



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 5962

TITLE: BANKING SERVICES
DATE: NOVEMBER 20, 2020
BUYER: LYNDA SEABAUGH, ASSISTANT
 CONTROLLER
EMAIL: lseabaugh@semo.edu
PHONE: (573) 651-2076

**For USPS/FedEx/UPS, etc.
 Proposals must be mailed to:
 Purchasing Department
 Southeast Missouri State University
 One University Plaza, Mail Stop 3280
 Cape Girardeau, MO 63701**

**OR delivered by offeror to:
 Purchasing Department
 Academic Hall Room 200F
 Normal Avenue
 Cape Girardeau, MO 63701**

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: DECEMBER 18, 2020
TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

The notice of award is made subject to availability and appropriation of funds as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal.

| | | | |
|--|------------------------------|--------------------|-----------------------|
| AUTHORIZED SIGNATURE | | PRINTED NAME/TITLE | |
| COMPANY NAME | | | CURRENT DATE |
| MAILING ADDRESS | | | TELEPHONE NUMBER/EXT. |
| CITY | STATE | ZIP CODE | |
| CONTACT PERSON | CONTACT PERSON EMAIL ADDRESS | | FACSIMILE NUMBER |
| DELIVERY DATE: DAYS ARO, FOB DESTINATION PROMPT PAYMENT TERMS: % DAYS NET DAYS | | | |
| NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY) | | | |
| AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY | | | DATE |

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

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Terms and Conditions (dated 08/27/2019)

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

INTRODUCTION AND BACKGROUND INFORMATION

1. Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”) and Southeast Missouri University Foundation (hereinafter referred to as “Foundation”) are requesting proposals for Banking Services to include the following: 1) the University’s general banking services and campus branch bank and ATMs and 2) the Foundation’s general banking services. The purpose of this RFP document and the resultant contract(s) is as follows:
 - 1.1 To provide the University and Foundation with the most efficient and cost-effective combination of banking services to facilitate the daily financial activity required in the business world.
 - 1.2 To maximize investment income on daily cash balances.
 - 1.3 To comply with University statutory bidding requirements for general banking requirements (Sec. 110.070 RSMo). The financial institution must be a member of the Federal Reserve System and must have access to all Federal Reserve services (e.g., check processing, electronic funds transfer, etc.) The financial institution must be insured by the Federal Deposit Insurance Corporation (FDIC).
 - 1.4 To offer banking institutions and other financial institutions the opportunity to do business with the University and Foundation on a competitive basis.
2. Offerors may submit proposals as follows:
 - Pricing Page A - University banking services (including the branch banking and ATMs) To be considered for the University banking services award, interested banking institutions must submit a proposal which packages the pricing for both the University general banking services and the campus branch bank and ATMs.
 - Pricing Page B - Foundation banking services
 - Pricing Pages A & B – University and Foundation banking services – evaluated separately
 - Pricing Page C – University and Foundation banking services – evaluated combined
 - 2.2 The University and Foundation prefer to award to one (1) bank but will be evaluating proposals both separately and combined. Though not mandatory, offerors are strongly encouraged to detail any discounts or incentives to the University and Foundation should all services be awarded to one bank.
 - 2.3 The University and Foundation will evaluate all base and alternate proposals and will award a contract(s) which, in the sole opinion of the University, will result in meeting the best interests of the University, the Foundation, and its students being served. The University/Foundation reserves the right to not award a contract(s) if deemed to be in the best interest of the University/Foundation.

3. The University is a regional public comprehensive university located in Cape Girardeau, Missouri, enrolling approximately 10,000 students and employing approximately 1,050 full-time employees.
4. The anticipated time frame for this project is as follows:

Issue RFP: November 20, 2020
Last day to receive communications and/or inquiries regarding the competitive solicitation via email to authorized Representative: December 11, 2020
RFP Closing Date: December 18, 2020
Proposal Review and Evaluation: Beginning December 21, 2020
Contract Award Date: February 26, 2021
Contract must be fully operational: July 1, 2021
5. Exhibits A and B reflect information pertaining to University and Foundation MasterCard, VISA, and Discover Card transactions for FY20. Monthly statements for October through December 2019 are available upon request by emailing lseabaugh@semo.edu.
6. Exhibit C reflects information pertaining to the number of transactions conducted at the University Center's ATM, Towers Complex ATM, and Dobbins Center (River Campus) ATM for June 2018 – May 2020.
7. Exhibit D reflects average daily balances for the University and Foundation accounts for each month during FY20.
8. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.
9. In the event the contractor desires that the University/Foundation sign contract agreement documents in addition to the contract established in accordance with the Request for Proposal document, it is the contractor's responsibility to ensure such contract agreements do not contain language which contradicts terms and conditions contained in the RFP.

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

SCOPE OF WORK - UNIVERSITY BANKING SERVICES AND BRANCH BANKING / ATMs

UNIVERSITY BANKING SERVICES

1. The banking institution (hereinafter referred to as “contractor”) shall provide banking services in accordance with the terms and conditions specified herein. The contractor must have a full service banking facility within the city limits of Cape Girardeau, be chartered under existing Federal or State of Missouri laws, be a member of the FDIC or FSLIC and agree to revise the contract as required by changes in law. *Italicized items noted below should be fully described with the offeror’s response.*
2. **Repurchase Agreement**
 - 2.1 The contractor must provide the University with a collateralized repurchase agreement that complies with Missouri State Statutes to invest daily available cash balances. *Describe the repurchase sweep process and how interest earnings are calculated.*
 - 2.1.1 Daily repurchase statements showing the amount invested, the interest rate, the interest amount, applicable dates, and collateralization as applicable must be provided to the University on the next business day.
 - 2.2.1 In no case shall the interest rate paid to the University on any of its accounts be less than the published rate paid to other depositors of the contractor for deposits of a similar type and maturity.
3. **Bank Accounts**
 - 3.1 The contractor must provide the University with five bank accounts as follows:
 - One (1) zero balance sweep master account for processing deposits, receiving ACH credits, sending wires, etc. (Deposits account)
 - Three (3) zero balance sweep checking accounts for Accounts Payable, Payroll, and the Show Me Center.
 - One (1) checking account to service its employee flex benefits (i.e., cafeteria plan)
4. **Collateralization**
 - 4.1 The contractor must collateralize the University’s cash and investment balances with obligations of the character prescribed by Section 30.270.1, RSMo 2018 as amended. The University’s cash balances are not to be withdrawn without prior authorization of the University.
 - 4.1.1 The market value of pledged securities must be equal to one hundred three percent (103%) of the actual amount of the daily balance less the amount of the insurance provided by an agency of the federal government.
 - 4.1.2 Collateralized obligations must be held by a third party.

4.1.3 The contractor must provide the University with a monthly report summarizing the market value of all securities pledged to the University.

4.1.4 The contractor must provide the University with a means of verifying the market values of the securities as required by the University's external auditors.

5. **Investments and Safekeeping**

5.1 If requested by the University, the contractor must provide a listing of published rates including rates for long-term certificates of deposit, jumbo certificates of deposit, and money market deposits.

5.2 The contractor must provide an investment safekeeping account to hold investment securities that may be purchased from either the contractor or another investment broker/bank.

5.2.1 The contractor must be able to settle the purchase and maturity of investments held in safekeeping through the Deposits bank account.

5.2.2 The contractor must provide a monthly investment account statement (electronic access preferred) listing monthly activity and current values (cost and market) of all individual investments.

6. **Depository Services**

6.1 The contractor must post all items (except for credit card transactions) that are presented by the University before at least 2:00 p.m. to the University's ledger account balance the same day such items are presented. *Please describe cut-off times for different transactions and when the validated deposits will be returned to the University.*

6.1.1 The items must be posted to the University's collected balance as soon as banking regulations allow. *Please describe how the availability of funds are calculated and please provide a copy of the funds availability schedule that will apply to deposits into the University's accounts..*

6.1.2 The contractor must resolve discrepancies within deposits. *Please describe how discrepancies will be adjusted, resolved, and reported to the University. Please describe the contractor's policy on tampered deposit bags, counterfeit bills, etc.*

6.2 The contractor must clear out-of-town, out-of-state, foreign, and non-encoded checks deposited by the University on a timely and accurate basis.

6.3 The contractor must process all returned items in an accurate and timely manner. *Please describe the process, including if images are available on-line, if checks are ever refused for untimely processing, if returned checks can be converted into an ACH item, etc.*

6.3.1 Returned items must be presented twice and if returned a second time, promptly charged against the University's depository account. The actual returned check or a legal copy of the check must then be delivered daily to the University as received.

6.4 The contractor must accept large amounts of non-sorted coin on a weekly basis.

- 6.4.1 The University currently deposits an average of \$700 to \$1,500 in unwrapped coin per week. The contractor shall agree that these figures are subject to change, depending on the University's requirements.
- 6.5 The contractor must provide night depository service and the associated daily deposit supplies.
 - 6.5.1 The University estimates its needs to be approximately twenty-five (25) locking bags and fifty (50) zippered bags.
 - 6.5.2 The University currently uses the following supplies as needed
 - Deposit slips: approximately 1,200 duplicate deposit slips per year
 - Deposit stamps: 15-20 stamps in year one
 - Currency and coin envelopes: approximately 200-300 per year

7. **Check Payments and Positive Pay**

- 7.1 The contractor must provide payment on checks and other debits issued by the University subject to restrictions regarding authorized signers, maximum dollar amounts, and positive pay.
 - 7.1.1 The University will provide the contractor with a list of authorized signers.
 - 7.1.2 The University prints on blank check stock. The contractor must be able to provide technical support to ensure the University meets the contractor MICR requirements.
 - 7.1.3 University checks contain a clause which states either "void one year from date of issuance" or "void 180 days from date of issuance." The contractor must not negotiate or pay on any University check after the dates as listed on the individual checks.
 - 7.1.4 The contractor must provide both regular and payee positive pay for checks issued by the University. Payee positive pay is currently used for the Payroll and Accounts Payable accounts. Regular positive pay is currently used for the flex benefits account. *Please describe the positive pay options offered, including the data transmission process and system requirements, the deadline for the transmission of check issuance files, the way the University will be notified of items to be paid or rejected, and the method and timeframe to make such decisions.*
 - 7.1.4.1 The contractor must provide all necessary support, training, and software (if not internet-based) for positive pay on the checks issued by the University.
 - 7.1.4.2 In addition to sending files of authorized checks to the contractor, it is preferred the contractor also provide a means for the University to enter smaller batches of check issues/cancellations into the banking system.
 - 7.1.4.3 The contractor must have a process in place for its employees to contact the University to verify any issued checks are valid if such checks are presented for payment before the positive pay file is uploaded to the bank.
 - 7.1.4.4 The contractor must have a process in place for the University to administer

positive pay on all checks issued and ability to view and respond to positive pay exceptions.

7.1.5 The contractor will be required to negotiate checks payable from the University to individuals (e.g., students or staff), for no charge to the individual if the check is not altered, not stale dated, and the payee can present identification which is acceptable to the financial institution.

7.1.6 The contractor must provide a means to place stop payments on checks.

8. **ACH Services**

8.1 The contractor must provide the University with the necessary ACH and EFT services which allow the University to transfer funds to, and accept funds from, bank accounts owned by other individuals or organizations. *Please describe in detail the ACH options available, corresponding cutoff times, hours of operation of the ACH department, and back-up plans in place for data transmissions.*

8.1.1 The contractor must be able to provide a way for the University to initiate debit/credit ACH/EFT transactions with multiple addenda records electronically, via website, web mailbox, or PC based software.

8.1.2 The University must be able to initiate credit ACH files for the University to pay students refunds, employee salaries, employee reimbursements, and accounts payable vendors.

8.1.3 The University must be able to process debit ACH files to collect funds from students' bank accounts from online payments and retirees' bank accounts.

8.1.4 The contractor must offer both next day and same day ACH options.

8.1.5 The contractor must be able to process all ACH reversals for the University, both single transactions and complete files.

9. **Wire Transfers**

9.1 The contractor must process the University's incoming and outgoing wire transfers. *Please describe all required and recommended security features in place such as security tokens or additional approvals.*

9.1.1 The contractor must be able to process both domestic and international wires for the University. *Please detail the cutoff times in CST for incoming and outgoing wire transfers in USD and foreign currencies.*

9.1.2 The contractor must be able to process international wires in US currency as well as foreign currency. Typical currency sent includes, but is not limited to, euros, pounds, and rupees.

10. **Credit Card Processing**

10.1 The contractor must provide merchant numbers and be equipped to handle the electronic draft capture (EDC) processing of a large number of MasterCard, VISA, and Discover Card transactions on a daily basis as illustrated in Exhibit A for the University.

10.1.1 Current processing is as follows:

| Merchant Name | Outlet # | Terminal Info |
|--------------------------|--------------|-----------------------------------|
| CATAPULT CREATIVE HOUSE | 260180674889 | FreedomPay Gateway w/ card reader |
| HUTSON GREENHOUSE | 260180672883 | FD130 terminal (1) |
| SHOW ME CENTER | 260180676884 | FD130 terminals (6) |
| SOUTHEAST MO STATE SFS | 260180678880 | Monetra 4.1.0 DW/DW EC |
| SOUTHEAST MO STATE UNIV | 260180677882 | Authorize.net Gateway |
| SOUTHEAST REC SERVICES | 260180671885 | FD130 terminal (1) |
| SOUTHEAST UNIV MOBILE CC | 260180675886 | Clover Go (2) |
| SOUTHEAST UNIV TICKETS | 260180670887 | Cybersource Gateway, Paciolon |

10.1.2 The contractor must provide the University with options to buy or lease EMV (Europay, MasterCard, and Visa) equipment used to process credit card transactions by EDC. All options must be PCI compliant.

10.1.3 The contractor must provide University employees with the necessary training to process all EDC transactions.

10.1.4 The contractor must provide processing for all credit card transactions on the University's website.

10.1.5 The University must receive "next business day" credit for all credit card deposits (EDC and manual) which are transmitted each day to the contractor's facility.

10.1.6 The contractor must charge the University a discount rate based on the net monthly credit card transaction volume. The net volume is based on the gross sales volume less any refunds processed by the University.

10.1.7 If requested by the University, the EDC system must be able to process American Express transactions on a daily basis, in accordance with all requirements stated for MasterCard, VISA, and Discover Card transactions. The contractor must act as a "direct deposit" institution for collected funds.

10.2 The University does not currently accept PIN debit card transactions.

10.3 The contractor must provide a mobile credit card payment device for mobile devices, including smartphones, ipads, and laptops, by which the University can process customer credit card payments. The device and application must be PCI compliant. *Please describe options and associated costs available.*

11. Treasury Management Program

11.1 The contractor must provide the University with an online banking program which allows authorized employees to access daily the University's bank accounts. *Please describe any specific hardware/software requirements needs of the University to communicate with the system.*

11.1.1 Online banking must allow the University's authorized employees to perform, at a minimum, the following:

- Access daily detailed account reporting (for prior day and current day) including addenda information for review and printing which shows beginning and ending ledger balances, collected balances, and available balances. *Please provide a sample of prior day and current day reports that would be the best example of the system's capabilities.*
- Perform a check search to verify whether a specific check has cleared or not
- Enter stop payments
- View and print images of cancelled checks (front and back) and deposits
- Transfer funds between University bank accounts (internal transfers)
- Download selected bank transactions based on filter criteria, including date ranges, accounts, and amounts, in an electronic file that can be exported to Excel
- Ability to filter block specific ACH Debit transactions on three (3) accounts
- Ability to filter block all Debit transactions on one (1) account
- Pay employer state withholding tax to the state of Missouri electronically
- Issue online check payments in case of emergency
- Process/administer positive pay as noted above
- Process ACH transactions and wire transfers, including templates for recurring transactions, as noted above

11.1.2 System must allow for secure, dual administration (separation of duties) for initiating and approving user access, permissions, wire transfers, ACH transfers, template setups, etc. *Please describe.*

11.1.3 Information must be available for a minimum of six (6) months

12. Reporting Services

12.1 For all University accounts, the contractor must provide electronic bank statements within two (2) business days after the end of each cycle. Bank statements must be provided online for download in pdf and Excel formats. All of the University's deposits, withdrawals, and daily balances must be listed on each statement for the period covered.

- Weekly and partial week statements for three (3) accounts - In addition to weekly electronic bank statements, the contractor must provide separate partial week electronic bank statements for the weeks when the month ends/begins mid-week.
- Monthly statements for two (2) accounts.

12.1.1 The contractor must provide the University with an online option of electronically obtaining transactions including a list of all cleared checks supporting each bank statement, in a manner acceptable to the University (ability to export to Excel

preferred). Information on CD is not acceptable. The list must contain the following information for each canceled check:

- Account number
- Check number
- Check amount
- Date check cleared

12.1.2 The contractor must occasionally provide the University with photocopies of individual deposit slips or checks within a deposit. The photocopies must be provided within three (3) business days after the request is made. The contractor must keep the University's original or imaged deposit slips and canceled checks on file for five (5) years from the date of issue.

12.1.3 The contractor must provide the University with image copies of all the canceled checks by electronic means other than disc that are no longer available in online banking on at least a monthly basis. *Describe the media that will be used.*

12.1.4 The contractor must provide the University with daily reports related to ACH transactions, including ACH notifications of change reports, ACH returns reports, and EDI reports which provide supplemental information on ACH credits received.

12.2 The contractor must provide a separate detailed list of bank charges for each of the University's accounts each month (i.e., account analysis form). Payment of said services will be by automatic debit by the bank. Any discrepancies on the account analysis form must be researched by the contractor and, if necessary, be credited back to the University by the contractor.

12.3 The contractor must confirm bank balances for confirmations upon request for the University's external auditors.

13. **Other Services**

13.1 The contractor must provide coin to University departments as needed.

13.2 The contractor must provide a cash supply for the University for change and/or events. Return cash must be to the University within 24 hours of request via University courier.

13.2.1 Estimated to be approximately two (2) times per month, typically less than \$500 for Cashiering and less than \$5,000 for University auxiliaries.

13.3 The contractor must provide bank money orders and cashiers' checks for official University business

13.4 The contractor must provide gift cards in varying amounts for official University business

14. **Other Services Not Currently Used by the University** – The services below are services that the University may be interested in but are not currently used by the University. *Please describe in detail such services, including processing times, hardware/software needs, setup options (single or multiple users), separation of duties, reporting capabilities, costs, etc.*

14.1 Remote Deposit Capture, which would allow the University to scan checks and transmit

the scanned images and/or ACH data to the bank for posting and clearing.

14.2 Reloadable debit cards to be used in lieu of paper payroll checks that can be replenished through the transmittal of an ACH file. The employee must have the ability to have immediate access to the funds on payday, no fees charged directly to the card, and online access to account information such as balance, transactions, and monthly statements.

15. The contractor must provide the University with the necessary training, support, and customer service assistance required to implement and carry out the terms of the contract. *Please describe the conversion and implementation process and activities, including a sample timeline and description of various conversion and implementation tasks for both the offeror and the University. Please describe the support provided by the company during conversion and implementation, including technical assistance, online user manuals, instructional materials, on-site visits, or other assistance. Please describe initial and ongoing training you provide for program administrators. Please provide information on the web-based information reporting system including security for users and approvers, electronic notifications, direct deposit services, ACH and wire transfer services, etc.*

15.1 In the case of a natural disaster or emergency, the University requires bank representatives to be available via telephone to provide banking information and/or process payment requests/bank transfers. *Please describe the contractor's electronic data procedures and/or manual systems used to provide banking services in the event of a disaster.*

BRANCH BANKING / ATMs

1. The contractor shall lease University premises for the operation of a Branch Banking Facility at the University Center, an Automated Teller Machine (ATM) at the University Center, and additional ATM(s) or CDM(s) at other agreed upon location(s) at the University (such as at the Towers Housing Complex or River Campus) for the primary purpose of providing convenient banking services for University students, faculty, and staff. In addition to the banking locations specified herein, the contractor must have and maintain a full-service banking facility within the city limits of Cape Girardeau, be chartered under existing Federal or State of Missouri banking laws, be a member of the FDIC, and agree to revise the contract as required by changes in law.
2. Contractor shall make an annual lease payment in July of the initial year of the award and in July upon each renewal to the University as indicated on the Pricing Page(s). If circumstances would require the contract to be terminated before the end of the contract year, a prorated refund would be made to the contractor.
3. Contractor shall provide the University with statements as to the numbers of transactions conducted at each ATM/CDM location. This information must be provided at least annually, or more frequently, if preferred. Contractor shall also respond to reasonable requests for information from the University concerning the usage and services of the Branch Facility and each ATM/CDM.
4. The Branch Facility and ATM shall be located at the same spaces within the University Center which are currently being used for those purposes. The additional ATM(s) or CDM(s) shall be located at mutually agreeable location(s), such as at the Towers Complex or the River Campus.
5. Contractor shall provide University students, faculty, and staff with the ability, at a minimum, to

open/close checking and savings accounts; make deposits to, withdrawals from, and transfers between such accounts; cash checks issued by the University for customers; and purchase money orders.

- 5.1 The Contractor shall provide University student groups with the ability to open a checking account. Although the contractor may charge appropriate fees for this service, the contractor agrees and understands that there will be no minimum dollar amount to either open or maintain the checking accounts.
- 5.2 The Contractor shall be responsible for the collection of any and all returned NSF checks.
6. The ATM shall provide banking services which are standard to “full service” ATMs in the banking industry. Customers who have accounts with contractor shall be able, at a minimum, to make cash withdrawals, deposits, transfer funds between accounts, make account balance inquiries, and to receive card advances. Customers who do not have accounts with the contractor shall be able, at a minimum, to make cash withdrawals and to receive credit card advances. Fees and limitations, if any, for ATM transactions shall be as stated in the contractor’s proposal.
7. At a minimum, the required hours of operation for the Branch Facility should be 9 a.m. to 4 p.m., Monday through Friday. All hours are stated while University classes are “in session.” Other hours, including when classes are not in session, the branch should be open with hours to be mutually agreed upon between the University contract administrator and contractor. The ATMs shall be available for use 24 hours a day, seven days a week or consistent with the hours of operations for the complex. University shall have final approval of hours of operations for all banking locations.
8. The University shall not be responsible for business interruption of contractor due to vandalism, fire, power failure, riot, nor any other calamity. The University also retains the absolute right to control the University calendar and shall not be liable in any way for closing campus locations in accordance with such calendar or for any other purpose. Activities carried out by the contractor shall not interfere with the normal operations of the University.
9. Contractor shall hire, train, and supervise all employees and agents needed to meet the requirements of the contract. The University shall permit authorized representatives of contractor access during reasonable hours to all banking locations for the purpose of meeting the requirements of the contract. The University shall make available, at no charge, a reasonable number of special parking permits for employees and agents of contractor engaged for these purposes. Contractor agrees to provide each of its employees and agents of contractor engaged for these purposes. Contractor agrees to provide each of its employees and agents who are performing services in connection with the contract with proper photo identification.
10. Contractor shall pay for any and all expenses incurred to meet the requirements of the contract, including, but not limited to, construction/remodeling, utility extensions and installation, equipment, furnishings, and operating costs. Construction/remodeling and the routing, design, and installation of all ATMs and related equipment must be approved by the University prior to commencement of associated work.
11. All equipment and furnishings provided by contractor shall remain the property of the contractor whether moveable or affixed, imbedded, or otherwise attached to University property.

12. Contractor shall provide any and all surveillance and security equipment and measures necessary for the proper protection of contractor's employees, customers, premises, and equipment. Contractor shall communicate and coordinate these efforts with appropriate University personnel.
13. The University shall supply all required utilities at no cost to contractor excluding utility extensions, installations, and telephone services. The University cannot guarantee an uninterrupted supply of utilities and shall not be liable for any loss which may result from the interruption or failure of any utility. However, the University shall be diligent in restoring utility services following an interruption.
14. Contractor shall be solely responsible for the timely and proper cleaning, servicing, maintenance, and repair of all locations and their associated equipment. The University shall keep the areas surrounding all such locations free from debris and other objects which may interfere with their purposes. The University shall not be responsible for any damage to contractor's equipment or property nor shall it have any responsibility for transactional error resulting from equipment malfunctions.
15. Contractor, at its sole expense, shall have the right to place signs in the vicinity of each banking location. Signs may include such information as contractor reasonably determines to be appropriate, such as contractor's name, logo, and hours of operation. The size, design, number, and location of signs must be approved by the University.
16. The University may communicate the banking locations and services provided to its students, faculty, and staff in whatever reasonable manner it deems appropriate. Advertising used by contractor making specific reference to University banking locations must be approved by the University prior to release. The University agrees to provide reasonable space adjacent to each banking location for the display of promotional literature and application forms relating to the program. All such literature and forms shall be at the contractor's sole expense.
17. The contractor shall only have exclusive rights provided by this contract for branch banking at the University Center branch location and for ATM service in the University Center foyer. For the two locations listed, the University shall not permit active marketing by other institutions offering services similar to those provided by this contract, including credit card promotions. However, such exclusivity shall not apply to agreements previously made by the University prior to the effective date of this contract.
18. Upon termination or expiration of the contract, the contractor shall vacate all premises and deliver such premises to the University in the same condition that they were in at the time the contractor entered the premises, reasonable use and wear excepted. Contractor shall have the right to remove such furnishings and equipment not permanently affixed within thirty (30) days of termination. If another contractor is selected to provide continued services, both contractors shall work jointly to provide minimum interruptions in service to University students, faculty, and staff. The University, at its option, shall retain intact all leasehold improvements, excluding ATMs and other banking equipment, or require contractor to remove such improvements within thirty (30) days of notification, with repair to the facility at the contractor's expense.
19. If the University implements a prepaid debit card program for students or employees, the contractor agrees to accept the cards at ATM locations on campus with no fees or allow the card vendor to setup a machine for these students/employees to use for said cards.

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

SCOPE OF WORK - FOUNDATION BANKING SERVICES

1. The banking institution (hereinafter referred to as “contractor”) shall provide banking services in accordance with the terms and conditions specified herein. The contractor must have a full service banking facility within the city limits of Cape Girardeau, be chartered under existing Federal or State of Missouri laws, be a member of the FDIC or FSLIC and agree to revise the contract as required by changes in law. Italicized items noted below should be fully described with the offeror’s response.

2. **Repurchase Agreement**
 - 2.1 The contractor must provide the Foundation with a collateralized repurchase agreement *Describe the repurchase sweep process and how interest earnings are calculated.*
 - 2.1.1 Daily repurchase statements showing the amount invested, the interest rate, the interest amount, applicable dates, and collateralization as applicable must be provided to the Foundation on the next business day.
 - 2.2.1 In no case shall the interest rate paid to the Foundation on any of its accounts be less than the published rate paid to other depositors of the contractor for deposits of a similar type and maturity.

3. **Bank Account**
 - 3.1 The contractor must provide the Foundation with one (1) checking account for processing deposits and payables.

4. **Collateralization**
 - 4.1 The contractor must collateralize the Foundation’s cash and investment balances with obligations of the character prescribed by Section 30.270.1, RSMo 2018 as amended. The Foundation’s cash balances are not to be withdrawn without prior authorization of the Foundation.
 - 4.1.1 The market value of pledged securities must be equal to one hundred three percent (103%) of the actual amount of the daily balance less the amount of the insurance provided by an agency of the federal government.
 - 4.1.2 Collateralized obligations must be held by a third party.
 - 4.1.3 The contractor must provide the Foundation with a monthly report summarizing the market value of all securities pledged to the Foundation.
 - 4.1.4 The contractor must provide the Foundation with a means of verifying the market values of the securities as required by the Foundation’s external auditors.

5. **Investments**

- 5.1 If requested by the Foundation, the contractor must provide a listing of published rates including rates for long-term certificates of deposit, jumbo certificates of deposit, and money market deposits.

6. **Depository Services**

- 6.1 The contractor must post all items (except for credit card transactions) that are presented by the Foundation before at least 2:00 p.m. to the Foundation's ledger account balance the same day such items are presented. *Please describe cut-off times for different transactions and when the validated deposits will be returned to the Foundation.*
- 6.1.1 The items must be posted to the Foundation's collected balance as soon as banking regulations allow. *Please describe how the availability of funds are calculated and please provide a copy of the funds availability schedule that will apply to deposits into the Foundation's accounts..*
- 6.1.2 The contractor must resolve discrepancies within deposits. *Please describe how discrepancies will be adjusted, resolved, and reported to the Foundation. Please describe the contractor's policy on tampered deposit bags, counterfeit bills, etc.*
- 6.2 The contractor must clear out-of-town, out-of-state, foreign, and non-encoded checks deposited by the Foundation on a timely and accurate basis.
- 6.3 The contractor must process all returned items in an accurate and timely manner. *Please describe the process, including if images are available on-line, if checks are ever refused for untimely processing, if returned checks can be converted into an ACH item, etc.*
- 6.3.1 Returned items must be presented twice and if returned a second time, promptly charged against the Foundation's account. The actual returned check or a legal copy of the check must then be delivered daily to the Foundation as received.
- 6.4 The contractor must accept large amounts of non-sorted coin on a weekly basis.
- 6.4.1 The Foundation currently deposits an average of \$1,00 to \$1,500 in unwrapped coin per week. The contractor shall agree that these figures are subject to change, depending on the Foundation's requirements.
- 6.5 The contractor must provide night depository service and the associated daily deposit supplies.
- 6.5.1 The Foundation estimates its needs to be approximately three (3) locking bags.
- 6.5.2 The Foundation currently uses the following supplies as needed
- Deposit slips: approximately 400 duplicate deposit slips per year
 - Deposit stamps: four (4) stamps in year one

7. **Check Payments and Positive Pay**

- 7.1 The contractor must provide payment on checks and other debits issued by the Foundation

subject to restrictions regarding authorized signers, maximum dollar amounts, and positive pay.

- 7.1.1 The Foundation will provide the contractor with a list of authorized signers.
- 7.1.2 The Foundation prints on blank check stock. The contractor must be able to provide technical support to ensure the Foundation meets the contractor MICR requirements.
- 7.1.3 Foundation checks contain a clause which states either "void one year from date of issuance." The contractor must not negotiate or pay on any Foundation check after one (1) year from the original issue date.
- 7.1.4 The contractor must provide both regular and payee positive pay for checks issued by the Foundation. Positive pay is not currently used by the Foundation, so both options should be presented. *Please describe the positive pay options offered, including the data transmission process and system requirements, the deadline for the transmission of check issuance files, the way the Foundation will be notified of items to be paid or rejected, and the method and timeframe to make such decisions.*
 - 7.1.4.1 The contractor must provide all necessary support, training, and software (if not internet-based) for positive pay on the checks issued by the Foundation.
 - 7.1.4.2 In addition to sending files of authorized checks to the contractor, it is preferred the contractor also provide a means for the Foundation to enter smaller batches of check issues/cancellations into the banking system.
 - 7.1.4.3 The contractor must have a process in place for its employees to contact the Foundation to verify any issued checks are valid if such checks are presented for payment before the positive pay file is uploaded to the bank.
 - 7.1.4.4 The contractor must have a process in place for the Foundation to administer positive pay on all checks issued and ability to view and respond to positive pay exceptions.
- 7.1.5 The contractor will be required to negotiate checks payable from the Foundation to individuals (e.g., students or staff), for no charge to the individual if the check is not altered, not stale dated, and the payee can present identification which is acceptable to the financial institution.
- 7.1.6 The contractor must provide a means to place stop payments on checks.

8. **ACH Services**

- 8.1 The contractor must provide the Foundation with the necessary ACH and EFT services which allow the Foundation to transfer funds to, and accept funds from, bank accounts owned by other individuals or organizations. The Foundation does not currently use ACH services, so this may be option may not be implemented right away. *Please describe in detail the ACH options available, corresponding cutoff times, hours of operation of the ACH department, and back-up plans in place for data transmissions.*

- 8.1.1 The contractor must be able to provide a way for the Foundation to initiate

debit/credit ACH/EFT transactions with multiple addenda records electronically, via website, web mailbox, or PC based software.

- 8.1.2 The Foundation must be able to initiate credit ACH files for the Foundation to pay reimbursements and accounts payable vendors.
- 8.1.3 The Foundation must be able to process debit ACH files to collect funds from donors' bank accounts from online payments.
- 8.1.4 The contractor must offer both next day and same day ACH options.
- 8.1.5 The contractor must be able to process all ACH reversals for the Foundation, both single transactions and complete files.

9. Wire Transfers

- 9.1 The contractor must process the Foundation's incoming and outgoing wire transfers. *Please describe all required and recommended security features in place such as security tokens or additional approvals.*
 - 9.1.1 The contractor must be able to process both domestic and international wires for the Foundation. *Please detail the cutoff times in CST for incoming and outgoing wire transfers in USD and foreign currencies.*
 - 9.1.2 The contractor must be able to process international wires in US currency as well as foreign currency. The Foundation does not currently send international wires.

10. Credit Card Processing

- 10.1 The contractor must provide merchant numbers and be equipped to handle the electronic draft capture (EDC) processing of a large number of MasterCard, VISA, Discover Card, and American Express transactions on a daily basis as illustrated in Exhibit B for the Foundation.

10.1.1 Current processing is as follows:

| Merchant Name | Outlet # | Terminal Info |
|--|-----------------|---|
| Southeast Mo University Foundation In Person Terminal | 542929801067794 | Verifone VX520 with Chip Reader |
| WorldPay (FIS/Vantiv) CID 1000334287 | | |
| KRCU In Person Terminal | 542929806544714 | Verifone VX520 with Chip Reader |
| Athletics In Person Terminal | 542929806544722 | Verifone VX520 with Chip Reader |
| Foundation Online Terminal | 542929805632726 | Connects Through Authorize.net Gateway 1354689 |
| Southeast Missouri University Foundation PayPal | 9397TCA994MNG | Used for online processing and for MobilePay devices, iPads used for virtual terminal |
| Southeast Missouri University Foundation Blackbaud Merchant Services | Site ID 39901 | Online processor that links with CRM Database for integration with giving pages |

- 10.1.2 The contractor must provide the Foundation with options to buy or lease EMV (Europay, MasterCard, and Visa) equipment used to process credit card transactions by EDC. All options must be PCI compliant.
- 10.1.3 The contractor must provide Foundation employees with the necessary training to process all EDC transactions.
- 10.1.4 The contractor must provide processing for all credit card transactions on the Foundation's website.
- 10.1.5 The Foundation must receive "next business day" credit for all credit card deposits (EDC and manual) which are transmitted each day to the contractor's facility.
- 10.1.6 The contractor must charge the Foundation a discount rate based on the net monthly credit card transaction volume. The net volume is based on the gross sales volume less any refunds processed by the Foundation.
- 10.1.7 The EDC system must be able to process American Express transactions on a daily basis, in accordance with all requirements stated for MasterCard, VISA, and Discover Card transactions. The contractor must act as a "direct deposit" institution for collected funds.

10.2 The Foundation does not currently accept PIN debit card transactions.

10.3 The contractor must provide a mobile credit card payment device for mobile devices, including smartphones, ipads, and laptops, by which the Foundation can process customer credit card payments. The device and application must be PCI compliant. *Please describe options and associated costs available.*

11. Treasury Management Program

11.1 The contractor must provide the Foundation with an online banking program which allows authorized employees to access daily the Foundation's bank accounts. *Please describe any specific hardware/software requirements needs of the Foundation to communicate with the system.*

- 11.1.1 Online banking must allow the Foundation's authorized employees to perform, at a minimum, the following:
- Access daily detailed account reporting (for prior day and current day) including addenda information for review and printing which shows beginning and ending ledger balances, collected balances, and available balances. *Please provide a sample of prior day and current day reports that would be the best example of the system's capabilities.*
 - Perform a check search to verify whether a specific check has cleared or not
 - Enter stop payments
 - View and print images of cancelled checks (front and back) and deposits
 - Download selected bank transactions based on filter criteria, including date ranges, accounts, and amounts, in an electronic file that can be exported to Excel
 - Ability to filter block specific ACH Debit transactions on the (1) account
 - Ability to filter block all Debit transactions on the one (1) account

- Pay employer state withholding tax to the state of Missouri electronically
- Issue online check payments in case of emergency
- Process/administer positive pay as noted above
- Process ACH transactions and wire transfers, including templates for recurring transactions, as noted above

11.1.2 System must allow for secure, dual administration (separation of duties) for initiating and approving user access, permissions, wire transfers, ACH transfers, template setups, etc. *Please describe.*

11.1.3 Information must be available for a minimum of six (6) months

12. Reporting Services

12.1 The contractor must provide a monthly bank statement dated the last business day of each month. Bank statements must also be provided online for download in pdf and Excel formats. All of the Foundation's deposits, withdrawals, and daily balances must be listed on each statement for the period covered.

12.1.1 The contractor must provide the Foundation with an online option of electronically obtaining transactions including a list of all cleared checks supporting each bank statement, in a manner acceptable to the Foundation (ability to export to Excel preferred). Information on CD is not acceptable. The list must contain the following information for each canceled check:

- Account number
- Check number
- Check amount
- Date check cleared

12.1.2 The contractor must occasionally provide the Foundation with photocopies of individual deposit slips or checks within a deposit. The photocopies must be provided within three (3) business days after the request is made. The contractor must keep the Foundation's original or imaged deposit slips and canceled checks on file for five (5) years from the date of issue.

12.1.3 The contractor must provide the Foundation with image copies of all the canceled checks by electronic means other than disc that are no longer available in online banking on at least a monthly basis. Describe the media that will be used.

12.1.4 The contractor must provide the Foundation with daily reports related to ACH transactions, including ACH notifications of change reports, ACH returns reports, and EDI reports which provide supplemental information on ACH credits received.

12.2 The contractor must provide a separate detailed list of bank charges for the Foundation's account each month (i.e., account analysis form). Payment of said services will be by automatic debit by the bank. Any discrepancies on the account analysis form must be researched by the contractor and, if necessary, be credited back to the Foundation by the contractor.

12.3 The contractor must confirm bank balances for confirmations upon request for the Foundation's external auditors.

13. **Other Services**

13.1 The contractor must provide a cash supply for the Foundation for change and/or events. Return cash must be to the Foundation within 24 hours of request via courier.

13.2 The contractor must provide bank money orders and cashiers' checks for official Foundation business

13.3 The contractor must provide gift cards in varying amounts for official Foundation business

14. **Other Services Not Currently Used by the Foundation** – The services below are services that the Foundation may be interested in but are not currently used by the Foundation. *Please describe in detail such services, including processing times, hardware/software needs, setup options (single or multiple users), separation of duties, reporting capabilities, costs, etc.*

14.1 Remote Deposit Capture, which would allow the Foundation to scan checks and transmit the scanned images and/or ACH data to the bank for posting and clearing.

15. The contractor must provide the Foundation with the necessary training, support, and customer service assistance required to implement and carry out the terms of the contract. *Please describe the conversion and implementation process and activities, including a sample timeline and description of various conversion and implementation tasks for both the offeror and the Foundation. Please describe the support provided by the company during conversion and implementation, including technical assistance, online user manuals, instructional materials, on-site visits, or other assistance. Please describe initial and ongoing training you provide for program administrators. Please provide information on the web-based information reporting system including security for users and approvers, electronic notifications, direct deposit services, ACH and wire transfer services, etc.*

15.1 In the case of a natural disaster or emergency, the Foundation requires bank representatives to be available via telephone to provide banking information and/or process payment requests/bank transfers. *Please describe the contractor's electronic data procedures and/or manual systems used to provide banking services in the event of a disaster.*

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

GENERAL CONTRACTUAL REQUIREMENTS

This portion of the RFP pertains to the offeror(s) selected for final contract award (“contractor”).

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which shall be from July 1, 2021, through June 30, 2022. The University shall have the right, at its sole option, to extend the contract for three (3) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and prices of the original contract shall remain the same and apply during the extension period.
2. All percentages and prices shall be as indicated on the Pricing Pages of this document, or as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
 - 2.1 Payment for all goods and services required herein shall be made in arrears on a monthly basis. The contractor must submit an original invoice. Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.
 - 2.2 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.
3. The contractor shall represent itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship between the University and the contractor is as established by this contract. The contractor is responsible for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide to the University evidence of compliance with these requirements.
4. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the University throughout the effective period of the contract.
5. The contractor shall, within 10 calendar days after the award of the contract, submit a written notification to the University of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the contractor’s performance under the contract shall be addressed.
6. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the University who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the scope of work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract. Unless otherwise specified herein, the

contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

7. The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the University as an additional insured.
8. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board, agencies, employees, and assigns.
9. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to the contractor or any other person engaged in the contracted work.
10. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.
11. Authorized Personnel: The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - 11.1 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
 - 11.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
 - 11.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - Enroll and participate in the E-Verify federal work authorization program with respect to

the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

OFFEROR'S INFORMATION

This portion of the RFP pertains to any interested party which wishes to be provided an opportunity to submit a proposal.

1. Southeast currently issues all solicitations via the University's website at www.semo.edu/purchasing. In addition to the original solicitation, amendments (if any) and all questions and answers received during the solicitation process will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted to the RFP. Additionally, the University will update the website upon award.
2. Any offeror with questions should contact Lynda Seabaugh, Assistant Controller. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. It is preferred that all questions be sent via e-mail to lseabaugh@semo.edu. The offeror must submit all questions no later than seven (7) calendar days prior to the RFP closing date; questions received after that time may not be addressed.
3. The offeror must sign, seal, and deliver the proposal by the RFP closing date and time as indicated on the RFP cover sheet. **In addition to the clearly marked original proposal, the offeror should include three (3) complete copies of the proposal for distribution to the appropriate committee personnel.** The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
4. Proposal openings are held in public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. Contents of the responses, including prices, shall not be disclosed at the public opening.
5. Confidential Materials: Pursuant to section 610.021, RSMo, the offeror's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
 - 5.1 Regardless of any claim by an offeror as to material being confidential and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record and withheld from any public request submitted to the University after award. The offeror should presume information provided to the University in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The offeror's sole remedy for the University's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.
 - 5.2 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - Offeror's entire proposal;

- Offeror's pricing;
- Offeror's proposed method of performance including schedule of events and/or deliverables;
- Offeror's experience information including customer lists or references

6. **EVALUATION PROCESS:** The award of a contract(s) resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. The evaluation criteria are further defined in subsequent paragraphs. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.

| Criteria | Weight |
|---------------------------------|--------|
| Customer Service and Experience | 40% |
| Proposed Method of Performance | 30% |
| Proposed Pricing | 30% |

7. The offeror shall organize its solicitation response in the order listed below to provide the information needed to assist the University in the selection, evaluation, and award process.

7.1 **CUSTOMER SERVICE AND EXPERIENCE:** The relevant experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP.

7.1.1 The offeror should provide a general overview of the bank, customer service philosophy, and identification of the primary office or branch that will be assigned to the University.

7.1.2 The offeror should detail its direct experience in servicing public sector clients. The number of public agency clients and dollar amount of public funds on deposit should be provided.

7.1.3 The offeror should identify the bank officers responsible for the University's accounts, what each person's roles and responsibilities will be, and the relevant credentials and experience of each person of the relationship management team.

7.1.4 The offeror should provide the name(s) and title(s) of the person(s) who will have the overall account management responsibility. A brief summary of the account manager's background, training, experience, and length of time with the bank should also be provided.

7.1.5 The offeror should submit at least three (3) references preferably public agencies. Each reference should include organization name, contact person with respective email address, title, telephone number, and address. In addition, the offeror should provide a brief description of services performed for the references.

7.1.6 The offeror should submit audited financial statements for the previous two (2) completed fiscal years.

- 7.2 **PROPOSED METHOD OF PERFORMANCE:** The offeror should present a written narrative which demonstrates the method or manner by which the offeror proposes to satisfy the requirements of the RFP. To facilitate evaluation of the proposals, it is highly desirable that the proposal be organized to respond to each paragraph of the Scope of Work, utilizing the same heading and numbering arrangement for each item.
- 7.3 **PROPOSED PRICING:** Cost shall be evaluated based upon the firm, fixed prices indicated by the offeror on the applicable Pricing Pages. Additional pages may be included as necessary. The offeror shall not be entitled to any other form of payment not specifically provided for by this document.
- 7.4 The completed competitive solicitation document, along with completed Amendment Acknowledgment Forms, if any. The offeror shall complete, sign and date the document, but shall not alter the language provided in this competitive solicitation document or the Amendment(s) in any way as any such alterations will be void.
8. **EVALUATION PROCESS:** After initially reviewing all proposals received, the University reserves the right to contact one, some, or all offerors to clarify or verify the proposal(s) and to develop a comprehensive assessment of the proposal(s). The University also reserves the right to request any missing proposal document if no competitive advantage will be realized. The University may request one, some, or all offerors to make an online demonstration/presentation to assist the University in developing a comprehensive assessment of the proposal(s). However, the offeror must not assume this will occur, and must therefore present as comprehensive a proposal package as possible. The University reserves the right to evaluate the offeror's proposal without requesting any additional information. Failure to submit all-inclusive information may cause an adverse impact on the evaluation of the offeror's proposal.
9. If the offeror requires the University execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.
10. **ATTACHMENT 1 - Vendor Business Information:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 2 with the proposal response. Completion of this Attachment does not affect contract award.
11. **ATTACHMENT 2 - Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity," the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 3, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of this Attachment must be submitted prior to an award of a contract.
12. The attached Terms and Conditions for Request for Proposal (revised 08/27/19) are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the proposal.

13. By signature on the Request for Proposal cover sheet, the offeror affirms that all pricing information is submitted in accordance with the terms and conditions of Request for Proposal 5962.

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

PRICING PAGE A — UNIVERSITY BANKING SERVICES AND BRANCH BANKING / ATMs

The offeror must complete, sign, and return this Pricing Page as part of its base proposal. In addition, if the offeror wishes to propose additional services, the offeror must include with its proposal a separate page containing all prices connected with the additional services.

University Banking Services

Annual volumes based on FY20 – amount may vary from year to year. (Heading numbers below correspond to the numbers in the Scope of Work, so #1 is intentionally omitted.)

2. Repurchase Agreement

| | | |
|---|---|--|
| a | Daily Repurchase Interest Rate to be paid to the University | |
|---|---|--|

| Item | Bank Service | Annual Volume | Firm, Fixed Unit Price | Total Annual Price |
|------|--------------|---------------|------------------------|--------------------|
|------|--------------|---------------|------------------------|--------------------|

3. Bank Accounts

| | | | | |
|---|---|----|--|--|
| a | Main Deposits Account -1 account - Master ZBA account (monthly fee) | 12 | | |
| b | Zero Balance Account - 3 accounts (monthly fee) | 36 | | |
| c | Flexible Benefits Account - 1 account (monthly fee) | 12 | | |

4. Collateralization

| | | | | |
|---|---|--|--|--|
| a | Collected Overdraft | | | |
| b | FDIC Insurance | | | |
| c | Collateralization - Please detail all fees. | | | |

5. Investments and Safekeeping

| | | | | |
|---|--|----|--|--|
| a | Investment Account - 1 account (monthly fee) | 12 | | |
| b | Investment Transaction fees (per transaction-sale and maturity/call) | 35 | | |
| c | Investment Statement (monthly fee) | 12 | | |

6. Depository Services

| | | | | |
|---|---|-------|--|--|
| a | Process Deposits/Credits (Number of Deposits) | 1,821 | | |
|---|---|-------|--|--|

| | | | | |
|---|--|---------|--|--|
| b | Process ACH Credits | 4,230 | | |
| c | ACH Addendum records received | 5,419 | | |
| d | EDI Remittance | 1,965 | | |
| e | Deposited Items - USD Checks deposited | 12,752 | | |
| f | Deposited Items - Cash deposited | \$1.8 M | | |
| g | Deposit Items Returned | 17 | | |
| h | Redeposited Items | 19 | | |
| i | Night Deposit Service | * | | |
| j | Locking Deposit Bags - price per each | 25 | | |
| k | Zippered Deposit Bags - price per each | 50 | | |
| l | Deposit Stamps - price per each | 15 | | |
| m | Currency/Coin envelopes | 200 | | |
| n | Deposit Slips - duplicate | 1,200 | | |

7. Check Payments and Positive Pay

| | | | | |
|---|--|--------|--|--|
| a | Process Checks/Debits (Number of Checks) | 15,017 | | |
| b | Payee Positive Pay Maintenance – 2 accounts (monthly fee) | 24 | | |
| c | Regular Positive Pay Maintenance - 1 account (monthly fee) | 12 | | |
| d | Positive Pay items | 12,663 | | |
| e | Positive Pay Return checks non-payment | 35 | | |
| f | Positive Pay Exception items | 164 | | |
| g | Stop Payments - Processed via PC | 0 | | |

8. ACH Services

| | | | | |
|---|--|--------|--|--|
| a | Process ACH Debits/Credits | 1,200 | | |
| b | Next Day ACH Files (debits/credits) - processing fee per file sent | 200 | | |
| c | Next Day ACH Transactions (debits/credits) - processing fee per line item sent | 46,685 | | |
| d | ACH Addendum records originated | 3,844 | | |

| | | | | |
|---|--|-----|--|--|
| e | Same Day ACH Files - processing fee per file sent | | | |
| f | Same Day ACH Transactions - processing fee per line item sent | | | |
| g | Next Day ACH File Reversal/Deletion - processing fee per file reversed | | | |
| h | Next Day ACH Line Item Reversal/Deletion - processing fee per line item reversed | 9 | | |
| i | Same Day ACH file reversal - processing fee per file reversed | | | |
| j | Same Day ACH Line Item Reversal - processing fee per line item reversed | | | |
| k | ACH Returns | 932 | | |

9. Wire Transfers

| | | | | |
|---|---|----|--|--|
| a | Incoming Wire Transfers | 20 | | |
| b | Outgoing Domestic Wires in USD via PC | 20 | | |
| c | Outgoing International Wires in USD via PC | 4 | | |
| d | Outgoing International Wires in Foreign currency via PC | 10 | | |

10. Credit Card Processing

| | | | | |
|---|---|----|--|--|
| a | Monthly fee - 8 merchant accounts - per merchant account | 96 | | |
| b | Firm, Fixed charge to process the University's credit card transactions via Electronic Draft Capture (EDC). Please describe. | | | |
| c | Attach separate pricing information for the proposed mobile credit card payment devices as described in the Scope of Work - University Banking section. | | | |

11. Treasury Management Program

| | | | | |
|---|--|----|--|--|
| a | Online Banking Monthly fee | 12 | | |
| b | Current Day information - 5 accounts (monthly fee) | 60 | | |
| c | Prior Day information - 5 accounts (monthly fee) | 60 | | |
| d | ACH monthly maintenance - 4 accounts (monthly fee) | 12 | | |
| e | ACH Filter block – 3 accounts (monthly fee) | 60 | | |
| f | Full Debit Block – 1 account (monthly fee) | 12 | | |
| g | Wire Module – 1 account (monthly fee) | 12 | | |
| h | ACH Module – 4 accounts (monthly fee) | 48 | | |

| | | | | |
|---|--|----|--|--|
| i | Internal transfers Module (monthly fee) | 12 | | |
| j | Internal transfers processed by University via PC - per transfer | 5 | | |
| k | Positive Pay Module (monthly fee) | 12 | | |
| l | Stop Payment Module (monthly fee) | 12 | | |
| m | Reports Module (monthly fee) | 12 | | |
| n | State tax electronic remittance - per remittance | 42 | | |
| o | Electronic means of obtaining canceled checks (monthly fee) | 12 | | |
| p | Issue Online Checks in case of emergency | | | |

12. Reporting Services

| | | | | |
|---|---|--------|--|--|
| a | Weekly (and partial weekly) Statements - 3 accounts - 1 per week plus month end - per statement | 180 | | |
| b | Monthly Statements - 2 accounts | 24 | | |
| c | Research/Photocopies | 5 | | |
| d | Imaging -3 accounts (monthly fee) | | | |
| e | Imaged Items | 15,006 | | |
| f | Imaged Maintenance (monthly fee) | 12 | | |
| g | Audit Confirmation | 2 | | |

13. Other Services

| | | | | |
|---|---|-----|--|--|
| a | Please detail any costs associated with providing coin/change | | | |
| b | Bank money orders/Cashiers Checks | 0 | | |
| c | Gift cards - processing fee per card | 100 | | |

14. Other Services Not Currently Used by the University

| | | | | |
|---|---|--|--|--|
| a | Remote Deposit Capture - Please detail all costs. | | | |
| b | Reloadable Debit Cards - Please detail all costs | | | |

15. Conversion, Training, and Customer Service

| | | | | |
|---|--|--|--|--|
| a | Please detail all costs related to Conversion, Training, and Customer Service. | | | |
|---|--|--|--|--|

Branch Banking / ATMs

The offeror must state the firm, fixed annual amount to be paid to the University for the rental of space for the following:

| Item Number | Bank Service | Total to be paid to University | Per Transaction |
|-------------|--|--------------------------------|-----------------|
| 1 | University Center Branch Facility Rental | | NA |
| 2 | University Center ATM | | |
| 3 | First Additional ATM/CDM | | |
| 4 | Second Additional ATM/CDM | | |

The offeror must state the firm, fixed fee to be charged per ATM cash withdrawal from:

| Item Number | Bank Service | Total | Per Transaction |
|-------------|-------------------------------------|-------|-----------------|
| 5 | Accounts held at offeror's bank | | NA |
| 6 | Accounts not held at offeror's bank | | |
| 7 | Reloadable debit cards issued by | | |

By signature below, I hereby attest that the prices on this pricing page are stated in accordance with the terms and conditions of RFP 5962.

Authorized Signature/Date

Company Name

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

PRICING PAGE B —FOUNDATION BANKING SERVICES

The offeror must complete, sign, and return this Pricing Page as part of its base proposal. In addition, if the offeror wishes to propose additional services, the offeror must include with its proposal a separate page containing all prices connected with the additional services.

1. Banking Requirements

Annual volumes based on FY20 – amount may vary from year to year. (Heading numbers below correspond to the numbers in the Scope of Work, so #1 is intentionally omitted.)

2. Repurchase Agreement

| | | |
|---|---|--|
| a | Daily Repurchase Interest Rate to be paid to the Foundation | |
|---|---|--|

| Item | Bank Service | Annual Volume | Firm, Fixed Unit Price | Total Annual Price |
|------|--------------|---------------|------------------------|--------------------|
|------|--------------|---------------|------------------------|--------------------|

3. Bank Account

| | | | | |
|---|--|----|--|--|
| a | Checking Account - 1 account (monthly fee) | 12 | | |
|---|--|----|--|--|

4. Collateralization

| | | | | |
|---|---|--|--|--|
| a | Collected Overdraft | | | |
| b | FDIC Insurance | | | |
| c | Collateralization - Please detail all fees. | | | |

5. Investments and Safekeeping - n/a

6. Depository Services

| | | | | |
|---|---|-------|--|--|
| a | Process Deposits/Credits (Number of Deposits) | 1,200 | | |
| b | Process ACH Credits | * | | |
| c | ACH Addendum records received | * | | |
| d | EDI Remittance | * | | |
| e | Deposited Items - USD Checks deposited | 3,100 | | |

| | | | | |
|---|--|----------|--|--|
| f | Deposited Items - Cash deposited | \$70,000 | | |
| g | Deposit Items Returned | 3 | | |
| h | Redeposited Items | 3 | | |
| i | Night Deposit Service | | | |
| j | Locking Deposit Bags - price per each | 3 | | |
| k | Zippered Deposit Bags - price per each | 0 | | |
| l | Deposit Stamps - price per each | 4 | | |
| m | Currency/Coin envelopes | 0 | | |
| n | Deposit Slips - duplicate | 400 | | |

7. Check Payments and Positive Pay

| | | | | |
|---|---|-------|--|--|
| a | Process Checks/Debits (Number of Checks) | 1,200 | | |
| b | Payee Positive Pay Maintenance – 1 account (will choose b or c) | 12 | | |
| c | Regular Positive Pay Maintenance - 1 account (will choose b or c) | 12 | | |
| d | Positive Pay items | * | | |
| e | Positive Pay Return checks non-payment | * | | |
| f | Positive Pay Exception items | * | | |
| g | Stop Payments - Processed via PC | 0 | | |

8. ACH Services

| | | | | |
|---|--|---|--|--|
| a | Process ACH Debits/Credits | * | | |
| b | Next Day ACH Files (debits/credits) - processing fee per file sent | * | | |
| c | Next Day ACH Transactions (debits/credits) - processing fee per line item sent | * | | |
| d | ACH Addendum records originated | * | | |
| e | Same Day ACH Files - processing fee per file sent | | | |
| f | Same Day ACH Transactions - processing fee per line item sent | | | |
| g | Next Day ACH File Reversal/Deletion - processing fee per file reversed | | | |
| h | Next Day ACH Line Item Reversal/Deletion - processing fee per line item reversed | * | | |

| | | | | |
|---|---|---|--|--|
| i | Same Day ACH file reversal - processing fee per file reversed | | | |
| j | Same Day ACH Line Item Reversal - processing fee per line item reversed | | | |
| k | ACH Returns | * | | |

9. Wire Transfers

| | | | | |
|---|---|---|--|--|
| a | Incoming Wire Transfers | 1 | | |
| b | Outgoing Domestic Wires in USD via PC | 2 | | |
| c | Outgoing International Wires in USD via PC | 2 | | |
| d | Outgoing International Wires in Foreign currency via PC | * | | |

10. Credit Card Processing

| | | | | |
|---|---|----|--|--|
| a | Monthly fee - 6 merchant accounts - per merchant account | 72 | | |
| b | Firm, Fixed charge to process the University's credit card transactions via Electronic Draft Capture (EDC). Please describe. | | | |
| c | Attach separate pricing information for the proposed mobile credit card payment devices as described in the Scope of Work - Foundation Banking section. | | | |

11. Treasury Management Program

| | | | | |
|---|---|----|--|--|
| a | Online Banking Monthly fee | 12 | | |
| b | Current Day information - 1 account (monthly fee) | 12 | | |
| c | Prior Day information - 1 account (monthly fee) | 12 | | |
| d | ACH monthly maintenance - 1 account (monthly fee) | 12 | | |
| f | ACH Filter block – 1 account (monthly fee) | 12 | | |
| g | Full Debit Block – 1 account (monthly fee) | 12 | | |
| h | Wire Module – 1 account (monthly fee) | 12 | | |
| i | ACH Module – 1 account (monthly fee) | 12 | | |
| j | Positive Pay Module (monthly fee) | 12 | | |
| k | Stop Payment Module (monthly fee) | 12 | | |
| l | Reports Module (monthly fee) | 12 | | |
| m | State tax electronic remittance - per remittance | 42 | | |
| n | Electronic means of obtaining canceled checks (monthly fee) | 12 | | |

| | | | | |
|---|--|--|--|--|
| o | Issue Online Checks in case of emergency | | | |
|---|--|--|--|--|

12. Reporting Services

| | | | | |
|---|----------------------------------|-------|--|--|
| a | Monthly Statements - 1 account | 12 | | |
| b | Research/Photocopies | 1 | | |
| c | Imaging -1 account (monthly fee) | 12 | | |
| d | Imaged Items | 1,200 | | |
| e | Imaged Maintenance (monthly fee) | 12 | | |
| f | Audit Confirmation | 2 | | |

13. Other Services

| | | | | |
|---|---|---|--|--|
| a | Please detail any costs associated with providing coin/change | | | |
| b | Bank money orders/Cashiers Checks | * | | |
| c | Gift cards - processing fee per card | * | | |

14. Other Services Not Currently Used by the University

| | | | | |
|---|---|--|--|--|
| a | Remote Deposit Capture - Please detail all costs. | | | |
| b | Reloadable Debit Cards - Please detail all costs | | | |

15. Conversion, Training, and Customer Service

| | | | | |
|---|--|--|--|--|
| a | Please detail all costs related to Conversion, Training, and Customer Service. | | | |
|---|--|--|--|--|

By signature below, I hereby attest that the prices on this pricing page are stated in accordance with the terms and conditions of RFP 5962.

Authorized Signature/Date

Company Name

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

**PRICING PAGE C —UNIVERSITY AND FOUNDATION BANKING SERVICES COMBINED
PROPOSAL**

The offeror must complete, sign, and return this Pricing Page if the offeror chooses to have both Pricing Pages A and B evaluated together as a combined proposal. The offeror must explain in detail any incentives and/or discounts offered to the University and Foundation if contracts are awarded together for both University and Foundation banking services.

In addition, if the offeror wishes to propose additional services, the offeror must include with its proposal a separate page containing all prices connected with the additional services.

By signature below, I hereby attest that the prices on this pricing page are stated in accordance with the terms and conditions of RFP 5962.

Authorized Signature/Date

Company Name

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

EXHIBIT A

UNIVERSITY CREDIT CARD TRANSACTIONS: JULY 2019 – JUNE 2020

| | Mobile 5886 | Tickets 887 | Authorize.net 7882 | Rec Center 1885 | Show Me Ctr 6884 | Greenhouse 2883 | SFS 8880 | Catapult 4889 | Totals |
|---------------|------------------------|------------------------|-------------------------------|--------------------------------|---------------------------------|----------------------------|---------------------|--------------------------|-----------------|
| Jul-19 | \$ 3,073.01 | \$ 108,186.16 | \$ 1,164.00 | \$ 4,890.20 | \$ 5,630.00 | \$ 1,021.56 | \$ - | \$ 269.59 | \$ 124,234.52 |
| Aug-19 | 310.01 | 74,305.95 | 545.00 | 10,524.65 | 600.00 | 2,023.33 | - | 891.71 | 89,200.65 |
| Sep-19 | 3,830.75 | 121,615.08 | 3,575.00 | 5,847.00 | 9,978.36 | 8,131.42 | - | 854.85 | 153,832.46 |
| Oct-19 | 5,640.25 | 119,171.44 | 2,570.00 | 5,926.59 | 12,644.70 | 4,052.71 | 0.01 | 2,068.68 | 152,074.38 |
| Nov-19 | 3,611.05 | 299,121.76 | 225.00 | 4,910.90 | 10,853.50 | 927.55 | - | 1,488.61 | 321,138.37 |
| Dec-19 | 745.47 | 127,703.41 | 465.00 | 3,869.10 | 11,929.03 | 3,526.11 | - | 2,271.50 | 150,509.62 |
| Jan-20 | 125.00 | 327,577.57 | 975.00 | 10,156.10 | 6,786.14 | 1,252.27 | 3,166.81 | 153.71 | 350,192.60 |
| Feb-20 | 4,862.00 | 264,600.67 | 220.00 | 8,687.40 | 16,718.35 | 717.83 | 4,136.36 | 1,191.23 | 301,133.84 |
| Mar-20 | 2,124.50 | (62,782.00) | 115.00 | (2,669.98) | 5,609.00 | 1,998.15 | 4,745.63 | 453.45 | (50,406.25) |
| Apr-20 | 360.00 | 20,512.08 | (125.00) | - | - | 15,108.33 | 5,182.00 | - | 41,037.41 |
| May-20 | 674.00 | (175,692.62) | - | 3,758.00 | (200.00) | 16,069.18 | 42,547.45 | - | (112,843.99) |
| Jun-20 | 246.00 | 18,840.99 | - | 7,743.00 | - | 7,088.97 | 3,498.84 | 70.18 | 37,487.98 |
| Totals | \$ 25,602.04 | \$ 1,243,160.49 | \$ 9,729.00 | \$ 63,642.96 | \$ 80,549.08 | \$ 61,917.41 | \$ 63,277.10 | \$ 9,713.51 | \$ 1,557,591.59 |

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

EXHIBIT B

FOUNDATION CREDIT CARD TRANSACTIONS: JULY 2019 – JUNE 2020

| | Worldpay Online Processing | Worldpay Foundation | Worldpay KRCU | Worldpay Athletics | PayPal | Totals |
|---------------|---|--------------------------------|--------------------------|-------------------------------|---------------------|----------------------|
| Jul-19 | \$ 16,928.17 | \$ 2,450.00 | \$ 750.00 | \$ 21,215.00 | \$ 605.00 | \$ 41,948.17 |
| Aug-19 | 20,451.08 | 1,716.17 | 1,650.00 | 33,743.50 | 8,193.00 | 65,753.75 |
| Sep-19 | 27,479.58 | 2,050.00 | 5,846.00 | 30,942.00 | 28,482.00 | 94,799.58 |
| Oct-19 | 19,002.57 | 1,291.17 | 5,749.00 | 8,585.00 | 4,838.00 | 39,465.74 |
| Nov-19 | 17,515.67 | 630.00 | 240.00 | 3,920.00 | 5,339.00 | 27,644.67 |
| Dec-19 | 47,405.67 | 950.00 | 1,120.00 | - | 4,731.00 | 54,206.67 |
| Jan-20 | 42,596.67 | 4,880.00 | 5,180.00 | 700.00 | 6,975.00 | 60,331.67 |
| Feb-20 | 17,512.08 | 1,500.00 | - | 868.00 | 7,671.00 | 27,551.08 |
| Mar-20 | 11,910.00 | 2,500.00 | - | 30.00 | 2,211.00 | 16,651.00 |
| Apr-20 | 25,320.00 | - | - | 1,536.00 | 26.00 | 26,882.00 |
| May-20 | 17,209.67 | - | - | 5,306.50 | 104.00 | 22,620.17 |
| Jun-20 | 32,388.72 | 2,025.00 | 103,640.00 | 10,805.50 | 2,251.00 | 151,110.22 |
| Totals | \$ 295,719.88 | \$ 19,992.34 | \$ 124,175.00 | \$ 117,651.50 | \$ 71,426.00 | \$ 628,964.72 |

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

**EXHIBIT C
ATM TRANSACTION HISTORY: JUNE 2018 – MAY 2020**

| Month | UNIVERSITY CENTER | | | TOWERS RESIDENCE COMPLEX | | | DOBBINS CENTER – RIVER CAMPUS | | |
|--------|--------------------|-----------------------|---------------------|--------------------------|-----------------------|---------------------|-------------------------------|-----------------------|---------------------|
| | Total Transactions | Approved Transactions | Denied Transactions | Total Transactions | Approved Transactions | Denied Transactions | Total Transactions | Approved Transactions | Denied Transactions |
| Jun-18 | 1,974 | 1,769 | 205 | 185 | 169 | 16 | 41 | 41 | - |
| Jul-18 | 1,954 | 1,731 | 223 | 190 | 165 | 25 | 23 | 22 | 1 |
| Aug-18 | 3,278 | 2,846 | 432 | 644 | 551 | 93 | 74 | 66 | 8 |
| Sep-18 | 3,132 | 2,722 | 410 | 1,457 | 1,296 | 161 | 200 | 183 | 17 |
| Oct-18 | 3,393 | 2,993 | 400 | 1,403 | 1,278 | 125 | 203 | 174 | 29 |
| Nov-18 | 3,145 | 2,770 | 375 | 856 | 781 | 75 | 112 | 91 | 21 |
| Dec-18 | 2,678 | 2,397 | 281 | 266 | 227 | 39 | 76 | 63 | 13 |
| Jan-19 | 2,575 | 2,221 | 354 | 761 | 674 | 87 | 57 | 54 | 3 |
| Feb-19 | 3,053 | 2,633 | 420 | 1,006 | 909 | 97 | 90 | 88 | 2 |
| Mar-19 | 3,021 | 2,693 | 328 | 899 | 817 | 82 | 84 | 73 | 11 |
| Apr-19 | 3,328 | 2,972 | 356 | 898 | 814 | 84 | 102 | 91 | 11 |
| May-19 | 2,785 | 2,459 | 326 | 497 | 426 | 71 | 64 | 61 | 3 |
| Jun-19 | 1,896 | 1,666 | 230 | 274 | 217 | 57 | 36 | 33 | 3 |
| Jul-19 | 1,946 | 1,701 | 245 | 217 | 190 | 27 | 20 | 19 | 1 |
| Aug-19 | 2,872 | 2,416 | 456 | 573 | 503 | 70 | 47 | 45 | 2 |
| Sep-19 | 3,267 | 2,901 | 366 | 945 | 830 | 115 | 110 | 105 | 5 |
| Oct-19 | 3,289 | 3,021 | 268 | 1,004 | 898 | 106 | 108 | 105 | 3 |
| Nov-19 | 2,493 | 2,286 | 207 | 711 | 630 | 81 | 54 | 52 | 2 |
| Dec-19 | 2,213 | 1,994 | 219 | 511 | 434 | 77 | 62 | 56 | 6 |
| Jan-20 | 2,214 | 1,948 | 266 | 396 | 349 | 47 | 49 | 46 | 3 |
| Feb-20 | 2,535 | 2,326 | 209 | 617 | 572 | 45 | 97 | 84 | 13 |
| Mar-20 | 1,658 | 1,483 | 175 | 457 | 392 | 65 | 46 | 46 | - |
| Apr-20 | 1,006 | 897 | 109 | 119 | 98 | 21 | 1 | 1 | - |
| May-20 | 1,445 | 1,292 | 153 | 110 | 99 | 11 | | | |

**SOUTHEAST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL 5962
BANKING SERVICES**

EXHIBIT D

AVERAGE DAILY BALANCES FOR UNIVERSITY AND FOUNDATION ACCOUNTS

University Average Repurchase Agreement Account Balance FY20

| Month | Average Daily Repo Balance |
|----------------|----------------------------|
| July 2019 | \$ 8,477,366.62 |
| August 2019 | 13,221,520.31 |
| September 2019 | 16,541,713.12 |
| October 2019 | 7,917,125.65 |
| November 2019 | 10,414,353.39 |
| December 2019 | 12,840,492.39 |
| January 2020 | 18,266,341.25 |
| February 2020 | 17,050,196.47 |
| March 2020 | 18,210,428.51 |
| April 2020 | 15,256,429.18 |
| May 2020 | 12,979,197.33 |
| June 2020 | 13,381,781.43 |

Foundation Average Ledger Balance FY20

| Month | Average Daily Balance |
|----------------|-----------------------|
| July 2019 | \$2,836,208.56 |
| August 2019 | 2,234,577.83 |
| September 2019 | 2,229,604.70 |
| October 2019 | 2,702,732.44 |
| November 2019 | 2,096,369.98 |
| December 2019 | 1,920,291.60 |
| January 2020 | 1,983,213.90 |
| February 2020 | 2,032,892.57 |
| March 2020 | 1,823,966.65 |
| April 2020 | 1,227,983.65 |
| May 2020 | 1,497,784.83 |
| June 2020 | 1,827,717.62 |

ATTACHMENT 1

VENDOR BUSINESS INFORMATION

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

SECTION I

BUSINESS TYPE

- | | |
|---|---|
| <input type="checkbox"/> A. Small, Minority, Missouri | <input type="checkbox"/> F. Large, Non-Minority, Missouri |
| <input type="checkbox"/> B. Small, Non-Minority, Missouri | <input type="checkbox"/> G. Large, Minority, Non-Missouri |
| <input type="checkbox"/> C. Small, Minority, Non-Missouri | <input type="checkbox"/> H. Large, Non-Minority, Non-Missouri |
| <input type="checkbox"/> D. Small, Non-Minority, Non-Missouri | <input type="checkbox"/> I. Female-Owned Business |
| <input type="checkbox"/> E. Large, Minority Missouri | <input type="checkbox"/> J. Unable to Classify |

DEFINITIONS:

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

Minority: An organization that has been (1) certified socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a state or federal agency, or (3) is an independent business concern that is 51% owned and controlled by a minority group member including:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- Asian Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent

Non-Minority: An organization that does not satisfy the criteria listed above for Minority.

Missouri: An organization whose state of incorporation is in Missouri, or if not incorporated whose principal place of business is in Missouri.

Non-Missouri: An organization whose state of incorporation is not in Missouri, or if not incorporated whose principal place of business is located outside Missouri.

For example: An organization having 50 employees, owned by a Black American, and whose general mailing address is Tampa, Florida would be classified as:

- Small, Minority, Non-Missouri

SECTION II

SERVICE-DISABLED VETERAN STATUS

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans OR, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; AND
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, please provide the following:

- a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

MO Address of Service-Disabled Veteran
Business

SECTION III

BLIND OR SHELTERED WORKSHOP

Indicate appropriate business classification (s):

_____ Organization _____ Sheltered
_____ for the Blind _____ Workshop

Organization Name: _____

Organization Address: _____

Organization Contact Name: _____

Email Address: _____

Phone Number: _____

Certification Number: _____
(or attach a copy of certificate)

Certification Expiration Date: _____

Authorization Signature of Participating Organization
(Organization of the Blind or Sheltered Workshop)

Date

**ATTACHMENT 2
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B on this Attachment.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.e-verify.gov/>.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term **“business entity”** shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term **“business entity”** shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term **“business entity”** shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB/RFP/RFQ number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

ATTACHMENT 2 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

**SOUTHEAST MISSOURI STATE UNIVERSITY
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply:

- a. Amendment means a written, official modification to an RFP or to a contract.
- b. Attachment applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed proposal prior to the specified opening date and time.
- c. Buyer means the procurement staff member of the Purchasing Department. The Contact Person as referenced herein is usually the Buyer.
- d. Contract means a legal and binding agreement between two or more competent parties, in exchange for consideration, for the procurement of equipment, supplies, and/or services.
- e. Contractor means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- f. May means that a certain feature, component, or action is permissible, but not required.
- g. Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated nor considered for contract award.
- h. Offeror means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- i. Pricing Page(s) applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- j. Proposal Opening Date and Time and similar expressions mean the exact deadline required for the physical receipt of sealed proposals in the Purchasing Department.
- k. Request for Proposal (RFP) means the solicitation document issued by the Purchasing Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Attachments, and Amendments thereto.
- l. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
- m. Shall has the same meaning as the word must.
- n. Should means that a certain feature, component and/or action is desirable but not mandatory.
- o. University and/or Southeast means Southeast Missouri State University.

2. APPLICABLE LAWS, REGULATIONS, AND POLICIES

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- e. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- f. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- g. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Purchasing Department. Such communication should be received at least seven (7) calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than seven (7) calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the University is that which is issued by the Purchasing Department in the form of the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Southeast monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP and any Amendments are available for viewing and printing from the University's website. Registered offerors may be electronically notified of the proposal opportunity based on the information maintained in the University's vendor database.
- f. The University reserves the right to officially amend or cancel an RFP after issuance. E-mail notification of the amendment or cancellation will not be issued.

4. PREPARATION OF PROPOSALS

- a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements, and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Prices shall include all packing, handling and shipping charges and must be stated FOB destination, unless otherwise specified in the RFP.
- g. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- h. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. All proposals must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP.
- b. Mailed proposals should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, telegraphic, email, or faxed requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also

- be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or e-mail requests to withdraw a proposal shall not be honored.
- e. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto, in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
 - f. Faxed proposals shall not be accepted. However, faxed and e-mailed no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at that time.
- b. Proposals which are not received in the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Under extraordinary circumstances, the Purchasing Department may authorize the opening of a late proposal. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: (1) University offices were closed due to inclement weather conditions or other unforeseen reasons, and (2) postal or courier services were delayed due to labor strikes or unforeseen "Acts of God".

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The University reserves the right to reject any and all proposals. When all proposals are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. The final determination of contract award shall be made by the Purchasing Department.
- n. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- o. Any proposal award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) University's acceptance of the proposal by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 10124128.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

10. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

12. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for said equipment, supplies, and/or services.

13. CONFLICT OF INTEREST

- a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the University may cancel the contract. At its sole discretion, the University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the University, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
- c. If the University cancels the contract for breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, posted to the University's website, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

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

21. EMERGENCIES

In the event a catastrophic situation occurs at the University, the University may request the contractor's assistance with the emergency procurement or transportation of equipment, supplies, and/or services.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/27/2019