printing, ACH payments, and virtual credit card payments. This RFP does not include core banking services. The selected financial institution will be responsible for:

- Outsourced Payment Processing: ACH payments, virtual credit card payments, and outsourced check printing. Note that UNCG will want to retain local check printing capabilities.
- Application Portal & Integrations: Online portal capabilities for payment processing, reporting, and integration with UNCG's financial system, Ellucian Banner, as well as UNCG's core bank.
- Supplier Onboarding: Supplier solicitation, data migration, and ongoing management.
- Compliance: Cybersecurity, incident response, business continuity, and SOC1/SOC2 reporting.
- Ongoing Support: Banking, technical, and supplier help desk services.

Annual data: Checks (9,800 and \$163m), Virtual Card (544 and \$2.2m) and ACH (1400 and \$18.4m)

5.2 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Item #	Specifications
1	The firm must be a registered financial institution with regulatory oversight from the Federal Reserve, FDIC, OCC, or a comparable national regulatory body ensuring compliance with banking laws and financial best practices.
2	The firm must have a demonstrated ability to handle high-volume, complex payment processing securely and efficiently.
3	The firm must comply with all federal, state, and institutional financial regulations, including but not limited to: Dodd-Frank Act regulations Anti-Money Laundering (AML) laws Bank Secrecy Act (BSA) compliance Office of Foreign Assets Control (OFAC) requirements NACHA regulations for ACH processing
4	The firm must provide evidence of financial stability, including recent audited financial statements and creditworthiness ratings from agencies such as Moody's, S&P, or Fitch.
5	The service offering should include the following outsourced supplier payment methods: paper checks (including mailing), ACH and virtual credit card payments (specifically through the MasterCard or Visa networks). Note that UNCG will also retain the option to print checks locally.
6	 A payments portal should be accessible to UNCG staff. This portal should contain, at a minimum, these features: Reporting/dashboarding, pertaining to supplier onboarding status, supplier preferred payments settings, payment status/volume, etc. Ability to schedule payments submitted into the portal Workflows to support, for example, additional high dollar payment reviews and approvals Secure credentials that require multi-factor authentication (preferably unphishable MFA options such as passkeys); users access should be configurable and appropriate for the users given rights to the portal Audit trail of all transactions, workflow approvals, etc.

	Vendor.
7	 A portal available to suppliers that would, at a minimum, contain these features: Maintenance for payment preferences that support UNCG's payment strategy and any needed internal UNCG approvals Reporting for information about payments (at least those made via ACH and virual credit card) Secure credentials that require multi-factor authentication (preferably unphishable MFA options such as passkeys); users access should be configurable and appropriate for the users given rights to the portal Audit trail of all transactions, workflow approvals, etc.
8	The service offering must support an integration from the UNCG's financial system, Ellucian Banner, that would contain payment information by supplier as well as integrations back into Banner that would provide payment document information to support any payments reporting and banking reconciliations. Note that payment preferences would not be included in the file since this would be maintained by the firm in the portal.
9	The firm must build any necessary integrations from the firm to UNCG's core financial institution for key data flows such as positive pay files for the outsourced check printing.
10	The firm must execute an initial supplier onboarding effort to transition existing suppliers. Every effort must be made to reduce any supplier melt relating to electronic (particularly virtual credit card) payments. This onboarding effort should be made at no charge to UNCG.
11	Before and after onboarding, suppliers must have access to a support desk that can help with technical or payment issues.
12	Suppliers must not be charged by the firm to participate in this program for any payment method (except for any banking or merchant fees charges by the supplier's own bank).
13	The firm must offer a bank verification service to ensure banking information entered by the supplier for ACH payments is correct and not fraudulent. This verification service should follow appropriate NACHA regulations.
14	The service offering must include an indemnification clause for UNCG to protect it from fraudulent payments due to issues relating to the execution of this service.
15	 The firm should include a supplier screening service as part of the onboarding process covering TIN matching from a W-9 federal or state government agency sanctioned or debarred list (e.g. OFAC) reviews; this should also include ongoing monitoring post supplier onboarding.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the University a contract manager and customer service point(s) of contact. The contract manager shall be the University's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service. The customer service point of contact shall be the University's point of contact for customer service-related issues.

	Contract Manager Point of Contact	Customer Service Point of Contact
Name:		
Office Phone #:		
Mobile Phone #:		
Email:		

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, may be required to meet monthly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

Vendor:	

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Proposal Number: 69-MFL-0001	Vendor:

7.0 ATTACHMENTS

IMPORTANT NOTICE

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: COST PROPOSAL

In its submission, Vendor shall produce a Cost Proposal detailing all associated cost structures, pricing, and/or fees for the services to be provided. Similarly, an annual cost estimate should be provided in the Cost Proposal. Annual payment data is provided below for reference when estimating annual cost:

Checks: 9,800 (\$163m)
 Virtual Card: 544 (\$2.2m)
 ACH: 1,400 (\$18.4m)

The Cost Proposal shall be clearly identified within the bid submission document as "ATTACHMENT A: COST PROPOSAL".

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: https://ncadmin.nc.gov/media/15503/open

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download

ATTACHMENT H: TAXPAYER INFORMATION FORM

Complete, sign, and return the Taxpayer Information Form, which can be found at the following link:

 $\underline{\text{https://accountspayable.uncg.edu/wp-content/uploads/UNCG-Taxpayer-Information-Form-Revision-03.22.2023.pdf}$

*** Failure to Return the Required Attachments May Eliminate Your Response from Further Consideration ***