

EMPORIA STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP)

RFP Number: 004-19
Date Issued: November 09, 2018
Questions Deadline: November 19, 2018
Closing Date: December 11, 2018 (2:00 p.m.)

Mail to: Emporia State University Purchasing Office
1 Kellogg Circle, Box 4021, Plumb Hall 103M
Emporia, KS 66801

Telephone: 620-341-5134
Fax Number: 620-341-6770
E-Mail Address: purchaseorders@emporia.edu

Item: Banking Services

Agency: Emporia State University (ESU)
Location(s): Emporia, KS 66801

Period of Contract: Contract Award through December 31, 2023
with the option to renew for two (2) additional one (1) year periods

Guarantee: No Monetary Guarantee Required

Scope of Work: ESU is issuing this RFP to obtain competitive responses from Vendors to provide Banking Services for ESU, per the attached specifications.

Questions/Addenda: No pre-proposal conference is scheduled for this RFP. Questions and requests for clarification of the RFP must be submitted by email to the attention of ESU Purchasing at purchaseorders@emporia.edu by **November 19, 2018 at 2:00 pm.**

Impromptu questions may be permitted and spontaneous unofficial answers provided; however, bidders should understand that the only official answer or position of Emporia State University will be in writing.

Failure to notify the ESU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of ESU. Any modification to this RFP as well as written answers to written questions, shall be made in writing by addendum. Only written communications are binding. Any additional specifications and addenda are available online at:
<https://vrapp.Vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>.

It shall be the responsibility of all participating Vendors to acquire any and all addenda and additional information as it is made available from the website cited above. **It is the Vendor's responsibility to monitor the ESU Purchasing website on a regular basis for any changes/addenda.**

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request for Proposal (RFP) may result in the rejection of a bid. Inquiries about this RFP should indicate the RFP number and be directed to the ESU Purchasing Office.

SIGNATURE SHEET

Item: Banking Services
Agency: Emporia State University
Closing Date: December 11, 2018, 2:00 p.m.

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____

City & State _____ Zip _____

Toll Free Telephone _____ Local or Cell _____ Fax _____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the ESU Purchasing Office at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name of Signature _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell _____

Fax _____ E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell _____

Fax _____ E-Mail _____

TAX CLEARANCE

ESU strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of Vendor's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the **Certification of Tax Clearance** form received from the Kansas Department of Revenue should be sent along with the bid response(s) to:

Emporia State University Purchasing Office
1 Kellogg Cir, Box 4021, Plumb Hall 103M
Emporia, KS 66801

Failure to provide this information may be cause for rejection of Vendor's bid or proposal.

Information about Tax Registration can be found at the following website:
<http://www.ksrevenue.org/forms-btreg.html>

The ESU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the ESU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or ESU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of ESU and the State.

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

VENDOR RESPONSE CHECK-LIST

The following items are provided to bidders to ensure that all requirements are met and all required submissions are included with the bid. Vendors are instructed to utilize this list in order to ensure fair and accurate evaluation.

One (1) original and four (4) copies of the technical and cost proposals, including other supporting documents:

_____	Signature Sheet	page 2
_____	Provide a copy of the Tax Clearance Certificate received from the Kansas Department of Revenue.	page 3
_____	Sign the Certification Regarding Immigration Reform & Control form.	page 4
_____	References	page 6
_____	Technical Response	pages 10 - 11
_____	Technical Proposal Specifications	pages 20 - 31
_____	Cost Proposal	page 32 - 43
_____	Form 1 – Vendor Information	page 44
_____	Form 2 – Bank Questionnaire	page 45 - 46
_____	Provide Bidder's contracts, agreements, licenses, and standard terms and conditions. <u>(ESU form ESU-146a on pages 47-48 remains a mandatory requirement in all contracts.)</u>	
_____	Addenda Acknowledgement: If applicable, bidder acknowledges receipt of any addenda submitted by signing and dating each form.	

Deadlines:

Questions/Addenda: No pre-proposal conference is scheduled for this RFP. Questions and requests for clarification of the RFP must be submitted by email to the attention of the ESU Purchasing Director at purchaseorders@emporia.edu by **November 19, 2018, at 2 p.m.** Each question or clarification should reference the appropriate RFP section.

Vendor's bid responses must be submitted no later than 2:00 p.m., CDT, on or before December 11, 2018. All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

Presentations: A presentation of the finalists' response may be required.

REFERENCES

Provide four (4) references. References shall have purchased similar items/services from the Vendor in the last five (5) years. Vendor employees and ESU shall not be shown as references. If available, provide higher education references within ESU's geographical location.

1. Company: _____
Contact: _____
Address: _____
Telephone: _____
Email: _____

2. Company: _____
Contact: _____
Address: _____
Telephone: _____
Email: _____

3. Company: _____
Contact: _____
Address: _____
Telephone: _____
Email: _____

4. Company: _____
Contact: _____
Address: _____
Telephone: _____
Email: _____

Section I INSTRUCTIONS

1. **Proposal Reference Number:** The RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the ESU Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this RFP except with designated University participants in attendance **ONLY DURING:**

Negotiations
Contract Signing
as otherwise specified in this RFP.

Violations of this provision by Vendor or ESU personnel may result in rejection of the proposal.

2. **Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by The Financial Services Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):
ESU Controller or their designee;
ESU Director of Purchasing or their designee; and
ESU Vice President of Administration and Finance or their designee
3. **Appearance Before Committee:** Any, all or no Vendors may be required to appear before the PNC to explain the Vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from Vendors as needed. If information is requested, the PNC is not required to request the information of all Vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a revised proposal and/or their revised offer to the PNC. Prior to a specified cut-off time for revised offers, Vendors may submit revisions to their technical and cost proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the Vendor's revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

4. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the Vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
5. **Tax Clearance.** ESU strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of Vendor's bid or proposal. Tax Clearances may be obtained at the following website: <http://www.ksrevenue.org/taxclearance.html>.
6. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The Committee has the right to rely on any price quotes provided by Vendors. The Vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.
All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other Vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of Vendor's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

7. **Signature of Proposals:** Each proposal shall give the complete mailing address of the Vendor and be signed by an authorized representative by original signature. Name and legal title of the representative should be typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the Vendor's tax number.
8. **Acknowledgment of Addenda:** All Vendors shall acknowledge receipt of any addenda to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only the ESU Purchasing Office shall issue changes to this RFP, which will be in writing.
9. **Modification of Proposals:** A Vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.
10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the Vendor to the ESU Purchasing Office prior to the closing date.
11. **New Vendors:** Vendors who are new to the university should complete a Vendor registration form found at: <https://vrapp.Vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>. A copy of the Vendor's W-9 should also be submitted with your bid: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.
12. **Competition:** The purpose of this RFP is to seek competition. The Vendor shall advise the ESU Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the ESU Purchasing Office no later than five (5) business days prior to the bid closing date. The ESU Purchasing Director reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
13. **Evaluation of Proposals:** Award shall be made in the best interest of the University as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
 - Adequacy and completeness of proposal
 - Vendor's understanding of the project
 - Compliance with the terms and conditions of the RFP
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this RFP
 - The contracting bank must have a physical location in Emporia, Kansas, for purposes of the delivery of deposits.
14. **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

15. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the ESU Purchasing Office by sending (do not include with bid):

- A check for \$5.00, payable to Emporia State University
- A self-addressed, stamped envelope
- Contract Proposal Number

Send to:

Emporia State University Purchasing Office
1 Kellogg Cir, Box 4021, Plumb Hall 103M
Emporia, KS 66801

Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785-628-4251 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a Vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

16. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Emporia State University. The **Open Records Act** (K.S.A. 45-205 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties (<http://admin.ks.gov/offices/chief-counsel>). No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and will not receive consideration or be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the Vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The Vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The ESU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Emporia State University does not guarantee protection of any information which is not submitted as required.

17. **Exceptions:** By submission of a response, the Vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".
18. **Notice of Award:** An award is made on execution of the written contract by all parties.
19. **News Releases:** Only ESU is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

Section 2 PROPOSAL RESPONSE

1. **Submission of Proposals: Vendor's proposal shall consist of:**
 - **One (1) original and four (4) copies of the Technical Proposal;**
 - **One (1) original and four (4) copies of the Cost Proposal.**
 - **Tax Clearance Certificate (see page 3 for details)**
 - **One (1) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on flash drive in Microsoft® Word, Excel, or searchable PDF. Technical and cost responses can be submitted on the same flash drive.**

All copies of cost proposals shall be submitted in a separate sealed envelope separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

Vendor's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

Emporia State University
Purchasing Office
Proposal # *(Indicated on Page 1)*
Closing Date: *(Indicated on Page 1)*
1 Kellogg Cir, Plumb Hall 103M
Emporia, KS 66801

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. ESU shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

It is the Vendor's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

2. **Proposal Format:** Vendors are instructed to prepare their Technical Proposal following the same sequence as this RFP.
3. **Transmittal Letter:** All bidders shall respond to the following statements:
 - (a) the Vendor is the prime contractor and identifying all subcontractors;
 - (b) the Vendor is a corporation or other legal entity;
 - (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
 - (d) the Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, disability, national origin or ancestry;
 - (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
 - (f) the Vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
 - (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
 - (h) whether there is a reasonable probability that the Vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the Vendor which would relate to the performance of this contract. If the statement is in the affirmative, the Vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions

- related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the Vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the University;
- (i) Vendor agrees that any lost or reduced state or federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in University payments to Contractor; and
 - (j) the Vendor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.
4. **Vendor Information:** The Vendor must include a narrative of the Vendor's corporation and each subcontractor if any. The narrative shall include the following:
 - (a) date established;
 - (b) ownership (public, partnership, subsidiary, etc.);
 - (c) number of personnel, full and part-time, assigned to this project by function and job title;
 - (d) resources assigned to this project and the extent they are dedicated to other matters;
 - (e) organizational chart and
 - (f) financial statement may be required.
 5. **Qualifications:** A description of the Vendor's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the bid. The Vendor must be an established firm recognized for its capacity to perform. The Vendor must have sufficient personnel to meet the deadlines specified in the Request.
 6. **Timeline:** A timeline for implementing services must be submitted with the bid.
 7. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.
 8. **References:** Provide four (4) references who have purchased similar items or services from the Vendor in the last five (5) years. References shall show firm name, contact person, address, e-mail address and phone number. Vendor employees and Emporia State University shall not be shown as references.
 9. **Technical Literature:** All bids shall include specifications and technical literature sufficient to allow the University to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.
 10. **Procurement Card (P-Card):** Presently, Emporia State University uses a State of Kansas Business Procurement Card (Visa-branded) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

Section 3 TERMS AND CONDITIONS

1. **Contract Documents:** This RFP, any amendments, the response, and any amendments to the response of the Contractor shall be incorporated along with the ESU-146a into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- (a) Form ESU-146a;
 - (b) written modifications to the executed contract;
 - (c) written contract signed by the parties;
 - (d) this RFP including any and all addenda;
 - (e) any supporting manuals/documents that have been incorporated in this Request; and
 - (f) Contractor's written proposal submitted in response to this RFP as finalized.
2. **Contract:** The successful Vendor will be required to enter into a written contract with the University. The Vendor agrees to accept the provisions of form ESU-146a (Contractual Provisions Attachment) which is incorporated into all contracts with the University and is attached to this RFP.
3. **Contract Formation:** No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful Vendor.
4. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Emporia State University Purchasing Office
1 Kellogg Cir, Plumb Hall 103M
Emporia, KS 66801
RE: RFP 004-19

or to any other persons or addresses as may be designated by notice from one party to the other.

5. **Termination for Cause:** The ESU Purchasing Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
- the Contractor fails to make delivery of goods or services as specified in this contract; or
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The ESU Purchasing Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as ESU may authorize in writing), the ESU Purchasing Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

6. **Termination for Convenience:** The ESU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the ESU Purchasing Director shall determine that the termination is in the best interest of ESU. In the event that the ESU Purchasing Director elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

7. **Debarment of University Contractors:** Any Vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this RFP may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.

8. **Rights and Remedies:** If this contract is terminated, ESU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to ESU in the manner and to the extent directed, any completed materials. ESU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by ESU subject to any offset by ESU for actual damages including loss of state or federal matching funds.

The rights and remedies of ESU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

10. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by ESU shall not constitute a waiver.

11. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

12. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. ESU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

14. **Proof of Insurance:** Upon request, the Vendor shall present Certificates of Insurance to the ESU Purchasing Office evidencing the following coverage during the performance of the Services:

- Worker's Compensation with statutory limits;
- Employers Liability, with a minimum \$1,000,000 limit of liability per occurrence;
- Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property Damage, and \$1,000,000 General Aggregate; and
- Professional Liability in the minimum amount of \$1,000,000 per claim.

15. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of ESU and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during

the period of this contract or any extensions to it, any ESU employee who has participated in the making of this contract until at least two years after his/her termination of employment with ESU.

16. **Confidentiality:** The Contractor may have access to private or confidential data maintained by ESU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by ESU promptly at the request of ESU in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by ESU, will destroy or render it unreadable.
17. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
18. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
19. **Hold Harmless:** The Contractor shall indemnify ESU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

ESU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice ESU's right to recover against third parties for any loss, destruction or damage to State property.

20. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse ESU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
21. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any ESU employee at any time.
22. **Retention of Records:** Unless ESU specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of ESU; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to ESU.

23. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to ESU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United

States and ESU relating to the particular products or services purchased or acquired by ESU pursuant to this contract.

24. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Financial Services PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
25. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.
26. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
27. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
28. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
29. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Emporia, Lyon County, Kansas, unless otherwise specified and agreed upon by ESU.
30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Lyon County, unless otherwise specified and agreed upon by ESU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
31. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (ESU-146a) which is attached are incorporated by reference and made a part of this contract.
32. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
33. **Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
34. **Injunctions:** Should ESU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, Vendor shall not be entitled to make or assert claim for damage by reason of said delay.

35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

36. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Emporia State University said issue is due to imperfection in material, design, workmanship or contractor fault.

37. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

38. **Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state and local taxes. The successful Vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. **ESU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Vendor's price quotation.**

The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

39. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to any agency of the State of Kansas or the Federal Government, agency payments to the Vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas or the Federal Government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State or Federal Government is reduced by the amount subject to setoff.

40. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-subcontractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at ESU's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to ESU any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

41. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
42. **Definitions:** A glossary of common procurement terms used by the State of Kansas is available at <http://da.ks.gov/purch> , under "Purchasing Forms".
43. **Graphic Identity Standards and Use of University Marks:** Compliance with ESU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.
44. **Indefinite Quantity Contract:** This Request is for an open-ended contract between a Contractor and ESU to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.
45. **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the ESU Purchasing Office in writing, indicating the new location and the percentage of work relocated.

46. **On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the successful Vendor from furnishing without additional cost to ESU any materials, equipment, supplies or labor that may be required to carry out the intent of this RFP. Submission of a bid shall be construed as evidence that the Vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the Vendor's bid.
47. **Experience:** All bidders must have a minimum of five (5) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

48. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to ESU. Failure to provide available price reductions may result in termination of the contract.
49. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires ESU to pay the full amount due for goods or services on or before the 30th calendar day after the date ESU receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Vendor and ESU.
NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Vendor's response.

50. **Unit Pricing:** Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

51. **Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.
52. **Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to ESU's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
53. **Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify Emporia State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the ESU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, bidders shall submit that information with their bid response.
54. **Charge Back Clause:** If the contractor fails to deliver the product within the delivery time quoted on the contract, ESU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.
55. **Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for ESU may be required before final contract approval. ESU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to ESU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if found to be non-compliant with the specifications as set forth in this RFP.
56. **Equipment:** All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
57. **Implied Requirements:** All products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the Vendor's response.
58. **Warranty:** Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. ESU requires a "standard" warranty of a specific amount of days, or one (1) year, whichever is greater. This warranty shall be included in the cost of the equipment.

The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the ESU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.
59. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by ESU. The Contractor may not release any materials without the written approval of ESU.

60. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.
61. **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by ESU.
62. **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the Vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the RFP for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to ESU.
63. **Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the Vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful Vendor and ESU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
64. **Inspection:** ESU reserves the right to reject, on arrival at destination, any items which do not conform to specifications of this RFP.
65. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a Vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
66. **Vendor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (Emporia State University form ESU-146a remains a mandatory requirement in all contracts.)
67. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to ESU to allow for a functional transition to another Vendor.
68. **Award:** Award will be by line item or group total, whichever is in the best interest of ESU.
69. **Acceptance:** Acceptance of Bid and Agreement is formalized upon execution of a contract and issuance of an ESU purchase order, which incorporates all terms of this RFP, and corresponding execution of ESU marks licensing agreement by the parties.

Section 4 SPECIFICATIONS

BANKING SERVICES STATE OF KANSAS EMPORIA STATE UNIVERSITY

FEE AGENCY ACCOUNT, IMPREST FUND ACCOUNT, ORGANIZATIONAL SAFEKEEPING ACCOUNT, PRIVATE LOAN ACCOUNT, FEDERAL DIRECT STAFFORD LOAN ACCOUNT, and TUITION WIRE TRANSFER ACCOUNT

GENERAL REQUIREMENTS

1. Purpose

Emporia State University (hereinafter “the University”) is seeking proposals from banks qualified and experienced to provide services as required for the University. It is the intention of the University to contract with a qualified bank for the purpose of providing centralized banking services as the primary depository of the University. The contracting bank must have a physical location in Emporia, Kansas, for purposes of delivery of deposits.

The contract is for banking services for the period beginning the date of award through December 31, 2023 (with the option to renew for two (2) additional one (1) year periods).

The RFP specifications below provide a brief outline of general banking services for the University. The goal of this RFP is to obtain quality-banking services at a fair cost for the benefit of the University.

2. Description of the Entity

General

Through this RFP, the University anticipates a contract relationship with one bank, which will act as primary depository for the University and provide to the University full service banking capabilities. The selected bank will contract with the University but will provide services primarily through ESU Controller’s Office.

The University

The University has responsibility for the receipt and deposit of all student fees, departmental deposits and student organization deposits of the University with designated depositories and the verification of all collateral for those deposits. In addition, the University has the responsibility for the refunding of all excess financial aid received by the students. The University essentially acts as “banker” for the University departments. Fee Agency funds not immediately required for expenditure are sent by wire or ACH to the State on a regular basis.

3. Kansas Bank Requirement

The acceptance of the bid is contingent upon qualification as a “bank” as described under section 75-4201(d) of the Kansas Statutes Annotated, which states:

“Bank” means a bank incorporated under the laws of this state, or organized under the laws of the United States or another State and which has a main office or branch office in this state.

Additionally K.A.R. 122-2-1 *et seq.* states in part: State moneys shall be deposited only in state financial institutions, which have been determined to meet qualifications for depository banks. Each depository bank shall be a state financial institution, which has been determined by the board:

- (a) to have demonstrated credit-worthiness;
- (b) to have executed a Security Agreement, Custodial Agreement, and Bank Resolution, www.pooledmoneyinvestmentboard.com, "Information for State Agencies".

In addition, K.S. A. 75-4214, requires PMIB approval of banks holding fee agency accounts, and requires that such banks must meet the minimum capital requirements for a commercial bank as required by the FDIC.

4. Scope of Services: General

In general, it is the intent of the University to establish and operate a system of banking services, which will provide for:

- (a) the immediate, secure deposit and transfer of funds;
- (b) the availability of funds to meet the obligations of the University;
- (c) the accurate and satisfactory collateralization of all funds;
- (d) the immediate and adequate accounting for all funds;
- (e) electronic banking;
- (f) depository services;
- (g) wires;
- (h) ACH;
- (i) compliance with all applicable laws, rules and regulations of federal and state governing bodies so that float is eliminated to the maximum extent possible on the ESU Fee Account;
- (j) satisfactory customer service evidenced through prompt and complete responses to requests as well as customer references at the time of proposal review; and
- (k) assurance of data security and support to ensure data integrity and continuity.

The bank/financial institution's ability to perform the services listed above, as well as any exceptions to the services listed, should be described in the proposal. If the bank/financial institution wishes, it may elaborate on or discuss alternative proposals for services required.

5. Accounts Required

The following describes the major required accounts. It is recognized that the structure and number of accounts may vary when a banking services contract is negotiated. The University also reserves the right to alter the structure and number of accounts during the life of the contract. The bank's RFP response and pricing proposal, however, shall be based on the account structure presented in the RFP. It is agreed that the source of unit pricing for new services not specifically requested in this RFP will be the bank's mutually negotiated and agreed upon price.

There are six (6) accounts that will be bid under one contract. The accounts include Fee Agency Account, Imprest Fund Account, Organizational Safekeeping Account, Private Loan Account, Federal Direct Stafford Loan Account, and Tuition Wire Transfer Account. All six accounts will have their own distinct bank account and each account will be interest bearing.

(1) Fee Agency Account - This account is the University's main banking account. All departmental deposits are made into this account. Financial aid monies received by the University are deposited or transferred into this account. Refunds given to the students due to excess financial aid funds are refunded from this account. This account must be interest-bearing.

(2) Imprest Fund Account - This account is authorized by the State of Kansas. It is used for change funds, emergency disbursements and advances. This account must be interest-bearing.

(3) Organizational Safekeeping Account - This account handles banking activity for student groups. The activity in this account may not be as large as the Fee Agency Account. Any excess funds not immediately needed may be invested by the University in U.S. government bonds, bills or notes, or in certificates of deposit issued by a Kansas bank. This account must be interest-bearing.

(4) Private Loan Account – This account handles incoming ACH deposits from private lenders for private loans. Funds are only transferred from private lenders via ACH. Intranbank online transfers are made between this account and the Fee Agency Account.

(5) Federal Direct Stafford Loan Account – This account is used to receive funds from the U.S. Department of Education for federal loans and grants. Funds are only transferred from the US Department of Education via ACH. Intranbank online transfers are made only between this account and the Fee Agency Account. This account must be interest bearing.

(6) Tuition Wire Transfer Account – This account is used to accept wire or ACH transfers from outside entities including international students and associates (other than the U.S. Department of Education and private lenders). This account must be interest bearing.

6. Services Required

The bank's ability to perform the services and any exceptions to the stipulations set forth should be addressed in Form 1 (attached). If the bank wishes, it may elaborate on or discuss alternative proposals for services required. ESU may request a presentation from the Vendor.

ACCOUNT REQUIREMENTS

1. Deposit and Banking Services

- (a) The bank shall agree to notify the designated personnel in the ESU Controller's Office of any direct credits and incoming wire transfers, etc., to the account. Wire transfer and ACH credits shall have same day availability.
- (b) The bank shall agree to credit cash deposits locally. If there are discrepancies between the deposited amount and the deposit ticket, the bank agrees to provide detailed written documentation of any deposit adjustments to the designated personnel in the ESU Controller's Office (Cashiering Services Office). The designated personnel and the bank must agree upon adjustments.
- (c) The bank shall provide printed sequentially numbered deposit slips in triplicate in such amounts as are required by the University. The bank shall also provide other equipment and supplies (such as tamper-resistant bank deposit bags) as may be required to provide the level of service specified by ESU.
- (d) The bank shall send for exchange and collection all foreign currency and checks to be converted to U.S. dollars and deposited to the account as appropriate. The bank will debit the account for any related currency exchange fees. The bank shall also provide foreign exchange rates to the University when requested.
- (e) The bank shall agree to process all returned checks a second time before returning them to the University. The bank shall charge the account for the amount of the returned checks.
- (f) The bank shall agree to place a permanent stop payment on checks written on the account when requested to do so by the University. The bank will release these stop payments upon telephone or online request from the University.
- (g) The bank shall agree to provide currency and coin to the University when requested.
- (h) The bank shall provide such other equipment and supplies as may be required to provide the level of service specified by the University.
- (i) The bank shall provide research services relative to account activity.
- (j) The bank shall provide cashier's checks to the University when requested. Minimal volume is anticipated.

- (k) The bank shall provide historical account analysis for RFP requests and other reports when needed.
- (l) The bank shall provide an account representative at the local branch to resolve unidentified debits or credits, account problems, and make adjustments when appropriate within two business days.
- (m) The bank shall provide an account representative at the local branch to resolve IMMEDIATELY any issues relating to the daily ACH transfer files of financial aid funds to student accounts. Any delay of fund transfer will not be acceptable.

2. Bank Statements

The bank shall provide to the authorized representative of the University a detailed bank statement of all debits and credits, and include all supporting documentation, within five (5) business days following the last day of each calendar month. A representative of the University may pick up the bank statement from the bank or the statement may be mailed. The bank statement should include a separate listing of the checks in numerical order and a photocopy of each check and deposit. This should also include the average daily balance, average collected balance, service charges, and interest credit. The bank shall also provide an electronic file of the bank statement. The bank shall also forward photocopies of the statement to the Pooled Money Investment Board by mail within five (5) business days following the last day of each calendar month.

3. Wire Transfer or ACH transfer Services

- (a) The bank may be required to wire transfer or ACH transfer funds to the State operating account and to student bank accounts. Such amounts shall be determined by the University. Written confirmation of all transfer of funds shall be sent to the University. ACH transfers shall be processed to the State operating account and to student bank accounts on a regular basis.
- (b) The bank may be required to process ACH transfer of funds from various student bank accounts to the University account.
- (c) The bank shall agree to process foreign wire transfer of funds at the request of the University. The bank shall provide the conversion rate for U.S. dollars to foreign currency when requested. A state or Imprest Fund Account warrant shall be presented to the bank for payment of the wire transfer.

4. Depository Security

At all times the balance of the account shall be secured by the pledge of securities pursuant to the provisions of Article 42, Chapter 75 of Kansas Statutes Annotated, as amended.

5. Service Charges and Interest Earnings

The University shall be billed for service charges. Each of the six bank accounts shall be an interest-bearing account where the bank shall credit interest earnings to the account balance at the end of each month.

6. Physical Location

The contracting bank must have a physical location in Emporia, Kansas, for purposes of delivery of deposits.

7. Online Banking

The bank shall provide online banking services that offer balance and activity information, online transfers between accounts, check/deposit slip images, bank statements, and stop payment capability. Online service must be user friendly, allow adequate online time to review account information, and allow different levels of security access.

8. Online Banking Security

Contracting bank will provide ESU administrator appropriate security options for system user access, hierarchy levels and account access based on user roles.

9. Training

The bank shall provide training on initial access, setup, utilization, reconciliation tools and various features as they are developed by the bank. The bank shall also provide user reference guides and any other relevant documentation required by ESU.

10. Implementation

The bank must provide a complete description of the financial institution's conversion and implementation process; the implementation timeline must address these issues in detail.

- (a) Describe specific steps to transition from the existing system, including the importation of existing settings. Include a detailed time-line for the transition.
- (b) Provide an implementation schedule based on the services requested in this RFP..
- (c) Provide a detailed transition plan outlining the responsibilities of all parties.
- (d) Describe all telecommunications and data requirements.
- (e) Provide examples of reports the bank/financial institution will provide and the frequency of these reports.

COLLATERAL REQUIREMENTS

1. **General**

Consistent with state law, all public funds on deposit through the state treasurer with the bank must be fully collateralized.

The bank selected under this RFP must, prior to receipt of the deposits, pledge at its own expense at a third-party bank securities approved by the state treasurer for all public funds on deposit (including accrued interest) that are in excess of FDIC insurance coverage.

The collateral deposit shall be maintained at all times during the term of the contract.

2. **Allowable Collateral**

As determined by K.S.A. 75-4218, and amendments thereto, and as modified by the Pooled Money Investment Board through its Rules and Regulations or Investment Policy. The current PMIB Investment Policy can be found on the PMIB website at http://pooledmoneyinvestmentboard.com/invest_policy.pdf.

Depository bank shall transfer or deposit the pledged securities to or with the State Treasurer, the Federal Reserve Bank of Kansas City, Missouri, the Federal Home Loan Bank of Topeka, Kansas, or a custodial bank having adequate modern facilities for the safekeeping of securities which shall have received the prior approval of the PMIB.

COMPENSATION

The University desires to compensate the bank for services performed on a fee basis. It is the University's intent that the "Fee Structure Form" reflects all the services and prices for which the bank will expect payment. It is understood that volumes indicated are estimates and that actual volumes will vary from month to month. Should the University request a service or services not

presently included on the form, the price shall be mutually negotiated and agreed upon in advance.

COMPETITIVE SELECTION / EVALUATION CRITERIA

1. Minimum Criteria - In order for a bank to be eligible for consideration as the selected designated bank the following additional information must be provided and will be utilized in the competitive selection evaluation:
 - (a) The bank must be insured by the FDIC, and must meet all statutory requirements, including those set forth in K.S.A. 75-4201 *et seq.*, and amendments thereto.
 - (b) Full service capability as herein described.
 - (c) Submission of most recent annual and quarterly financial statements.
 - (d) Demonstrated willingness and capability to fully collateralize the total university funds on deposit in the bank.
 - (e) The ratio of total capital to assets shall meet or exceed the regulatory minimum standards.
 - (f) The ratio of primary capital (equity capital and the loan loss reserve) to average assets shall meet the regulatory minimum standards.
 - (g) Please provide verification of the bank's disaster recovery plan.

2. Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, etc. that the bidder would propose to incorporate into any contract generated from this Bid. State of Kansas ESU-146a form remains a mandatory requirement in all contracts.

HISTORICAL DATA**Fee Agency Account Activity**

Dollar Volume - Check & Cash Deposits	
Annual	\$22,109,134
Monthly Average	\$1,842,428
Transaction Volume – Deposits	
Annual Credits	239
Monthly Average	20
Annual Deposited Local/Transit Items	8,771
Monthly Average Local/Transit items	731
Dollar Volume – Checks	
Annual	\$5,442,857
Monthly	\$453,571
Transaction Volume –Checks	
Annual	3,883
Monthly	324
Automated Clearing House (ACH) Transfers	
Incoming	
Annual Dollar Volume	\$8,484,568
Monthly Average	\$707,047
Annual Transaction Volume	6,844
Annual Transaction Files	168
Incoming – Credit Card Settlement	
Annual Dollar Volume	\$2,776,758
Transaction Volume	3,432
Outgoing	
Annual Dollar Volume	\$11,786,834
Monthly Average	\$982,236
Annual Transaction Volume	6,660
Annual Transaction Files	106
ACH Return Items	
Annual Dollar Volume	\$144,145
Monthly Average	\$12,012
Annual Transaction Volume	100
Monthly Average	8
Returned Checks	
Annual Dollar Volume	\$13,381
Monthly Average	\$1,115
Annual Transaction Volume	17
Monthly Average	1
Transfer In Between ESU Accounts	
Annual Dollar Volume	\$27,171,460
Monthly Average	\$2,264,288
Annual Transaction Volume	284
Monthly Average	24
Transfer Out Between ESU Accounts	
Annual Dollar Volume	\$3,422,487
Monthly Average	\$285,207
Annual Transaction Volume	29
Monthly Average	2

HISTORICAL DATA (continued)**Imprest Account Activity**

Dollar Volume – Checks		
Annual		\$65,185
Monthly		\$5,432
Transaction Volume –Checks		
Annual		42
Monthly		3
Wire Transfers		
Incoming		
Annual Dollar Volume		0
Monthly Average		0
Outgoing		
Annual Dollar Volume		0
Monthly		0
Automated Clearing House (ACH) Transfers		
Incoming		
Annual Dollar Volume		0
Monthly Average		0
Annual Transaction Volume		0
Monthly Average		0
Outgoing		
Annual Dollar Volume		0
Monthly Average		0
Annual Transaction Volume		0
Monthly Average		0
Transfer In Between ESU Accounts		
Annual Dollar Volume		\$82,861
Monthly Average		\$6,905
Annual Transaction Volume		13
Monthly Average		3
Transfer Out Between ESU Accounts		
Annual Dollar Volume		\$844
Monthly Average		\$70
Annual Transaction Volume		1
Monthly Average		0

HISTORICAL DATA (continued)**Organizational Safekeeping Account Activity**

Dollar Volume – Check & Cash Deposits	
Annual	0
Monthly Average	0
Transaction Volume – Deposits	
Annual Credits	0
Monthly Average	0
Annual Deposited Items	0
Monthly Average	0
Dollar Volume – Checks	
Annual	\$4,604,260
Monthly	\$383,688
Transaction Volume –Checks	
Annual	1,335
Monthly	96
Wire Transfers	
Incoming	
Annual Dollar Volume	0
Monthly Average	0
Outgoing	
Annual Dollar Volume	0
Monthly	0
Automated Clearing House (ACH) Transfers	
Incoming	
Annual Dollar Volume	Unknown
Monthly Average	Unknown
Annual Transaction Volume	75
Monthly Average	6
Outgoing	
Annual Dollar Volume	0
Monthly Average	0
Annual Transaction Volume	0
Monthly Average	0
Returned Checks	
Annual Dollar Volume	0
Monthly Average	0
Annual Transaction Volume	0
Monthly Average	0
Transfer In Between ESU Accounts	
Annual Dollar Volume	\$4,350,120
Monthly Average	\$362,510
Annual Transaction Volume	60
Monthly Average	5
Transfer Out Between ESU Accounts	
Annual Dollar Volume	\$959,200
Monthly Average	\$79,933
Annual Transaction Volume	4
Monthly Average	0

HISTORICAL DATA (continued)**Private Loan Account Activity**

Automated Clearing House (ACH) Transfers

Incoming

Annual Dollar Volume	\$860,000
Monthly Average	\$71,667
Annual Transaction Volume	70
Monthly Average	6

Transfer Out Between ESU Accounts

Annual Dollar Volume	\$860,000
Monthly Average	\$71,667
Annual Transaction Volume	70
Monthly Average	6

HISTORICAL DATA (continued)**Federal Direct Stafford Loan Account Activity**

Automated Clearing House (ACH) Transfers

Incoming

Annual Dollar Volume	\$25,792,263
Monthly Average	\$2,149,355
Annual Transaction Volume	109
Monthly Average	9

Transfer Out Between ESU Accounts

Annual Dollar Volume	\$25,792,263
Monthly Average	\$2,149,355
Annual Transaction Volume	114
Monthly Average	10

HISTORICAL DATA (continued)**Tuition Wire Transfer Account Activity**

Wire Transfers

Incoming

Annual Dollar Volume	\$475,698
Monthly Average	\$39,642
Annual Transaction Volume	27
Monthly Average	2

Outgoing

Annual Dollar Volume	0
Monthly	0
Annual Transaction Volume	0
Monthly Average	0

Automated Clearing House (ACH) Transfers

Incoming

Annual Dollar Volume	\$2,076,259
Monthly Average	173,022
Annual Transaction Volume	497
Monthly Average	41

Outgoing

Annual Dollar Volume	0
Monthly Average	0
Annual Transaction Volume	0
Monthly Average	0

Transfer Out Between ESU Accounts

Annual Dollar Volume	\$2,551,927
Monthly Average	\$212,664
Annual Transaction Volume	301
Monthly Average	25

FEE STRUCTURE FORM – FEE AGENCY ACCOUNT**PART A: SERVICE CHARGES FOR FEE AGENCY ACCOUNT**

<u>Type of Service</u>	<u>Unit Price</u>	<u>Annual</u>
Items Deposited:		
Drawn on local institution	_____	_____
Drawn on another institution (transit)	_____	_____
Deposits/Credits	_____	_____
Checks Written	_____	_____
ACH Transfers		
Files Initiated		
Incoming	_____	_____
Outgoing	_____	_____
ACH Transfers		
Other Files		
Incoming	_____	_____
Outgoing	_____	_____
Return Items		
ACH Returns	_____	_____
Deposited items returned	_____	_____
Stop Payments	_____	_____
Cashier's Checks	_____	_____
Collection Items	_____	_____
Lock Bags / Zipper Bags	_____	_____
Printed Deposit Slips	_____	_____
Account Maintenance (statement)	_____	_____
Duplicate Statement	_____	_____
Transfer In Between ESU Accounts	_____	_____
Transfer Out Between ESU Accounts	_____	_____
Other Services: (Offered by the bank to be completed by bank)		
_____	_____	_____
_____	_____	_____
Total Annual Recurring Charges	_____	_____

PART B: INTEREST CREDIT FOR FEE AGENCY ACCOUNT

Interest Credit/Payment on Demand Balances

- a) Earnings rate used
 - 1. Index used, i.e. average Fed funds effective, Average 91-day Treasury bill yield, etc. _____
 - 2. Dividend by days in year (360, 365, actual) _____
 - 3. Times days in month (30 or actual) _____
 - 4. Plus or minus any spread (in basis points) _____

- b) Formula used
 - 1. Average daily ledger balances _____
 - 2. Less average uncollected balances? (yes or no) _____
 - 3. Less reserve requirement? (yes or no) _____
 - 4. Times rate from (a) above? (yes or no) _____
 - 5. Dividend by days in year (360, 365, actual) _____
 - 6. Times days in month (30 or actual) _____

FEE STRUCTURE FORM - IMPREST FUND ACCOUNT**PART A: SERVICE CHARGES FOR IMPREST FUND ACCOUNT**

<u>Type of Service</u>	<u>Unit Price</u>	<u>Annual</u>
Checks Written	_____	_____
Wire Transfers		
Incoming	_____	_____
Outgoing	_____	_____
Outgoing/Foreign	_____	_____
ACH Transfers		
Files Initiated	_____	_____
Outgoing	_____	_____
Return Items		
Deposited items re-cleared	_____	_____
Deposited items returned	_____	_____
Stop Payments	_____	_____
Cashier's Checks	_____	_____
Collection Items	_____	_____
Printed Deposit Slips	_____	_____
Account Maintenance (statement)	_____	_____
Duplicate Statement	_____	_____
Transfer In Between ESU Accounts	_____	_____
Transfer Out Between ESU Accounts	_____	_____
Other Services: (Offered by the bank to be completed by bank)		
_____	_____	_____
_____	_____	_____
Total Annual Recurring Charges	_____	_____

PART B: INTEREST CREDIT FOR IMPREST FUND ACCOUNT

Interest Credit/Payment on Demand Balances

- a) Earnings rate used
 - 1. Index used, i.e. average Fed funds effective, Average 91-day Treasury bill yield, etc. _____
 - 2. Dividend by days in year (360, 365, actual) _____
 - 3. Times days in month (30 or actual) _____
 - 4. Plus or minus any spread (in basis points) _____

- b) Formula used
 - 1. Average daily ledger balances _____
 - 2. Less average uncollected balances? (yes or no) _____
 - 3. Less reserve requirement? (yes or no) _____
 - 4. Times rate from (a) above? (yes or no) _____
 - 5. Dividend by days in year (360, 365, actual) _____
 - 6. Times days in month (30 or actual) _____

FEE STRUCTURE FORM - ORGANIZATIONAL SAFEKEEPING ACCOUNT**PART A: SERVICE CHARGES FOR ORGANIZATIONAL SAFEKEEPING ACCOUNT**

<u>Type of Service</u>	<u>Unit Price</u>	<u>Annual</u>
Checks Written	_____	_____
ACH Transfers		
Files Initiated	_____	_____
Incoming	_____	_____
Outgoing	_____	_____
Return Items		
Deposited items re-cleared	_____	_____
Deposited items returned	_____	_____
Stop Payments	_____	_____
Cashier's Checks	_____	_____
Collection Items	_____	_____
Account Maintenance (statement)	_____	_____
Duplicate Statement	_____	_____
Transfer In Between ESU Accounts	_____	_____
Transfer Out Between ESU Accounts	_____	_____
Other Services: (Offered by the bank to be completed by bank)		
_____	_____	_____
_____	_____	_____
Total Annual Recurring Charges	_____	_____

PART B: INTEREST CREDIT FOR ORGANIZATIONAL SAFEKEEPING ACCOUNT

Interest Credit/Payment on Demand Balances

a) Earnings rate used

- 1. Index used, i.e. average Fed funds effective,
Average 91-day Treasury bill yield, etc.
- 2. Dividend by days in year (360, 365, actual)
- 3. Times days in month (30 or actual)
- 4. Plus or minus any spread (in basis points)

b) Formula used

- 1. Average daily ledger balances
- 2. Less average uncollected balances? (yes or no)
- 3. Less reserve requirement? (yes or no)
- 4. Times rate from (a) above? (yes or no)
- 5. Dividend by days in year (360, 365, actual)
- 6. Times days in month (30 or actual)

FEE STRUCTURE FORM – PRIVATE LOAN ACCOUNT**PART A: SERVICE CHARGES FOR PRIVATE LOAN ACCOUNT**

<u>Type of Service</u>	<u>Unit Price</u>	<u>Annual</u>
ACH Transfers		
Files Initiated	_____	_____
Incoming	_____	_____
Outgoing	_____	_____
Return Items		
Deposited items re-cleared	_____	_____
Deposited items returned	_____	_____
Account Maintenance (statement)	_____	_____
Duplicate Statement	_____	_____
Transfer In Between ESU Accounts	_____	_____
Transfer Out Between ESU Accounts	_____	_____
Other Services: (Offered by the bank to be completed by bank)		
_____	_____	_____
_____	_____	_____
Total Annual Recurring Charges	_____	_____

PART B: INTEREST CREDIT FOR PRIVATE LOAN ACCOUNT

Interest Credit/Payment on Demand Balances

a) Earnings rate used

- 1. Index used, i.e. average Fed funds effective, Average 91-day Treasury bill yield, etc.
- 2. Dividend by days in year (360, 365, actual)
- 3. Times days in month (30 or actual)
- 4. Plus or minus any spread (in basis points)

b) Formula used

- 1. Average daily ledger balances
- 2. Less average uncollected balances? (yes or no)
- 3. Less reserve requirement? (yes or no)
- 4. Times rate from (a) above? (yes or no)
- 5. Dividend by days in year (360, 365, actual)
- 6. Times days in month (30 or actual)

FEE STRUCTURE FORM – FEDERAL DIRECT STAFFORD LOAN ACCOUNT**PART A: SERVICE CHARGES FOR FEDERAL DIRECT STAFFORD LOAN ACCOUNT**

<u>Type of Service</u>	<u>Unit Price</u>	<u>Annual</u>
ACH Transfers		
Files Initiated	_____	_____
Incoming	_____	_____
Outgoing	_____	_____
Return Items		
Deposited items re-cleared	_____	_____
Deposited items returned	_____	_____
Account Maintenance (statement)	_____	_____
Duplicate Statement	_____	_____
Transfer In Between ESU Accounts	_____	_____
Transfer Out Between ESU Accounts	_____	_____
Other Services: (Offered by the bank to be completed by bank)		
_____	_____	_____
_____	_____	_____
Total Annual Recurring Charges	_____	_____

PART B: INTEREST CREDIT FOR FEDERAL DIRECT STAFFORD LOAN ACCOUNT

Interest Credit/Payment on Demand Balances

- a) Earnings rate used
 - 1. Index used, i.e. average Fed funds effective, Average 91-day Treasury bill yield, etc. _____
 - 2. Dividend by days in year (360, 365, actual) _____
 - 3. Times days in month (30 or actual) _____
 - 4. Plus or minus any spread (in basis points) _____

- b) Formula used
 - 1. Average daily ledger balances _____
 - 2. Less average uncollected balances? (yes or no) _____
 - 3. Less reserve requirement? (yes or no) _____
 - 4. Times rate from (a) above? (yes or no) _____
 - 5. Dividend by days in year (360, 365, actual) _____
 - 6. Times days in month (30 or actual) _____

FEE STRUCTURE FORM – TUITION WIRE TRANSFER ACCOUNT**PART A: SERVICE CHARGES FOR TUITION WIRE TRANSFER ACCOUNT**

<u>Type of Service</u>	<u>Unit Price</u>	<u>Annual</u>
Wire Transfers		
Incoming	_____	_____
Outgoing	_____	_____
Outgoing/Foreign	_____	_____
ACH Transfers		
Files Initiated		
Incoming	_____	_____
Outgoing	_____	_____
Return Items		
Deposited items re-cleared	_____	_____
Deposited items returned	_____	_____
Account Maintenance (statement)	_____	_____
Duplicate Statement	_____	_____
Transfer In Between ESU Accounts	_____	_____
Transfer Out Between ESU Accounts	_____	_____
Other Services: (Offered by the bank to be completed by bank)		
_____	_____	_____
_____	_____	_____
Total Annual Recurring Charges	_____	_____

PART B: INTEREST CREDIT FOR TUITION WIRE TRANSFER ACCOUNT

Interest Credit/Payment on Demand Balances

a) Earnings rate used

- 1. Index used, i.e. average Fed funds effective,
Average 91-day Treasury bill yield, etc.
- 2. Dividend by days in year (360, 365, actual)
- 3. Times days in month (30 or actual)
- 4. Plus or minus any spread (in basis points)

b) Formula used

- 1. Average daily ledger balances
- 2. Less average uncollected balances? (yes or no)
- 3. Less reserve requirement? (yes or no)
- 4. Times rate from (a) above? (yes or no)
- 5. Dividend by days in year (360, 365, actual)
- 6. Times days in month (30 or actual)

FORMS 1 AND 2 ARE TO BE COMPLETED AND RETURNED WITH PROPOSALS. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL. PLEASE USE ATTACHMENTS IF SPACE ON THE FOLLOWING FORMS IS NOT SUFFICIENT.

FORM 1 – VENDOR INFORMATION

1. Firm Name & Address:
 - a) Firm is:
 - State Chartered
 - Nationally Chartered
 - b) Year firm established:
 - c) Chartered in the State of Kansas
 - Yes No
 - d) Name, Title & Telephone Number of Principal to Contact
 - e) Address of office to perform work, if different from Item 1
 - f) Number of years with an Emporia location
2. Please list the number of people by discipline that your firm will commit to the University's account.
3. Brief resume of key persons, specialists and individuals that shall be assigned to the University's account. (Make copies of form for additional personnel)
 - a) Name & Title
 - b) Project Assignment
 - c) Year(s) experience:
 - With this firm:
 - With other firms:
 - d) Education:
 - Degree(s) / years / specialty
 - e) Other experience and qualification relevant to this project:
4. Provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the University's project.
5. Provide references from business clients within the State of Kansas who may be contacted to verify customer service satisfaction.
6. Provide copies of the following:
 - a) organizational chart
 - b) financial statement
 - c) legal agreement(s) that Vendor would require
7. The foregoing is a statement of facts.

Authorized Signature: _____

Typed Name and Title: _____

Telephone Number: _____

Date: _____

FORM 2 – BANK QUESTIONNAIRE

The Respondent is requested to answer the following questions as completely as possible. Questions may be answered on the documents provided or they may be transcribed onto another document, so long as the order is unchanged.

ONLINE BANKING SERVICES

1. Please provide an overview of available online banking services.
2. Do you provide an option for downloading historical transactions? If so, how many months of transactions are available?
3. Do you provide different levels of access with individual password protection?

POSITIVE PAY SERVICES (currently not using)

1. Please provide an overview of positive pay services including applicable fees.

DEPOSITS AND AVAILABILITY

1. What is your normal ledger cutoff for posting encoded items?
2. When are they released to the clearinghouse or Fed for clearing?
3. Is average daily float shown on your analysis determined by a factor or is it actual float determined when the item is processed through transit?
4. Can you provide online advice of wire transfer information?
5. How will balances be collateralized? How will changes in collateralization be communicated?
6. Where will deposits be processed? How will discrepancies be communicated? Are there fees for handling cash and coin?

EFT/ACH SERVICES

1. What options do you offer for reporting ACH receipts to the customer?
2. Are pre-noting services available for EFT/ACH transfers? Are there fees associated with these services?
3. Describe your ACH/wire transfer process including daily encryption method, different types of transportation methods, turnover time, returned items, and account information changes.
4. Describe your automated repetitive wire transfer service.

OTHER

1. **Explain how your bank will comply with the following requirement: The bank shall provide an account representative at the local branch to resolve IMMEDIATELY any issues relating to the daily ACH transfer files of financial aid funds to student accounts. Any delay of fund transfer will not be acceptable.**
2. **Explain how your bank will comply with the following requirement: The bank shall provide an account representative at the local branch to resolve unidentified debits or credits, account problems, and make adjustments when appropriate within two business days.**
3. Please describe the controls the bank has in place to protect data integrity and to ensure that data is not lost or duplicated, i.e. edits and audit and control procedures.
4. What measures has the bank undertaken to detect or prevent fraud in the ACH area? What steps are taken to address unauthorized ACH debits? Please list optional services and related costs, if any.
5. Please describe how the bank processes return items and indicate how customers are notified of these returns.
6. Please provide an overview of the process that the University should follow when special services requests are necessary (i.e. Where are technical and service requests considered and fulfilled – locally or regional office?).
7. Describe the type of implementation support the bank provides. Include specific examples.
8. What is the length of time to resolve unidentified debits or credits? What is the response time for correcting bank errors or making adjustments per ESU request?
9. Does the bank have experience working with Touchnet?

State of Kansas
Emporia State University
ESU-146a (Rev. 07-18)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form ESU-146a, Rev. 07/2018), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, being the 9th day of November, 2018.

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require Emporia State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.

5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order +so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

CONTRACTUAL PROVISIONS ATTACHMENT - page 2

11. **Information/Confidentiality**: As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Privacy of Student Records**: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.