

COLLEGE OF DuPAGE
COMMUNITY COLLEGE DISTRICT NO. 502

REQUEST FOR PROPOSAL

BRANCH BANKING SERVICES

April 25, 2005

TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Philosophy of Service

1.2 College Background

2.0 SOLICITATION AND INSTRUCTIONS

2.1 Invitation

2.2 Objective

2.3 Inspection of Service Locations

2.4 Pre-Proposal Conference

2.5 Schedule of Events

2.6 Financial Institution's Response

2.7 Rejection of Proposal

2.8 Project Clarifications

2.9 Proposal Modifications

2.10 Compliance

2.11 Proprietary Data

2.12 Regulations

2.13 Total Return

2.14 Qualifications

2.15 Withdrawal of Proposals

2.16 Acceptance

2.17 Investigation of Financial Institutions

2.18 Disclosure of Independence and Relationship

2.19 Execution, Negotiation and Award

2.20 Basis of Award

3.0 PROJECT SUMMARY

3.1 Scope of Proposal

3.1.1 Financial Services Operations

3.1.2 Automated Teller Machines

3.1.3 Financial Commitments

3.2.1 Term

3.2.2 Termination

3.3 Liability Insurance

3.4.1 Financial Institution Liaison

3.4.2 College Liaison

3.4.3 Management

3.4.4 Taxes, Permits and Licenses

3.4.5 Laws and Regulations

3.4.6 Indemnification

3.4.7 Financial Institution's Status

3.4.8 Assignment and Subcontracting

3.4.9 Use of College Name

3.4.10 Access to Student Information

3.5 Facilities and Equipment

3.6 Maintenance and Sanitation

3.7 Utilities and Services

3.8 Security and Illegal Acts

3.9 Excluded Services

4.0 FINANCIAL INSTITUTION QUALIFICATIONS

5.0 FINANCIAL INSTITUTION PROPOSAL FORMAT

PROPOSAL EXHIBITS

- A Facilities Master Plan Site Plan**
- B Parking Structure Site Plan**
- C Academic Calendar**
- D1 Student Portrait**
- D2 Student Demographics I**
- D3 Student Demographics II**
- D4 COD Staffing**
- E1 Pre-Proposal Site Map**
- E2 Directions to COD**

1.0 INTRODUCTION**1.1 PHILOSOPHY OF SERVICE**

This Request for Proposal (RFP) is for the professional management and operation of Retail Financial Services for the College of DuPage. The College of DuPage (College) requests proposals from qualified Financial Institutions desiring to enter into an Agreement for operation of branch banking services to students, employees and the community. The College anticipates such services to be provided by financial institutions such as, but not limited to, banks, savings & loans, credit unions, or other types of financial institutions offering such services.

Students, faculty, staff and the Community should all be considered valuable customers, regardless of the amount of business that they provide. The staff that provides financial services should consider their mission as a critical service to the College rather than that of a profit-making venture. Customers should always perceive staff as being interested in providing the best possible service to the community.

The Financial Institution should continuously initiate new customer service programs, which are focused on the needs of the academic community. These programs should serve as an ongoing demonstration to both faculty and students that the institution is the best place to fill their needs for financial services. The Financial Institution should conduct specific and detailed measurement of customer service programs and implement appropriate plans to address findings as a method of continuous improvement.

1.2 COLLEGE BACKGROUND

The College of DuPage is a comprehensive public community college, founded in December 1965 under authority of the Illinois Community College Act. The College is located in Glen Ellyn which is approximately thirty-five miles west of downtown Chicago. The enrollment consists of commuting credit and noncredit students numbering approximately 34,000 (17,000 FTE's), enrolled in transfer, occupational/technical, and community service programs. The College is projecting flat to slight enrollment growth for the next five years. In addition, the College employs approximately 3,000 individuals in administrative, academic and clerical functions.

The College's Main Campus is located at 425 Fawell Blvd. in Glen Ellyn, where there are 9 buildings totaling approximately 1,350,000 square feet on a 273 acre site. The College offers credit and non-credit classes at the Glen Ellyn campus and more than 90 satellite locations throughout the District, including the Naperville Center, (located at 1223 Rickert Drive); Westmont Center, (located at 650 Pasquinelli Drive), and Addison Center, (located at 301 S. Swift Road). The College is the midwest's largest comprehensive, single-campus community college serving the educational and cultural needs of the 1,000,000 residents of Community College District 502. Community College District 502 encompasses 357 square miles and consists of 50 communities from most of DuPage and parts of Will and Cook counties.

The College will operate on a semester based academic schedule beginning as of Fall 2005 and offers courses throughout most of the calendar year. Academic terms will include the fall semester, winter semester and multiple summer sessions. Classes are offered during the day, evening, and weekends as well as via the Internet and cable television. The College's current academic calendar is attached, Exhibit C. You can also visit the College on the web at www.cod.edu.

College of DuPage facilities provide numerous conveniences and services including a food court, vending, catering, billiards, amusement games, bookstore, library, arts theaters, fitness centers, student daycare co-op, informational kiosks, conference and meeting rooms, lounge areas, and computer labs. The College promotes student-initiated programs and provides activities that include a film series, lecture series, concerts, and special interest programming.

2.0 SOLICITATION AND INSTRUCTIONS

2.1 INVITATION

Sealed Proposals for RETAIL FINANCIAL SERVICES will be received by the College of DuPage, Community College District 502, at the office of the Purchasing Manager, SRC building Room 2049J, 425 Fawell Blvd., Glen Ellyn, IL 60137-6599, until **May 20, 2005 at 2:00 p.m. CST**. There will be no public opening of any proposals received.

This Request for Proposal is an instrument for enabling College of DuPage in making the best possible decision in creating a business relationship with the selected Financial Institution. This RFP specifies the expected minimum level of service in the Financial Institution. It is important that each Financial Institution provide College of DuPage with the information requested in this RFP, in the manner in which it is requested. Proposals submitted by any Financial Institution must respond to all proposal and proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in this Request for Proposal. All inquiries regarding this proposal are to be directed only to Janet Fix, Purchasing Manager, College of DuPage, by e-mail to fixjan@cdnet.cod.edu.

Information provided must be in complete compliance with the instructions. The information requested and the manner of submission are essential to permit equitable evaluation of all proposals. College of DuPage may choose to reject any proposal in which information requested is not furnished or where incomplete information is provided. Wherever repetition occurs in the Request for Proposal, with regard to similar requests for information, Financial Institutions need not repeat the information. However, reference should be made to the specific location in the proposal where the information is already recorded.

In submitting a proposal, the Financial Institution agrees that the proposal remains valid for ninety (90) calendar days after the closing date for submission of proposals and may be extended beyond that time by mutual agreement.

2.2 OBJECTIVE

The primary objective of this Request for Proposal is to identify the Financial Institution that can offer the highest quality service at the lowest costs to the user community for products and services provided. Any space provided under this agreement shall be used primarily for providing typical financial services to the community. The Financial Institution shall assume the cost of decorating and renovating the area beyond its existing condition, including, but not limited to, painting, carpeting, ceiling, lighting, walls, doors, HVAC, electrical, and wall covering. The College of DuPage reserves the right of final approval of any work associated with this space in order to maintain standards established by the College. The Financial Institution must bear all costs for facility improvements beyond the initial construction.

2.3 INSPECTION OF SERVICE LOCATIONS

All Financial Institutions submitting proposals for services may visit the campus prior to proposal opening for the purpose of determining conditions pertinent to their proposals during normal college operating hours. College of DuPage is an open campus and no prior notification is required.

2.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held at College of DuPage at the time, date and place indicated below. This conference may be recorded.

Location: Student Resource Center, Room 2052
425 Fawell Blvd.
Glen Ellyn, IL 60137-6599
Date: **Wednesday, May 4, 2005**
Time: 10:30 a.m. CST

Please RSVP to the Purchasing office at (630) 942-2216 with the number of attendees for the pre-proposal conference so that adequate seating can be arranged. Please see Exhibit E for maps and directions.

2.5 SCHEDULE OF EVENTS

Issue of Request for Proposal	April 25, 2005
Pre-Proposal Meeting	May 4, 2005
Financial Institutions Questions due to College	May 9, 2005
College Response to Questions due	May 12, 2005
Proposal Due Date	May 20, 2005
Committee Evaluation	May 23 – June 12, 2005
Financial Institution Presentations (tentative)	May 30 – June 3, 2005
Presentation to Committee of the Whole (tentative)	June 13, 2005
Presentation to Board of Trustees (tentative)	June 15, 2005
Award of Agreement (tentative)	June 16, 2005
Start up (tentative)	January 1, 2007

2.6 FINANCIAL INSTITUTION'S RESPONSE

Proposals shall be submitted at the time and date stated above. Any proposal received after the time and date stated above will be returned, unopened to the sender, no matter what date it was mailed. The College shall not be responsible for proposals that are not received at the specific office location indicated above by the stated deadline or delivery delays of any kind. It is the Financial Institution's responsibility to ensure adequate lead times are allowed for delivery. Offers submitted as part of this proposal must be firm. No proposal will be accepted on the basis of price prevailing at time of services or conditional to any other event. Any information received as part of any proposal shall become the property of the College of DuPage.

Proposals shall be typed and prominently identified with the project title, submittal date, time and the name and address of the company. The company name shall appear on each page of the proposal. All submittals shall contain a total of **ten (10) copies** of the proposal and shall be delivered in sealed cartons also marked with the identifying information stated above. Proposals shall incorporate all terms, provisions and specifications of the

Request for Proposal. Financial Institutions are required to complete proposal forms, and all appendices in their entirety. Failure to complete said proposal forms may result in rejection of proposal.

2.7 REJECTION OF PROPOSAL

The Financial Institution acknowledges the right of the College to reject any or all proposals received, to negotiate with any Financial Institution considered qualified, and to make award without further discussions, or to waive any informality or irregularity in any proposal received, and to accept that proposal which is considered to be in the best interest of the College of DuPage. In addition, the Financial Institution recognizes the right of the College to reject a proposal if the Financial Institution failed to submit the data required by the proposal documents, if the proposal is in any way incomplete or irregular, or if a proposal is not deemed suitable for the purpose for which it is intended by the College.

Non-acceptance of a proposal shall mean that another was deemed more advantageous to the College, or that all proposals were rejected. Financial Institutions whose proposals are not accepted shall be notified after a binding contractual agreement between the College and the selected Financial Institution exists, or after the College has rejected all proposals. Notification of award to the chosen Financial Institution is tentatively scheduled to take place approximately ninety (90) days after the due date. The Board shall be the sole judge of whether any proposal is the most responsible or qualified. Any such decision shall be considered final.

2.8 PROJECT CLARIFICATIONS

If any Financial Institution submitting a proposal for this project is in doubt as to the true meaning of the specification or other documents or any part thereof, Financial Institution shall request clarification from the Purchasing Manager, Janet K. Fix, by e-mail to fixjan@cdnet.cod.edu. All requests for clarifications, or other type of communications regarding this proposal, must be submitted in writing. No questions or clarifications shall be accepted for this proposal after **May 9, 2005**, to allow the College sufficient time to respond.

All questions shall be answered in writing through a proposal addendum, and both the question and response shall be sent to all proposal Financial Institutions. All addenda shall become part of the proposal/Agreement documents. The College of DuPage shall not be responsible for any explanation, interpretation or communication made that does not follow this procedure.

2.9 PROPOSAL MODIFICATIONS

All proposals shall be submitted with each space properly completed. Changes of specifications, explanations or statements which the Financial Institution wished to make must be written on or attached to the Proposal Form. Unless indicated, it is understood that the proposal is in strict accordance with specification requirements. Proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation.

Should a Financial Institution find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Purchasing Manager in writing, who will issue the necessary clarifications to all prospective Financial Institutions by means of addenda.

2.10 COMPLIANCE

Submissions under this Request for Proposal shall be for services at least equal to or exceeding the quality and performance characteristics stated herein. The Financial Institution warrants that he/she is familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. Failure to provide complete documentation of the project compliance with specifications required may result in rejection.

2.11 PROPRIETARY DATA

All items developed and submitted in response to this Request for Proposal shall become the property of College of DuPage and the Financial Institution shall not use, disclose, or furnish others any information relative to such items without first obtaining the written consent of College of DuPage, and then only subject to such conditions as College of DuPage may prescribe. Any restrictions on the use of data contained within a proposal must be clearly stated on the proposal itself. Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable College of DuPage procurement regulations, available upon request. It is not acceptable for a proposal to be marked "proprietary" in its entirety.

However, should the determination of any proprietary information or exempt trade secrets be challenged, the College will tender the defense of the action to the Financial Institution's company and expect you to defend, indemnify and hold the College harmless from any and all liability including attorneys fees (5 ILCS 140/11 (I)). All proposals indicating any such restrictions must be acknowledged in writing as a part of this proposal, that the Financial Institution's company will defend, indemnify and hold the College harmless from any and all claims arising under the Freedom of Information Act. Under no circumstances will any requests to redact proprietary information be honored without this written acknowledgment.

2.12 REGULATIONS

Financial Institution's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination, and intimidation of employees. Any company or organization to be awarded an Agreement for services must be in compliance with and all rules and regulations associated with the Fair Employment Practice Act, Federal E.E.O.C., Title VII of the Civil Rights Act, Americans with Disabilities Act and the Illinois Human Rights law. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

In the hiring of employees for the performance of work under the Contract and any subcontract thereunder, no Financial Institution or Subcontracted Financial Institution shall, by reason of race, color, age, national origin, sex, disability, ancestry, marital status, religion or unfavorable military discharge discriminate against any citizen of the United States, in the employment of labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Financial Institution or Subcontracted Financial Institution, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, age, national origin, sex, disability, ancestry, marital status, religion or unfavorable military discharge.

2.13 TOTAL RETURN

Proposals shall show total return to College of DuPage for the privilege of providing the services specified. Proposals requesting any type of payment, subsidy, or financial support from the College shall not be considered. Should Financial Institution notice obvious omissions in the outline of service, such omissions should be included and noted in Financial Institution's response proposal. Hidden cost(s) revealed during the performance of the Agreement will be construed as misrepresentation of service and shall void award of the Agreement.

2.14 QUALIFICATIONS

In order for a Financial Institution to be considered for award, he/she must be well recognized for their financial services capabilities. The Financial Institution must be ordinarily engaged in the business of operating retail financial services and have sufficient experience and financial resources to provide the services specified in this proposal. The Financial Institution shall have available adequate staff, expertise, experience, organization, and support personnel to perform this work within the time frame specified. Financial Institutions must also adequately demonstrate the capability and expertise necessary to cope with the requirements of the work to be performed.

The Financial Institution must presently be engaged in at least three (3) such operations and have successfully operated a retail financial service of a similar nature and size for a minimum of two (2) years. Preference may be given to Financial Institutions that possess comparable branch office experience at comparable educational institutions.

The College reserves the right to request additional information to determine the responsibility of the apparent successful Financial Institution relative to its ability to comply with the terms and conditions of this Request for Proposal.

2.15 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of proposals. However, no proposal shall be withdrawn for a period of ninety (90) days after the date of receipt without the consent of Board of Trustees.

2.16 ACCEPTANCE

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

Each Financial Institution by making their proposal represent that they have read and understand the proposal request and the specifications; and that they have visited the site and have familiarized themselves with the local conditions under which the services are to be performed; and that their proposal is based upon the labor and materials required to perform the work in its entirety.

2.17 INVESTIGATION OF FINANCIAL INSTITUTIONS

The Purchasing Manager will make such investigation as is necessary to determine the ability of the Financial Institution to fulfill proposal requirements. The Financial Institution shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services or supplies similar to that included in this proposal. Failure to provide such information in a reasonable time frame shall be grounds for disqualification as being non-compliant. The Board of Trustees reserves the right to reject any proposal if it is determined that the Financial Institution is not properly qualified to carry out the obligations of the proposal.

2.18 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Each Financial Institution shall disclose the name of each individual having a beneficial interest of more than 7 ½ % in the Financial Institution's enterprise and, if the Financial Institution is a corporation, the names of all its officers and directors. Said disclosure shall be in writing and attached to the proposal when submitted. The Financial Institution is further obligated to notify the College of DuPage of any changes in its ownership or officers at the time the change occurs.

Such disclosure shall contain a statement certifying in writing to the College that no relationship exists between the successful Financial Institution, its owners, partners or employees and the College that interferes with fair competition or is a conflict of interest, and that no relationship exists between the successful Financial Institution and another person or organization that constitutes a conflict of interest with respect to an Agreement with the College. In the event of potential conflict of interest, the College reserves the right to waive this provision, in writing, if these relationships of the successful Financial Institution will not be adverse to the interests of the College.

2.19 EXECUTION, NEGOTIATION AND AWARD

The College of DuPage intends to execute an agreement with the Financial Institution whose proposal, in the sole judgment of College of DuPage, is most advantageous to College of DuPage. Proposals from the Financial Institutions should be submitted to College of DuPage on the most favorable terms possible from the standpoint of revenue and technical capability. The College will carefully consider all qualifications submitted with the proposal, however, such consideration does not mean that all qualifications will be accepted.

The College of DuPage reserves the right to negotiate with any Financial Institution, accept other than the highest revenue proposal, to reject any or all proposals, and to waive any or all technicalities. Upon selection of the Financial Institution, College of DuPage and the Financial Institution will enter into a Retail Financial Services Agreement.

The award of the contract will be made within ninety (90) calendar days after the proposal due date to the most responsible and qualified Financial Institution whose proposal complies with all the requirements prescribed. The successful Financial Institution will be notified by letter that his/her proposal has been accepted and that he/she has been awarded the contract. If a contract is not awarded within ninety (90) days after the proposal due date, a Financial Institution may file a written request with the Purchasing Manager regarding withdrawal of their proposal.

2.20 BASIS OF AWARD

- 2.20.1 The award will be made to the Financial Institution whose proposal is determined to be the most responsible and qualified Financial Institution best meeting the specifications, needs and objectives of the College based upon evaluation of the information furnished, as required under this Request for Proposal.
- 2.20.2 In awarding the Agreement, the College will consider a number of factors in combination in evaluating the proposals submitted. The major factors will include the following which are not listed in order of importance:
- a) Financial Institution's responsiveness to College's objectives.
 - b) Financial Institution's ability to meet the specifications, requirements, terms, conditions, and provisions of this Request for Proposal including Financial Institution's size, credit standing, financial record, stability, and management.
 - c) Financial Institution's record of performance and service in retail financial service operations.
 - d) Types and level of financial services proposed which provide a significant benefit to the community.
 - e) Value of Financial Institution's pricing of products and service offerings.
 - f) Personnel deployment aspects of Financial Institution's proposal.
 - g) Creative marketing efforts and promotions to increase customer knowledge of personal finance issues.
 - h) Level of technology integration in financial services operations.
 - i) Financial return to the College.
 - j) Capital investment program offered by the Financial Institution.
 - k) Financial Institution's plan for implementing retail financial service operations.

The College of DuPage reserves the right to determine the definition and weight given to each of these qualifying variables.

- 2.20.3 The selection process may include a request for oral presentations as deemed necessary by the College. There shall be no obligation on the part of the College to entertain presentations from any or all Financial Institutions. However, since the College may make an award without further discussion, each Financial Institution should include in their written proposal, all statements, requirements, terms or conditions it may have and should not assume that an opportunity will exist to add such matters after the proposal is submitted.
- 2.20.4 After proposals have been reviewed, visits may be made to selected references under Agreement with Financial Institutions to assist the College in its choice of Financial Institution.
- 2.20.5 The College may request additional information for clarification while proposals are under consideration.

3.0 PROJECT SUMMARY

College of DuPage will accept proposals for on-site, full service retail financial services, financial contributions, and other benefits to the College of DuPage. Financial Institutions shall submit proposals specifying the financial services available, including rent and financial contributions to the College in exchange for the right to operate financial services on the Glen Ellyn campus, based upon the terms and provisions of the proposal specifications.

This RFP represents an opportunity for the Financial Institution to provide examples of its management, marketing and operational strategies, innovation and creativity, and its understanding of the College's communities and objectives. Each proposal should define the market size and potential market capture, identify specific service objectives and include expectations and commitments required to obtain these goals. Each proposal must address service, staffing, rent, and financial commitments, together with specific suggestions regarding communication, planning and performance review.

The College seeks a comprehensive, integrated program that will promote customer satisfaction by providing quality service, easy access, state-of-the-art equipment with top selections, and multiple ATM locations throughout the campus. The College is interested in collaborative and innovative strategies and programs that support and advance its broad objectives. The College specifically solicits creative ideas and recommendations.

As a result of this RFP, the College envisions the execution of an agreement evidencing the rights and obligations of the College and the Financial Institution. All written material submitted in response to this RFP will become the property of The College and may be appended to the final contract between the parties.

The anticipated Retail Financial Services Agreement will be based on this RFP and must be consistent with applicable State and College policies and regulations regarding the creation and execution of its contractual obligations. The failure of any Financial Institution to receive or examine any contract, document, form, and addendum or to visit the site and acquaint itself with existing conditions will not relieve the Financial Institution of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the College's intent to incorporate such terms and conditions into the agreement.

The College is seeking proposals for an initial contract term of five (5) year(s). The term of this contract is January 1, 2007 through December 31, 2011. This contract may, upon mutual agreement of both parties and according to the terms of the resultant contract, be renewed in one-year intervals or any interval that is advantageous to the College, for a period not to exceed a total of five (5) years.

3.1 SCOPE OF PROPOSAL

3.1.1 Financial Service Operations

The Financial Institution shall provide on-site full-service financial services in the future Parking Structure building.

- a) College of DuPage will provide the successful Financial Institution with retail space in the new Parking Structure adjacent to the SCC Building at the Glen Ellyn campus identified in Exhibits A and B. The Parking Structure project began the Design Development phase in mid-March. The current status of this project can be found at the College's Facilities Master Plan website located at:

http://www.cod.edu/facilities_plan/projects/parking/garage.htm

- b) The proposed Retail Financial Services area will occupy approximately 2,500 square feet of retail sales space on the second floor of the new Parking Structure. See Exhibit B, which shows the designated area set aside for the Financial Institution's use.

3.1.1.1 Hours of Service

The Financial Institution shall be open for business at a minimum from 8:00 a.m. to 3:00 p.m. Monday through Friday. The Financial Institution may close during normal financial and campus holidays, but shall be open no less than 3 days per week, unless specifically approved in writing by the College. Institutions are encouraged to provide hours beyond the minimum and shall propose their specific hours of operation in their proposal response. Peak operating times such as new student orientation, first week of a term, may necessitate expanded hours and additional personnel. Financial Institution will expand hours to meet reasonable customer needs, including evening hours, as mutually agreed. Any changes in business hours shall be approved by the College.

3.1.1.2 Proposed Services

Financial Institutions shall describe in detail the specific services that will be immediately available for students, faculty and staff at start up of this service operation. The College will consider the breadth, depth, value, and benefit to the community of services offered by the Financial Institution in evaluation of the proposals submitted.

Financial Institutions should provide a full description of the services proposed as well as a detailed list of pricing for these services to each of the customer groups identified. Any services that are provided free of charge to these customer groups should be identified. Identify customer service programs as well as community support activities and offerings for consumer education including first time homebuyer, financial services planning, financial literacy and other life skills. This section shall also include an explanation of how and under what circumstances the pricing will be adjusted and the guaranteed term of the initial pricing.

3.1.1.3 Staffing

The Financial Institution will provide sufficient staffing so as to manage the day-to-day services of its customers. Staffing is to be made up of full-time and part-time employees, including a manager. The Financial Institution will provide part-time employment in the Financial Institution for COD students. The Financial Institution will define their proposed staffing plan and include it in their RFP response. For the Financial Institution manager position, the Financial Institution will identify the employee, their experience and their qualifications.

3.1.1.4 Cost Identification for Financial Institution

- a) College of DuPage shall invest a total of \$200,000 in the construction of this facility. Financial Institution shall be responsible for and pay any additional costs for facility improvements and utilities beyond this amount. Completion of the facility is anticipated to be approximately January 1, 2007.
- b) Successful Financial Institution's representative shall coordinate and meet with the College and the College's Architect to assist in developing design and determining reasonable build out requirements. Financial Institution will review construction documents at 50% and 100% completion and submit comments to the College in a timely manner (7 calendar days). The College will solicit bids for construction of a Branch Banking Facility as part of the Parking Structure construction scheduled for Fall 2005.
- c) Financial Institution must provide furniture and fixtures of a permanent nature for the space identified in Section 3.1.1. Financial Institution is responsible for all costs of furniture and fixtures.

- d) Any construction or renovation required for the performance of the contract will be at the expense of the Financial Institution. A plan for any such construction or renovation must be approved by COD prior to starting.
- e) Any special equipment or utility service, including but not limited to computers, safes, alarms, telecommunications or fiber optic cabling, required for the performance of the contract shall be provided by and will be at the expense of the Financial Institution.
- f) Financial Institutions must include a proposed floor plan for the space identified in Section 3.1.1 and Exhibits A and B. This plan is to be included with the Financial Institution's response to the proposal.

3.1.1.5 Existing Credit Union

- a) College of DuPage currently provides space for an existing credit union located on the east end of the third floor in the IC Building. The agreement for this service will expire prior to the agreement from this RFP and will not be renewed if this proposal results in a contract.

3.1.2 AUTOMATED TELLER MACHINES (ATM)

3.1.2.1 Locations

- a) Financial Institution will operate one (1) free-standing ATM station outside the financial services office area identified in 3.1.1, for use after normal business hours, in a space to be mutually agreed upon by both parties.
- b) Financial Institution may operate up to four (4) additional ATM's at various locations throughout the campus, in spaces to be mutually agreed upon by both parties.

3.1.2.2 Existing ATM Equipment

- a) An existing ATM is currently located on the lower level of the south entrance in the Student Resource Center (SRC) Building by the cafeteria. The agreement for this ATM will expire prior to the agreement from this RFP and will not be renewed.
- b) Historical volumes for non-network transactions at this ATM station are:
 - July 2002 to June 2003 (FY03) 14,336 transactions;
 - July 2003 to June 2004 (FY04) 24,744 transactions;
 - July 2004 to Feb. 2005 (FY05 - partial) 16,098 transactions.

3.1.2.3 Financial Institution Rights and Obligations

- a) Financial Institution may elect from time-to-time in its sole discretion and at its own expense to post interior and/or exterior ATM signage as agreed by COD, which agreement shall not be unreasonably withheld.
- b) Financial Institution has a proprietary right to the ATM's they own and the currency contained in them.
- c) Financial Institution may access the ATM and currency at any time mutually agreed by both parties.
- d) Should an ATM's service become interrupted causing the machine to be inoperable, the Financial Institution will respond within 24 hours from time of notification. The ATM will be restored to proper functionality or replaced within that 24-hour period.
- e) Financial Institution shall use COD sites for the following purposes:

- 1) Install, maintain, and operate an ATM which will accept PLUS, Cirrus, VISA, MasterCard and Discover issued cards
- 2) Provide accepted cardholders with the following ATM services:
 - i) withdrawal;
 - ii) transfer between checking and savings, and;
 - iii) balance inquiry service
- f) In accordance with applicable laws and regulations, Financial Institution shall disclose to customers all fees imposed at the ATM. No transaction fee will be charged to the Financial Institution's customers for using the ATM's owned and operated by the Financial Institution.
- g) Financial Institution agrees to leave any additional ATM's identified in Section 3.1.2.1.b in the specified location for a period of not less than 12 months, unless mutually agreed upon by both parties. Institution may request to remove an ATM after this period based upon poor financial results. Such conditions for removal must be indicated in writing prior to installation and such requests shall not be unreasonably withheld by the College.
- h) Any damage or repair to the ATM and related equipment will be the responsibility of the Financial Institution unless caused by the negligence of the College or its employees or agents.

3.1.2.4 COD Rights and Obligations

- a) The College at its own expense, and upon agreement with Financial Institution, may require the ATM and related equipment and facilities to be relocated to other spaces on campus if they deem it necessary or appropriate after the installation placement of equipment
- b) The College shall be responsible for paying the installation and ongoing operation costs for a dedicated electrical line to be used by the ATM
- c) The College shall maintain the areas where the ATM's are located by providing general custodial and maintenance services, at the College's expense

3.1.2.5 Exclusivity and Additional ATM Placement

- a) The exclusive right to operate an ATM applies only to the ATM identified in 3.1.2.1. a.
- b) In the event the College identifies the need for additional ATM's on campus, other than locations identified in Section 3.1.2.1.b, the Financial Institution has the first right of refusal to provide them. Should the Financial Institution decline the offer to provide an ATM in the area where requested, the College reserves the right to obtain an ATM from any other source.

3.1.3 FINANCIAL COMMITMENTS

3.1.3.1 Financial Institution Rent

- a) Financial Institution agrees to pay COD an annual or monthly lease fee. Financial Institution is to specify their lease fee in their RFP response.
- b) The Financial Institution shall propose an annual or monthly lease fee as part of their proposal response. The lease fee may be expressed as an annual payment due as of July 1, or a monthly payment due as of the 1st day of each month. Lease fees are payable in advance and will commence at the time the Financial Institution takes possession of the space in the Parking Structure building.
- c) For the initial term of the contract, approximately January 1, 2007 through December 31, 2012, the annual lease fee will be prorated from the date the facility is made available to the Financial Institution. For the

first renewal (if any) and all subsequent renewal intervals, the annual lease fee will be due July 1 and must be paid to College of DuPage. Monthly lease fee will be due the first day of each month.

- d) Beginning with the first renewal (if any), and for all subsequent renewal years, at July 1, there will be an increase in the lease fee at the rate of 3% to be compounded annually for the remaining renewal years, not to exceed a total of five years.

3.1.3.2 ATM Lease Fee

- a) Financial Institution agrees to pay COD a space lease fee for each ATM as specified in 3.1.2.1. Financial Institution is to specify their lease fee in their RFP response.
- b) The Financial Institution shall propose a space lease fee for each ATM. The lease fee may be expressed as an annual payment due as of July 1, or a monthly payment due as of the 15th of each month. Lease fees will commence at the time the Financial Institution places the ATM's in use as identified in Section 3.1.2.1. Proposals for space lease fees based on transaction volumes or other reasonable methods will be considered.
- c) Beginning with the first renewal (if any), and for all subsequent renewal years, at July 1, there will be an increase in the lease fee at the rate of 3% to be compounded annually for the remaining renewal years, not to exceed a total of five years. Price increases may be permitted at the time of contract renewal through a process of negotiation with the Financial Institution and the College. Any price increases must be based on demonstrated industry-wide or regional increases in the Financial Institution's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

3.1.3.3 Capital Improvements

- a) In addition to the rent and lease fees indicated above, the Financial Institution may propose to make an additional capital investment for equipment, leasehold improvements or other virtual services which will enhance the retail financial service operation on campus. The Financial Institution shall indicate in their RFP response specifically how the capital investment will enhance the College's position.
- b) Financial Institution agrees that at the end of five years, any and all capital investments indicated above will have been fully amortized and shall become the property of the College, with the exception of any movable equipment provided which shall remain the property of the Financial Institution. Should the Agreement be terminated prior to the scheduled termination date, all capital investments are assumed to have been depreciated in equal monthly amounts since the commencement of the Agreement.
- c) In the event that the agreement is terminated by the College for any reason other than cause, the unamortized portion of these capital investments shall be repaid to the Financial Institution provided that the Financial Institution has maintained adequate records thereof and can satisfy the College that such investments have in fact been made. Such payment will be made no later than 90 days from the Agreement termination date. In the event that this Agreement is terminated for any reason by the Financial Institution, or terminated by the College for cause, the capital investments will be considered fully amortized and shall become the property of the College at no additional cost to the College.

3.1.3.4 Other Financial Offers

The Financial Institution may propose voluntary financial contributions above and beyond those indicated above, including but not limited to, student scholarship support, student internship opportunities, or corporate sponsorships as part of their RFP response. Such proposals shall not reduce or replace any of the above financial offers.

3.2 TERM AND TERMINATION**3.2.1 Term****3.2.1.1 Fixed Term**

The Agreement awarded hereunder shall be for a fixed term of five (5) years from approximately January 1, 2007 through December 31, 2012.

3.2.2.2 Renewal

At the expiration of the selected term, this Agreement may be renewed at the mutual option of both the College and the Financial Institution for up to an additional five (5) years, provided that renewal negotiations shall be initiated by written request of either party no less than 180 days prior to the expiration date of the Agreement, and renewal terms agreed upon no less than 120 days prior to the expiration of the Agreement.

3.2.2 Termination**3.2.2.1 Termination Without Cause**

Either party may terminate the Agreement for any reason, provided the following procedure is followed:

- 1) Written notice must be given by the party terminating to the other party prior to the effective date of termination. The Financial Institution may terminate by giving not less than one-hundred-twenty (120) days notice to the College. The College may terminate by giving not less than ninety (90) days notice to the Financial Institution.
- 2) Termination of this Agreement by the Financial Institution for any reason, shall not obligate the College of DuPage for any inventories, advance payments, investments made or in any other way. Termination without cause shall cancel any obligations for future lease payments, unless previously notified of breach.
- 3) Termination of this Agreement by the College, prior to the expiration date of this Agreement without cause, shall not obligate the College of DuPage for any inventories or advance payments. However, the College shall be responsible for the undepreciated amount of any capital investment provided as part of this Agreement.
- 4) If after the expiration of the Agreement, the Agreement is awarded to another Financial Institution, the College will not be obligated for any inventories.
- 5) All written notices shall be sent via certified or registered mail.

3.2.2.2 Breach of Agreement

The College may cancel this Agreement for breach, as determined solely by the College. In the event the Financial Institution fails to carry out, comply or perform under the terms of the Agreement, including but not limited to, failure to consistently provide goods or services, failure to provide goods or services in a timely manner, failure to pay amounts when due, failure to provide sufficient insurance coverage or failure to operate in a reasonable manner for the best interests of the College and its students, the College may give the Financial Institution written notice of its failure to perform, and will provide the Financial Institution thirty (30) days to respond with a plan to correct the issue(s). If the Financial Institution fails to provide a suitable plan or correct the default within thirty (30) days, the College shall have the right to cancel and terminate the Agreement without additional notice.

In such case, at the College's option, the Financial Institution may be required to continue operation until relieved by a subsequent operator chosen by the College, for a period of up to one-hundred-twenty (120) days after receipt of such written notice. Financial Institution shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing the terms of this Agreement.

Upon cancellation of the Agreement due to breach by the Financial Institution, the Financial Institution shall pay the College all future lease payments owed for the balance of the Agreement, until a new Financial Institution is awarded. Cancellation by breach shall not obligate the College of DuPage for any inventories, cash advances, investments made or in any other way.

In addition to the rights listed above, the College may, by giving written notice to the Financial Institution, call for the acceleration of the Agreement's terms under breach, and that the balance of any guaranteed payments are immediately due and payable within thirty days of the notice.

3.2.2.3 Vacating Premises

Upon termination of the Agreement or any renewals hereof, the Financial Institution shall vacate the premises and deliver premises to the College in the same condition the premises are in at the time the Financial Institution enters into such agreement, reasonable wear and tear excepted; except for leasehold improvements such as alterations, additions, and improvements to the premises, the same being a part of the premises.

Notwithstanding the foregoing sentence, the Financial Institution shall have the right upon termination of the Agreement to remove such furniture, furnishings, equipment, trade fixtures, and other personal property of the Financial Institution placed in or upon the premises within fifteen (15) days of termination or expiration of the Agreement; provided the Financial Institution shall, at its sole expense, repair any damage to premises caused by such removal.

3.2.2.4 Bankruptcy

If, at any time during the term of this Agreement, the Financial Institution fails to make timely payment of any lease fees, or any petition of financial bankruptcy shall be filed by or against the Financial Institution, or if it shall be adjudged a financial bankrupt, or a receiver shall be appointed by any Court of competent jurisdiction, to take possession of this property, or if it shall make any assignments for the benefit of creditors, then this Agreement shall immediately cease, terminate, and expire; and the College shall have the right forthwith, by force or otherwise, to re-enter the premises, to have, repossess, and to enjoy without liability for damages, the leased space and all equipment and furniture contained therein, anything in this Agreement to the contrary notwithstanding. Financial Institution shall provide the College written notice of any financial bankruptcy filing within twenty-four (24) hours of such filing. Financial Institution shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing this term of the Agreement.

3.3 LIABILITY INSURANCE

- A) The Financial Institution shall secure, pay for and maintain throughout the term of the Agreement awarded hereunder and any renewal or extension thereof, such insurance as will protect the College of DuPage, the Board of Trustees, its members, individually and collectively and the Financial Institution or any subcontracted institution or assignee from claims under the Workmen's Compensation Act (including Occupational Diseases and Employers' Liability Coverage), and from any other claims for damage to property or for bodily injury, including death, which may arise from operations under this Agreement, whether such operations be by the Financial Institution or any subcontracted institution or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the Financial Institution has assumed at any and all College authorized locations. The required coverages and minimum limits of liability are set forth in paragraph B hereof and these policies shall name the College of DuPage as an additional named insured to the limits set forth in paragraph B, Section 3.3.

Before proceeding with any work the Financial Institution shall furnish to the college liaison, certificates of insurance executed by insurance companies approved by the College of DuPage evidencing the required insurance coverages. The certificates of insurance shall contain a covenant requiring thirty (30) days written notice to the College before cancellation, reduction or other modification of coverage. The coverage is modifiable or cancelable only on written notice by registered or certified mail from the insurance companies, mailed to the college liaison, College of DuPage, 425 Fawell Blvd., Glen Ellyn, Illinois 60137-6599. These policies shall be primary and non-contributing with any insurance carried by the College and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. In the event that Financial Institution fails to maintain and keep in force fire, casualty, and general liability insurance with a legal liability endorsement thereto and worker's compensation insurance as herein provided, the College shall have the right to cancel and terminate this Agreement immediately.

B)	<u>Coverage</u>	<u>Minimum Limits of Liability</u>
1.	Workmen's Compensation and Occupational Disease	Statutory Limits
2.	Employer's Liability	\$500,000 each accident
3.	Comprehensive General Liability (including Blanket Contractual Liability and Products Liability)	
	Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate
	Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
4.	Excess Liability	\$5,000,000 Umbrella

5. Comprehensive Automobile Liability (including coverage for non-owned, hired and rented vehicles as well as owned vehicles)
- | | |
|-----------------|--|
| Bodily Injury | \$500,000 each person
\$1,000,000 each occurrence |
| Property Damage | \$500,000 each occurrence |
- C) The insurance shall be executed by insurance companies (1) approved by the College of DuPage and (2) having a policy-holder's and financial rating not lower than 'A' 'VI' in the latest edition of Best's Insurance Guide and (3) authorized to do business in the State of Illinois.
- D) All supplies, fixtures, equipment, products and receipts furnished or received in connection therewith pursuant to the Agreement, shall remain the property of the Financial Institution. The Financial Institution shall, at its expense, provide fire insurance and extended coverage in the amount sufficient to cover the value of inventory, equipment and other property owned by the Financial Institution, and such other insurance as it considers necessary to protect itself from loss due to damage to, or destruction or theft of any such supplies, fixtures, equipment, products or receipts. The College of DuPage shall not be liable to the Financial Institution, or any person, for any such loss, except as provided for in Section 3.2.2.
- E) It is expressly agreed that the College shall be totally relieved from any liability to compensate the Financial Institution for any property damage incurred by the Financial Institution as result of fire, water, vandalism, or any other natural disaster. The parties agree that Financial Institution's general liability and property insurance shall be the sole source of compensation for the Financial Institution in the event of a loss resulting from a physical or natural disaster.

3.4 GENERAL REQUIREMENTS

3.4.1 Financial Institution Liaison

3.4.1.1 Point of Contact

All project management and coordination on behalf of the Financial Institution shall be through a local single point of contact designated as the Financial Institution's representative.

3.4.1.2 Operational Cooperation

The Financial Institution, specifically including the site manager, shall work cooperatively with the College Liaison in the development and improvement of the institution's services, operations, programs, and policies. Financial Institution shall make every reasonable effort to comply with requests from the College Liaison for the improvement of services, operations, programs, and policies.

3.4.2 College Liaison

3.4.2.1 Point of Contact

COD will provide the Financial Institution a single point of contact designated as the College's liaison.

3.4.2.2 Right of Access

Authorized representatives of the College shall have full right of access to all financial services areas during normal operating hours of service, at other times for scheduled maintenance and repairs of a non-critical nature, and at any time during emergencies.

3.4.2.3 Request for Information

The College reserves the right to monitor all aspects of said overall Financial Institution's operations and request information deemed pertinent to the performance of the Agreement. Such requests shall not be unreasonably denied.

3.4.3 Management

- 3.4.3.1 Financial Institution shall specify the managerial staff positions that shall be maintained during the term of the Agreement. The College expects management staff to be experienced and knowledgeable of all aspects of conducting the operation.
- 3.4.3.2 The College shall have the right to review the credentials and qualifications of all management personnel hired by the Financial Institution and provide input into the selection of these positions. The Financial Institution shall use their best efforts to fill all positions within thirty (30) days of initial vacancy. The College reserves the right to have the Financial Institution change its site manager and other management staff on site at its sole discretion.
- 3.4.3.3 The Financial Institution shall have exclusive responsibility for supervision and control of the management of the institutional service. Moreover, it shall provide adequate services which are deemed by the College to be in the best interest of the students, faculty, and staff of the College.
- 3.4.3.4 In connection with the performance of work under the Agreement, Financial Institution agrees to comply with all applicable federal, state, and local laws or regulations relating to employment or provisions of services. The Financial Institution shall not discriminate against any persons on the grounds of age, ancestry, disability, national origin, religion, race, or sex.
- 3.4.3.5 The Financial Institution shall employ an adequate and experienced staff of managerial and clerical personnel, and shall maintain this staff in sufficient quantities to ensure efficient operation and meet the service demands of the students and College staff members on a daily basis, with emphasis on the positive practice of customer service. Financial Institution shall add staff as necessary during peak periods.
- 3.4.3.6 All staff working for the Financial Institution shall maintain proper standards of courtesy, service and professionalism. This includes proper attire and handling of customer requests and complaints. Financial Institution shall provide adequate notice to customers regarding customer service contacts including identification of site contact, location and phone number through various methods such as signage, flyers or other methods.
- 3.4.3.7 All employees of the Financial Institution shall be employed in the Financial Institution's name. All of the Financial Institution's personnel shall be subject to re-assignment by the Financial Institution at the request of the College for conduct inconsistent with the interests of the College or its students.

3.4.3.8 The Financial Institution's vehicles and those of their employees working on campus, must comply with all parking regulations of the college. Parking violations on the College campus are subject to fines and/or towing. The Financial Institution is advised that parking regulations are strictly enforced by COD Campus Police. Any fines or towing costs will be at the Financial Institution's expense.

3.4.4 Taxes, Permits and Licenses

The Financial Institution shall be responsible for obtaining, at their expense, all required permits, licenses, and bondings to comply with pertinent College, municipal, county, State and Federal laws and regulations, and assume liability for all applicable taxes and assessments including, but not limited to, sales, property, franchise, excise, income tax withholding, social security, etc.

The value of the lease, less services reimbursed to the College, is currently assessed by the DuPage County Assessor and taxes assessed on the net difference. The Financial Institution shall be responsible for the direct payment of these taxes to the DuPage County Collector for each year of the lease. The Financial Institution shall provide proof of payment to the College within 30 days of payment.

In the event the Illinois Department of Revenue or any other governmental agencies, assesses any sales or use tax liability, or other taxes, fines, or penalties against the College resulting from the Financial Institution's operation of the Financial Institution pursuant to this Agreement, the Financial Institution agrees to defend and indemnify and hold the College, its board members, officers, and employees and each of them, forever harmless from and against any and all such taxes, fines, penalties or other costs assessed by the Illinois Department of Revenue or any other governmental agencies or incurred by the College in defending such claims.

The College is exempted from all applicable Federal, State and Local sales tax. Retail sales tax shall not be included in any computation or passed on to the College in any form. The College will provide tax-exempt certificates upon written request.

3.4.5 Laws and Regulations

Financial Institution shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, Financial Institution shall also comply with all College Board policies, procedures and regulations as may currently and/or in the future pertain to service under the Agreement. These laws, ordinances, regulations, and policies shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written out in full.

3.4.6 Indemnification

The Financial Institution agrees to defend, indemnify and hold harmless the College of DuPage, members of its Board of Trustees, administrators, officers, agents and employees from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the Agreement hereunder, or any renewal or extension thereof, whether or not caused or contributed to, by or on account of any acts or omissions on the part of the Financial Institution or of any subcontracted institution or any of their respective agents, servants or employees or any negligence or alleged negligence on the part of the College of DuPage, the Board of Trustees, its members, individually and collectively.

3.4.7 Financial Institution's Status

It is understood and agreed that nothing contained herein is intended or should be construed, as in any way creating or establishing the relationship of partners between the College and the Financial Institution. The Financial Institution is an independent Financial Institution and in providing services hereunder shall not be deemed to be the agent of the College of DuPage. The College does not guarantee in any way, a profit to the Financial Institution. All persons performing work hereunder for the Financial Institution shall be employees or subcontracted Financial Institutions of the Financial Institution, and not of the College of DuPage. The Financial Institution shall be as fully responsible to the College of DuPage for the acts and omissions of its subcontracted Financial Institutions, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Financial Institution.

3.4.8 Assignment and Subcontracting

Any resulting Agreement from this RFP and the obligations contained herein and attached hereto, shall be binding upon each party and shall not be assigned, transferred, devised or subcontracted, by the Financial Institution in whole or in part except to its wholly owned subsidiaries without the express written consent of the College, nor shall the Financial Institution have the right to authorize or permit the use of the leased facilities by other third parties without the express written consent of the College through its college liaison.

3.4.9 Use of College Name

The Financial Institution shall make all transactions in its own name and not use the name of the College in any manner. The Financial Institution alone shall be responsible for purchases and contracts made by him/her, and the College at no time and for no reason shall be responsible for any goods purchased by the Financial Institution, or for any other obligations or liabilities assumed or created by the Financial Institution. The Financial Institution shall not use the name of the College of DuPage, except as, from time-to-time, specifically authorized in writing, by the College through its designated liaison.

3.4.10 Access to Student Information

The Financial Institution shall be solely responsible for any unauthorized or unprivileged use or distribution of any student information they may obtain in the course of business, subject to the provisions of all state and federal laws. The Financial Institution shall not have access to the College's data pertaining to student information for marketing purposes or any solicitation of services.

3.5 FACILITIES AND EQUIPMENT

3.5.1 The Financial Institution shall not alter the facilities assigned for its use without obtaining the written approval of the College liaison prior to making any such alteration. Any changes, modifications, or alterations in the permanent allocated spaces will be by mutual written consent of both parties. Financial Institution must submit all requests for proposed renovations, signage, alterations, modifications or additions, including but not limited to, painting, wallpaper, redecorating, to the College liaison thirty (30) days prior to the proposed date of construction, installation, or purchase. All requests must receive written consent from the College liaison prior to the initiation of any proposed renovation, alteration, or modification. The Financial Institution shall not be allowed to alter any other College facilities under any circumstances.

3.5.2 The Financial Institution shall provide, and have the sole responsibility for, all equipment, furnishings and any other support items that are necessary for the successful operation of the Financial Institution, including, but not

limited to, office furniture, office fixtures, interior signage, office equipment, and computers. Any equipment so purchased will remain the property of the Financial Institution and may be removed upon expiration or termination of the Agreement. The College shall bear no cost for the provision, maintenance or replacement of these items. The Financial Institution will provide an inventory of these items within thirty (30) days of the date of the Agreement and that inventory, when accepted by the College, will then be made a part of this Agreement.

- 3.5.3** Financial Institution shall take reasonable and proper care of the facilities provided by the College. In the event of damages due to negligence on the part of Financial Institution's employees, Financial Institution shall repair, replace or reimburse College for the cost of repair or replacement of same. The College shall require prior written approval of the plans and name of contractor who will complete the work required. Any reimbursement payments shall be made within thirty (30) days of occurrence but not later than thirty (30) days after Agreement termination.
- 3.5.4** The Financial Institution shall bear the costs of all expenses for any renovations, alterations, changes or modifications initiated by the Financial Institution and shall not be reimbursed by the College at the expiration of the Agreement period. Said changes shall have the prior written approval of the College. Any modifications, renovations, alterations, or changes must be in compliance with all applicable College, State and Federal requirements.
- 3.5.5** Upon termination or expiration of the Agreement or any extension thereof, Financial Institution shall promptly cease operation, and shall return the facilities to the College in as good a condition and in the original physical configuration, as at the beginning of the Agreement, less normal wear and tear or College approved alterations.
- 3.5.6** Not later than the date of termination of the Agreement or on a date agreeable to the College, the Financial Institution will remove from the College premises all of its equipment, furniture, fixtures and all inventories. Financial Institution shall at its sole expense repair any damage caused by such removal. If the Financial Institution should fail to remove such property, the College may move such property into storage and charge the Financial Institution for the costs of such move and storage. The College shall have no liability to the Financial Institution for any property lost or damaged as a result of such move or storage.
- 3.5.7** Financial Institution shall provide and install all necessary internal signage for the operation of the Financial Institution. All exterior signage and locations shall be the responsibility of the College and provided solely at the discretion of the College.

3.6 MAINTENANCE AND SANITATION

- 3.6.1** The College shall be responsible for and assume the cost for daily custodial service (10 hours per month, Monday through Friday) to include trash removal, periodic major floor cleaning (not less than two times per year), and replacement of light bulbs or tubes for permanent building lighting fixtures. Periodic maintenance of permanent premises shall be in accordance with College's maintenance standards as dictated by the office of Facilities, Operations and Maintenance and shall be at the expense of the College. Subject to the prior approval of the College, Financial Institution may utilize additional College custodial or other services, at the sole expense of the Financial Institution, at a cost mutually agreed to between the College and the Financial Institution.
- 3.6.3** The Financial Institution shall be responsible for housekeeping to the satisfaction of the College, for all retail areas, equipment and supplies. This shall include, but not be limited to, retail sales area, service areas, storage, trash, walls, ceilings, windows, vents, floors, display equipment, movable fixtures, furniture, and equipment in all above areas.

- 3.6.4** Financial Institution shall be responsible for the cost of and for providing for the proper maintenance and repair of Financial Institution-owned movable fixtures, furniture, and equipment, including related repair parts and supplies.
- 3.6.5** Financial Institution shall report promptly to the College normal wear and tear and requiring repairs such as, but not limited to, painting, light bulb or lamp replacements, ceiling tile replacements, etc. The College will be responsible only for major structural repairs to the space used by the Financial Institution, provided that such repairs are not required as a result of the actions of the Financial Institution, its agents or employees. If such repairs are required, the cost of repairs shall be borne by the Financial Institution. Such repairs will be made, as the College should decide, either by the College or by an independent contractor. The College, through its authorized representatives, reserves the right to enter the Financial Institution area for purposes of inspecting the same or of making repairs, alterations, and additions thereto.

3.7 UTILITIES AND SERVICES

- 3.7.1** The College shall be responsible for and assume the cost of all general utilities reasonably required for the operation of the Financial Institution, including electricity, water, heat, and air conditioning.
- 3.7.2** The College will provide standard telephones necessary to support the normal operations as determined by the College of DuPage; however, the Financial Institution shall be responsible for the payment of all telephone calls, except intra-campus telephone calls within the College. The provision and maintenance of dedicated, high speed, fiber optic, wireless, cellular or other non-standard phone service shall be the responsibility of the Financial Institution.

The College shall provide normal maintenance on the standard telephone equipment provided by the College and located in the Financial Institution. The Financial Institution may request modifications to the system through the Liaison. Such requests shall be approved at the discretion of the College. All service or modification to the telephone system shall be authorized by the College prior to any work and provided through College approved services.

- 3.7.3** The College shall not guarantee an uninterrupted supply of utilities, but it agrees to use its best efforts to restore service following any such interruption. The College shall not be liable for any loss, cost, damage, or expense which may result from interruptions, quality, quantity or failure of any such utility service.
- 3.7.4** The Financial Institution may specify reasonable additional utility requirements which the College shall provide at an additional cost to the Financial Institution. The College shall not be required to provide or pay for the installation of additional electric lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the Financial Institution. No installations may be made without prior written consent of the College.
- 3.7.5** The College may provide additional services to the Financial Institution, upon its request, for services not specifically provided in this Agreement, including, but not limited to, mailings, duplicating, printing, word processing, etc. The Financial Institution shall pay the College within thirty (30) days of invoicing for any of these services provided by the College.
- 3.7.6** The Financial Institution shall cooperate with the College's recycling coordinator in the collection and or disposal of recyclable materials generated by the Financial Institution.

3.8 SECURITY AND ILLEGAL ACTS

- 3.8.1** Financial Institution shall be responsible for the securing of all monies and for armored vehicle delivery services that it deems prudent and necessary.
- 3.8.2** Financial Institution shall be responsible for the cost of contracted security personnel that it deems prudent and necessary to be on duty in the Financial Institution. Financial Institution shall hire College police officers as available to fulfill these needs whenever possible. Financial Institution shall coordinate use of any contracted security service with the College Chief of Public Safety.
- 3.8.3** The Financial Institution shall provide and be responsible for all electronic security, alarms, and closed circuit television monitoring systems used for the Financial Institution premises. Such alarms and monitoring systems shall be connected to the College's security systems to allow alarm monitoring and satellite site viewing by the College's Police Department.
- 3.8.4** Risk of loss or damage to inventory, equipment or any property within the premises provided to the Financial Institution by the College, will be borne by the Financial Institution. The Financial Institution shall also bear all risk of loss of money and merchandise as well as any dishonest acts on the part of its employees.
- 3.8.5** The key control system for the Financial Institution shall be separate from the general College key control system coordinated by the Facilities, Operations & Maintenance Department. The Financial Institution shall exercise control over the distribution of keys to the space, except that at least two copies of the keys shall be provided to designated officials of the College for use in providing for building and property security and emergency responses only. At least two members of the managerial staff, one of which must be the Financial Institution manager, must be available by telephone or beeper in case of an emergency. It shall be understood that any such entry to the premises without prior knowledge of the Financial Institution's representative shall be in emergency situations. The Financial Institution shall provide the College with a list of emergency contact personnel, including addresses and telephone numbers. The College Public Safety shall call the Financial Institution to gain access to the premises, except when an emergency situation clearly precludes this.
- 3.8.6** Financial Institution shall comply with and conform to all applicable fire and public safety rules, laws, regulations, code requirements, and ordinances of Glen Ellyn, the State of Illinois, and the College, including regulations governing the number of persons admitted to the facilities at any one time, and the display and storage of flammable materials.

3.9 EXCLUDED SERVICES

- 3.9.1** The depository and banking functions for the College of DuPage are under a separate agreement and are excluded from the scope of this agreement.

4.0 FINANCIAL INSTITUTION QUALIFICATIONS**4.1 FINANCIAL INSTITUTION INFORMATIONAL REQUIREMENTS**

In determining the capabilities of a Financial Institution to perform the services specified herein, the following informational requirements must be met by the Financial Institution. Each item must be thoroughly addressed. Financial Institutions taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 References

Financial Institution shall provide a minimum of three (3) references that are using services comparable and relevant to the type proposed in this RFP. Additional references may be included if available. The references may include state government or educational institutions where the Financial Institution, preferably within the last three (3) years, has successfully operated a branch office financial service of similar complexity. At a minimum, the Financial Institution shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, email address, website, a complete description of the service type, and dates the services were provided. Description shall include the size of the institution served (FTE students if applicable), the physical size of the facility (sq. ft.), average transaction levels, annual gross transactions and other pertinent information which would aid in the determination of an experienced Financial Institution. These references may be contacted to verify Financial Institution's ability to perform the contract. The College reserves the right to use any information or additional references deemed necessary to establish the ability of the Financial Institution to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience

Financial Institution shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. A current brochure identifying available services from the Financial Institution must be included when submitting a response to this RFP.

4.1.3 Method and Approach

Financial Institution shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to the College what financial services and customer services the Financial Institution intends to provide. In presenting the operating approach, the Financial Institution is requested to respond to each of the following:

- 4.1.3.1 Clearly describe any differences between checking and savings account options for customers. Include specific information regarding student account plans, if student accounts are delineated separately.
- 4.1.3.2 Describe how customers will obtain general information about their accounts, such as the account balance, recent deposits, cleared checks, etc. Indicate whether customers will be limited to obtaining information at a walk-up counter or whether they can gain such information over the telephone, on the internet, or elsewhere.
- 4.1.3.3 Provide a complete listing of equipment required to operate the proposed approach.
- 4.1.3.4 Include simple drawings showing how the designated area will look and function after completion of the necessary renovations (if needed), including layout of furniture and fixtures.

- 4.1.3.5 Describe the marketing plan and advertising efforts that will be used to promote the operation on campus. Define market size and potential market capture.
- 4.1.3.6 Describe the institution customer philosophy including specific service objectives and commitments required to obtain these goals.
- 4.1.3.7. Identify specific suggestions regarding the institution's communication, planning, performance review and satisfaction measurement process.
- 4.1.3.8 Describe the potential of utilizing ATM equipment to transact college related business such as tuition payments after hours.
- 4.1.3.9 Include any other information deemed relevant by the Financial Institution that should be considered in evaluating the Financial Institution's operating approach.
- 4.1.3.10 What is on the horizon in the financial industry that has potential usage for our students, staff and faculty? How would your institution involve COD in these changes?
- 4.1.3.11 As a provider of services on campus, what steps or activities would your institution undertake to become a part of the COD campus community?

4.1.4 ATM Specifications

Financial Institution shall clearly and specifically identify the ATM(s) being offered, provide a list of proposed locations, and enclose complete and detailed descriptive literature, catalog cuts, and specifications with the proposal. A list of cards and card systems the ATM will accept and the functions it will perform. Any equipment offered must meet ADA requirements. A schedule of transaction / service fee amounts to be charged to the user, if other than a customer of the Financial Institution's institution, must be included.

4.1.5 Additional Information

The RFP describes only those services and benefits identified by the College. This section gives the Financial Institution the opportunity to share any additional information about its organization that has not been directly covered in the RFP, but is relevant to its ability to provide the requested services or its willingness to provide additional benefits – financial or otherwise – to COD. This section gives the Financial Institution the opportunity to provide information “in their own words” regarding their assets, skills, expertise and other financial benefits making them the best institution in fulfilling the requirements of this RFP.

4.1.6 Financial Institution Presentation

Financial Institution may be invited to give an oral presentation to the evaluation committee determined solely at the College's discretion. The presentation is to include the information submitted in the Financial Institution's proposal. The presentation provides each Financial Institution the opportunity to present their proposal in a personal manner. The presentation is a mechanism for the Financial Institution to better understand the requirements of the RFP and the College to gain a better understanding of the Financial Institution's proposal. In this regard, the College reserves the right to adjust points previously awarded based on further understanding of the Financial Institution's proposal as defined in the presentation. The College will notify Financial Institutions selected to arrange dates for presentation.

5.0 FINANCIAL INSTITUTION PROPOSAL FORMAT

All proposals shall contain a total of ten (10) copies of the proposal and shall be delivered in sealed cartons properly identified. Proposals shall be submitted on 8-1/2" X 11" paper in bound format. Proposals shall be a maximum of 50 pages (50 single-sided sheets, or 25 double-sided sheets).

The proposal shall include information requested below in the order presented:

1. Executive Summary which includes the scope of service options proposed and the most important elements included in the Financial Institution's proposal. Limit to 1 page.
2. Table of Contents
3. Proposed Hours of Service as per Section 3.1.1.1.
4. Proposed Services as per Section 3.1.1.2.
5. Proposed Staffing as per Section 3.1.1.3.
6. Institution Qualifications (Section 2.14).
7. References as per Section 4.1.1.
8. Resume/Company Profile and Experience as per Section 4.1.2.
 - a. Years in Business (Section 4.1.2).
 - b. Work Experience (Section 4.1.2).
 - c. Staff Qualifications (Section 4.1.2).
 - d. Brochure identifying services (Section 4.1.2).
9. Method and Approach as per Section 4.1.3 of the RFP.
 - a. Work Plan (Section 4.1.3.1).
 - b. Response to items outlined in Method and Approach (Section 4.1.3.1 – 4.1.3.9).
10. ATM Specifications and Locations as per Section 4.1.4 of the RFP.
11. Additional Information as per Section 4.1.6 of the RFP.
12. Financial Institution Proposal – Lease Fee & Revenue as per Sections 3.1.3 & 3.9 of the RFP.

Submit financial offer per sections indicated showing how offers are calculated and identifying all contingent parameters.

 - a. Financial Institution Rent (Section 3.1.3.1).
 - b. ATM Lease Fee (Section 3.1.3.2).
 - c. Capital Investment (Section 3.1.3.3).
 - d. Other Financial Offers (Section 3.1.3.4).
13. Non-Compliance. Summary of any specifications, requirements, terms, conditions, and provisions in the College's RFP to which the Financial Institution will not conform. (Section 2.9 and 2.10)
14. Proprietary Data. Summary of any proprietary data and written acknowledgement statement (Section 2.11).
15. Disclosure of Independence. Statement disclosing relationships (Section 2.18)
16. Other. Other such information as the Financial Institution deems pertinent for consideration by the College. (Section 4.1.6).
17. Completeness of Proposal. A Financial Institution's response must be complete at the time of submittal and contain all the reference materials necessary to provide a

complete response to the RFP. A Financial Institution making the statement "Refer to our literature..." or "Please see www.....com" may be deemed non-responsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. (The Evaluation Team is not required to search through literature or another section of the proposal to find a response.)

18. Acceptance and Signature. Financial Institution shall provide a signature page indicating that by signing and submitting this proposal, the Financial Institution is acknowledging that they have read, understood, and agree to comply with the items contained in all sections of this RFP and providing the following information.

Agreed: _____
Financial Institution's Authorized Signature

Name: _____

Company: _____

Address: _____

Date: _____

**College of DuPage
Branch Banking Services RFP
Addendum #1
May 12, 2005**

This addendum is issued to provide pertinent information discussed at the pre-proposal meeting held on May 4, 2005 as well as additional questions submitted by the deadline of May 9, 2005. All information included in this addendum shall be considered a part of the original Request for Proposal issued on April 25, 2005.

Q1. *Will the retail banking facility on campus be open to more than just the COD community? (RFP Section 1.1)*

A1: The primary purpose of providing this type of facility on campus is to serve our existing community, however, the College will not restrict the Financial Institution in the customers that it chooses to serve.

Q2. *How many College staff members belong to the Credit Union? (RFP Section 1.2)*

A2: The College does not keep records of this information but it is estimated that approximately one-third of all College employees are members.

Q3. *Is there an opportunity for suggesting another site on COD's campus for the banking facility? (RFP Section 3.1.1)*

A3: The College is willing to consider alternative locations that do not interfere with existing or proposed college functions, however, please keep in mind that the site selected is the College's preferred location. Institutions should submit their proposals based on the identified location and submit alternatives for other locations. Alternative locations that compete with prime academic or administrative space will not be considered.

Q4. *Will there be any parking spots designated solely for the Bank's customers such as community, and non-student/faculty banking? (RFP Section 3.1.1)*

A4: The College did not anticipate any parking spaces designated solely for banking facility customers. However, the College is willing to consider a reasonable number of designated parking spaces for banking facility customers on the second level of the parking garage depending on location and quantity. Institutions should identify the number of spaces they feel are reasonable and any suggested location in their proposal.

Q5. *Does the branch exit on the ground level, or do customers have to walk up or drive up to the 2nd story of the parking garage to enter the location? (RFP Section 3.1.1)*

A5: The intent of this facility is to provide a well articulated pedestrian walkway on the second level. This second level is planned to be heavily traveled by parking structure and surface lot users adjacent to the parking structure.

Q6. *What is the current total parking capacity of the campus and what will be the future total parking capacity when the parking structure is completed? (RFP Section 3.1.1)*

A6: The new parking structure will provide 1,800 new parking spaces when completed while the construction of other new buildings will eliminate some existing parking. The existing parking count is approximately 7,160 spaces, with final parking count after Facility Master Plan completion will be approximately 8,600 spaces.

Q7. *At what level does the main pedestrian traffic flow from the parking structure enter the campus buildings? When will the enclosed connection between the buildings be completed? (RFP Section 3.1.1)*

A7: The main pedestrian traffic flow from the parking structure to enter the campus buildings will be on the second level (the same level as the banking facility). Currently the schedule for the enclosed connection has not been finalized but is tentatively scheduled to occur in the next 24 to 48 months.

Q8. *When will the Technology Education Center(TEC) and Health & Natural Sciences (HNS) buildings be erected and are there additional buildings being planned besides these and the Parking Structure? (RFP Section 3.1.1)*

A8: The Technology Education Center project is currently in the program verification phase and is scheduled for occupancy in August 2007. The Heath & Natural Sciences project has recently completed the programming phase. The Heath & Natural Sciences (HNS) project schedule has not been

finalized but a possible occupancy date would be January or August 2008. Two other projects included in the Facility Master Plan are the Early Childhood Education Center on west campus scheduled for completion in 2007 and the Business Community Education Center on west campus with an estimated completion date of 2010.

The construction schedules and general information regarding the Facility Master Plan are located on the Facility Master Plan website located at the following links:

http://www.cod.edu/facilities_plan/index.htm

http://www.cod.edu/facilities_plan/FMP_schedule.htm

Q9. *As COD requires the bank to hire students as a part-time worker, are there any COD student hourly wage guidelines the bank must abide by? (RFP Section 3.1.1.3)*

A9: It is not the intent of the College to mandate the hiring of students as part-time workers. However, it is the College's preference to provide opportunities for COD students. The language of the RFP is hereby modified in this section to include "The Financial Institution *may* provide part-time employment in the Financial Institution for COD students." The current wage rate for students workers is \$8.25 per hour. No Social Security taxes are deducted from these wages.

Q10. *Specifically, what does COD feel that they will be providing to the bank with the \$200,000 investment? How ready will the location be for the bank to install fixtures, furniture, etc? (i.e. bathroom facilities, walls, painting, electricity, water, heat, flooring). (RFP Section 3.1.1.4)*

A10: The College will be providing construction of the facility up to what is commonly called a "vanilla box". The \$200,000 includes, but is not limited to, additional non-load bearing partitions, floor finishes, wall painting, reworking of HVAC, plumbing, electrical and structural systems for the build out. The \$200,000 should be considered an "allowance" for the build out. Permanent items included in the build-out allowance include toilets, sinks, and basic 120v electrical outlets generally spaced at 12'-0" on-center at perimeter walls of the "vanilla box". Special security system requirements (cameras, locks, biometrics, etc.) are not included a part of the allowance. Special electrical requirements (208v, 240v, 480v, single or three phase) are not included as part of the allowance. The space will be developed with the College's architect for the Parking Structure to the Financial Institution's preference within the budget of the allowance. At completion of the Parking Structure project (approximately January 1, 2007) the space should be ready for business operations.

- Q11. *What types of items are anticipated being provided in the \$200,000 investment to be made by the College? Will the college be providing the furnishings in the space? Does this include or is this in addition to finishing the shell space? (RFP Section 3.1.1.4)*

A11: The Financial Institution shall assume the cost of decorating and renovating the area beyond its existing condition, including, but not limited to, painting, carpeting, ceiling, lighting, walls, doors, HVAC, electrical, and wall covering. Fixed casework, moveable furniture, and specialized financial equipment is the responsibility of the Financial Institution and all costs of such furniture and fixtures shall be the responsibility of the Financial Institution. The Financial Institution must bear all costs for facility improvements beyond this initial construction.

- Q12. *What is the number of ATM's the College is looking for and what functions should they have? (RFP Section 3.1.2.1)*

A12: The College is anticipating 1 full function (cash deposit and withdrawal) ATM station directly outside of the Financial Institution's office area. In addition, the College would like to see 4 additional ATM stations with limited functions (cash withdrawal). Proposed locations for consideration include SRC Cafeteria, Bookstore, Arts Center, and a location to be determined on the west side of Lambert Road.

- Q13. *What is the role of the liaison in the banking services? (RFP Section 3.4.1)*

A13: The role of the liaison is to provide a single point of contact designated as the Financial Institution's representative in providing insight into the College's operations, programs, and policies. It is anticipated that the site manager shall work cooperatively with the College Liaison in the development and improvement of the institution's services, operations, programs, and policies and resolution of any contractual issues.

- Q14. *What will be the College's level of involvement in the hiring and firing of the Institution's personnel? (RFP Section 3.4.3.2)*

A14: The College has requested the right to review the credentials and qualifications of all management personnel hired by the Financial Institution and provide input into the selection of these positions. Such input shall include providing opinions and impressions of candidate's ability to meet the College's service and operational expectations, but the College shall respect the Financial Institution's final authority to hire and fire.

Q15. *Will the College require specific "end user" references? (RFP Section 4.1.1)*

A15: No, however as a minimum, the College is requiring three (3) references showing successful operation of services that are comparable and relevant to the type requested by the College. These may include independent locations that are not leasehold arrangements.

Q16. *Will the submittal format of 8-1/2" X 11" paper in bound format be literally enforced? Does the 50 page limit for the proposal response include additional brochures? (RFP Section 5.0)*

A16: The proposal format is intended to provide a guideline to promote equity in the opportunities provided to all institutions. Reasonable variations to the size format that enhance the value of the proposal will be acceptable. In addition, a reasonable number of brochures or supplemental information that concisely communicates pertinent information are acceptable. Such supplements shall not replace any section of the proposal in its entirety, but rather provide supplemental information that is not easily or efficiently reproduced in the standard format. Responses to proposal sections that indicate only "see attached brochure", or that contain excessive non-related information that inhibits the College's ability to identify the pertinent information may be rated lower.

Please mark "ADDENDUM #1 RECEIVED" on the outside of your response envelope.
The due date for submission of your proposal remains on Friday, May 20, 2005 at 2:00 p.m.
Thank you very much for your interest in this project.

Sincerely,

Janet K. Fix
Purchasing Manager

page 5 of 5

College of DuPage
Branch Banking Services RFP
Evaluation Scoring Summary

	Bank of America				DuPage Credit Union				Oak Brook Bank			
	SE	JF	VF	TR	CW	Average	SE	JF	VF	TR	CW	Average
Services	30 points possible											
Hours of Service (10)	0	0	0	*	*	0.0	5	6	8	8	10	7.4
Proposed Services (10)	0	0	0	*	*	0.0	7	6	7	8	8	7.2
Staffing Plan (10)	0	0	0	*	*	0.0	5	6	6	8	10	7.0
RENT COMMITMENTS:	30 points possible											
Financial Institution Rent (20)	0	0	0	*	*	0.0	20	20	19	18	20	19.4
ATM Rent and Commission (10)	4	5	10	*	*	6.3	10	9	1	10	10	8.0
OTHER FINANCIAL	10 points possible											
Capital Improvements (5)	0	0	0	*	*	0.0	1	1	0	0	5	1.4
Other (5)	0	0	0	*	*	0.0	0	0	0	3	0	0.6
Qualifications	25 possible points											
1. Institution Qualifications (P/F)	P	F	P		P	P	P	P	P	P	P	P
2. References (5)	3	3	5	*	*	3.7	2	4	3	4	5	3.6
3. Company Profile & Experience (5)	3	3	5	*	*	3.7	4	3	3	4	5	3.8
4. Method & Approach (10)	0	0	0	*	*	0.0	7	8	10	5	10	8.0
5. ATM Specifications & Locations (5)	5	5	5	*	*	5.0	2	4	4	3	5	3.6
Miscellaneous	5 points possible											
Additional Information (5)	0	0	3	*	*	1.0	2	3	2	5	5	3.4
Non-Compliance & Proprietary (P/F)	P	F	P		P	P	P	P	F	P	P	P
Total Score	15	16	28	*	*	19.7	65	70	63	76	93	73.4
							48	67	60	65	87	65.4

* No Rating

Branch Banking Services RFP
Financial Offer Summary

	<u>Bank of America</u>	<u>DuPage Credit Union</u>	<u>Oak Brook Bank</u>
Facility Lease	No Bid	\$34,000 / year	\$14,400 / year
ATM Lease	\$1,200 per ATM + \$.25/NNT \$4,800 + \$6,250** / year	\$.50 per non-networked ATM transaction	\$300 per ATM \$300 / year
Capital Improvement	No Bid	No Bid	No Bid
Other Financial	No Bid	No Bid	No Bid
Total Compensation ***	\$11,050** / year	\$44,000 / year ****	\$14,700 / year

** based on 25,000 Non-Network Transactions (NNT)

*** Year 1 [3% escalation each year thereafter]

**** estimated based on 20,000 Non-Network Transaction (NNT)

College of DuPage
Branch Banking Services RFP
Evaluation Scoring Summary

Bank of America DuPage Credit Union Oak Brook Bank

Services		30 points possible		
Hours of Service (10)		0	7	9
Proposed Services (10)		0	7	7
Staffing Plan (10)		0	7	8

RENT COMMITMENTS:		30 points possible		
Financial Institution Rent (20)		0	19	12
ATM Rent and Commission (10)		6	8	4
OTHER FINANCIAL		10 points possible		
Capital Improvements (5)		0	1	1
Other (5)		0	1	3

Qualifications		25 possible points		
1. Institution Qualifications (P/F)				
2. References (5)		4	4	4
3. Company Profile & Experience (5)		4	4	5
4. Method & Approach (10)		0	8	6
5. ATM Specifications & Locations (5)		5	4	4

Miscellaneous		5 points possible		
Additional Information (5)		1	3	3
Non-Compliance & Proprietary (P/F)				

Total Score	20	73	65
--------------------	-----------	-----------	-----------

**College of DuPage
Branch Banking Services Termination of Agreement**

DuPage Credit Union desires to terminate the Branch Banking Services on campus and terminate ATM services at the PE building and DuPage Credit Union Banking Center location at the College of DuPage. Therefore, it is mutually agreed and acknowledged that the previous "College of DuPage Branch Banking Service Agreement" dated January 1, 2008 is hereby terminated effective July 31, 2009, each party being deemed to have entirely and completely fulfilled any of the parties' obligations thereunder, and furthermore, each party does hereby fully, completely and forevermore release the other therefrom.

Branch Banking Services Agreement Section 7

Branch Banking Services RFP Section 3.2 TERM AND TERMINATION

3.2.2.1 Termination Without Cause, Branch Services Agreement May, 2005

Written notice must be given by the party terminating to the other party prior to the effective date of termination. The Financial Institution may terminate by giving no less than one-hundred-twenty (120) days notice to the College.

Proposed Date - Proposed termination date of Branch Banking Services, July 31st, 2009.

ATM Services, Section 3.1.2 AUTOMATED TELLER MACHINES (ATM)

3.1.2.3 Financial Institution Rights and Obligations, Branch Services Agreement May, 2005

g) Financial Institution agrees to leave any additional ATMs identified in Section 3.1.2.1b in the specified location for a period of not less than 12 months, unless agreed by both parties. Institution may request to remove an ATM after this period based upon poor financial results. Such conditions for removal must be indicated in writing prior to installation and such requests shall not be reasonably withheld by the College.

Updated Branch Services Agreement, March, 2008

ATM Space Rental Payment

In consideration for the space to be provided, the Financial Institution shall pay a rental fee of \$.50 for each surchargeable foreign transaction performed at all ATM's located on the College campus. This fee shall be calculated and paid on a monthly basis in arrears. Surchargeable foreign transactions shall be defined as any ATM withdrawal that incurs a surcharge fee. Should ATM surcharging become unlawful during the term of this Agreement, both parties will renegotiate this section.

Proposed Date - Proposed termination date of the PE building and the Credit Union Banking Center ATMs July 31st, 2009.

Considerations

- Discontinue pursuit of permanent location
- Timeframe to notify the College faculty and students
 - ATMs
 - Banking Center
- Maintain ATM in Student Resource Center (SRC) through April 30, 2010
- Maintain presence on-campus via attending College events
- Pursue alternatives for the Modular Unit

In witness, the parties have caused this Agreement to be executed on the 7th day of
July, 2009.

DUPAGE CREDIT UNION:

COLLEGE OF DUPAGE:

By:

By:

Its _____

Its Vice President for Administrative Affairs

All notices and communications to be
directed to President,
DuPage Credit Union, 1515 Bond
Street and P.O. Box 3930, Naperville,
Illinois 60567

All notices and communications to
be directed to Director of Business
Affairs, College of DuPage,
425 Fawell Blvd., Glen Ellyn,
Illinois, 60137



For Board Consent
Item #7.4 (o)
7/14/05

To: Members of the Board
From: Dr. Sunil Chand
Subject: Branch Banking Retail Financial Services Agreement - RFP

RECOMMENDATION: That the Board of Trustees approve the 5 year contract for Branch Banking Retail Financial Services with DuPage Credit Union of Naperville, Illinois, for a 5 year term from January 1, 2007 to December 31, 2012, at a lease cost of \$17 per square foot plus \$.50 per non-network ATM transaction, in accordance with contract terms.

On April 25, 2005, proposals for branch banking retail services were issued to thirty-seven vendors in the area. On May 4, 2005 a pre-proposal conference was held for all interested vendors at which six firms attended. On May 20, 2005, proposals for branch banking retail financial services were due in which the College received three proposals for consideration from Bank of America, DuPage Credit Union, and Oak Brook Bank.

Board Policy #6160, Privatization of College Services delineates the criteria for provider selection by considering the ability to meet the service quality requirements of the College in a satisfactory manner while providing reasonable financial provisions. Members of each constituency group at the College were invited to participate in a committee and were charged with the establishment of service requirements, development of the RFP specifications, review of the proposals submitted and recommendation of a qualified vendor to provide retail financial services to the college community.

The following individuals served on this committee:

<u>Committee Member</u>	<u>Constituency Represented</u>
Scott Engel	Administration
Victoria Fox	Classified
Jan Fix	Classified
Bryan Johnson	Classified
Tom Ryan	Administration
Chris Wodka	Administration

The branch banking retail financial services provided under this contract would include traditional “bank” type services directly on our campus as well as a comprehensive web site and would be available to the entire college community including students and staff. Proposals were reviewed and evaluated based on the following criteria as outlined in the RFP:

- Responsiveness to College’s objectives
- Ability to meet specifications, requirements, and provisions of the RFP
- Record of Performance and service in higher education
- Types and levels of services proposed
- Value of products and services offered
- Personnel structure and development
- Marketing and Communication programs
- Level of technology integration
- Financial return to the College
- Capital investment program

Evaluation scores were submitted by each committee member, based on the RFP criteria, to determine a total score for each vendor. A summary of these evaluation scores is attached for your review. The committee concluded that the branch banking retail financial services proposal offered by DuPage Credit Union provides a closer match to the service quality and operating requirements of the college community.

The DuPage Credit Union (DCU) has been serving the college staff since January 2002, as a result of the merger with the College of DuPage Credit Union, with offices located in IC3080. Under this new agreement, the credit union would occupy 2000 sq. ft. in offices located adjacent to the new parking structure in the center of the campus, providing daily office hours as well as two 24-hour ATM locations on campus. The new contract with DCU provides an annual lease cost of \$17 per square foot or \$34,000 annually with an escalation of 3% each year of the agreement. This lease provides a payback of approximately 5 years on the construction cost of the new facility including utilities. In addition, DCU will be paying the college a lease fee of \$.50 per non-network transaction for the ATMs for an estimated annual revenue of \$10,000. Actual ATM revenue will vary contingent upon the volume on non-network transactions on the ATMs. This lease fee matches the existing rate being paid to the college by the current ATM provider.

DuPage Credit Union is a non-profit, member-owned, financial cooperative which provides a service motivation much different than a normal retail bank with decisions centered around members' interests as opposed to stockholder profit. DCU has served the DuPage community for almost 50 years and has demonstrated over the past several years their commitment to developing relationships with the college and its community with a proven record of providing quality financial products and excellent service to those choosing DCU as their financial service provider. Currently the credit union serves approximately 30% of the employees at the college. DuPage Credit Union offers to the College of DuPage, a partnership providing an emphasis on people, customer satisfaction, and proven performance that will provide a comprehensive program to meet the needs of the college community.

References for DuPage Credit Union included College of DuPage and Tellabs Corporation in Naperville. DCU also operates 5 other office locations throughout the county.