



**LINCOLN UNIVERSITY  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL (RFP)**

<b>RFP NO.:</b> B20-1190 <b>TITLE:</b> BANKING SERVICES <b>ISSUE DATE:</b> MARCH 9, 2020	<b>REQ NO.:</b> n/a <b>BUYER:</b> CATHERINE FREDE <b>PHONE #:</b> (573) 681-5415 <b>E-MAIL:</b> <a href="mailto:fredec@lincolnu.edu">fredec@lincolnu.edu</a>
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**RETURN PROPOSAL NO LATER THAN: MARCH 23<sup>rd</sup>, 2020 AT 2 P.M. CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left-hand corner of the envelope or package. Delivered sealed proposals must be in the Lincoln University Purchasing Department (1002 Chestnut St, Room 101) by the return date and time.

(courier service)

**RETURN PROPOSAL TO:** **LINCOLN UNIVERSITY  
1002 CHESTNUT ST  
SHIPPING & RECEIVING BLDG  
JEFFERSON CITY MO 65101**

**CONTRACT PERIOD: MAY 1, 2020 THROUGH APRIL 30, 2021, WITH THE OPTION TO RENEW THE CONTRACT FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS.**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 04/23/2010). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from Lincoln University or when this RFP is countersigned by an authorized official of Lincoln University, a binding contract shall exist between the offeror and Lincoln University.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID #	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
VENDOR NO. (IF KNOWN)	TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN or <input type="checkbox"/> SSN	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other			
CONTACT PERSON		E-MAIL ADDRESS	
PHONE NUM BER.		FAX NUMBER	

**NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)**

ACCEPTED BY LINCOLN UNIVERSITY AS FOLLOWS:		
CONTRACT NO.		CONTRACT PERIOD
BUYER	DATE	PURCHASING DIRECTOR

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## PART I – GENERAL INFORMATION

### A. Introduction

This document constitutes an invitation for sealed Request for Proposals (herein referred to as a RFP) for Banking Services from qualified, experienced, financially sound and responsible institutions. The University's goal is to partner with a financial institution that demonstrates quality and responsiveness in its customer service. The University has an excellent relationship with our current bank but the contract has expired and ensuring good business practices requires the issuance of a request for proposal.

### B. Background

Lincoln University of Missouri is a historically black, 1890 land-grant, public comprehensive institution that provides excellent educational opportunities including theoretical and applied learning experiences to a diverse population within a nurturing, student-centered environment.

Lincoln University was founded in 1866 by the men of the 62<sup>nd</sup> and 65<sup>th</sup> United States Colored Infantries and their white officers, for the special benefit of freed African Americans. Today, Lincoln University's role in the education of Missourians and others and its service to stakeholders throughout the state, the nation, and across the globe is well recognized. Lincoln University continues to serve the needs of its diverse student body through a tradition of offering innovative programs.

Lincoln University of Missouri is located in Jefferson City, Missouri. Lincoln has an enrollment of approximately 2,436 as of fall 2019. The University's general and auxiliary operating budgets total \$44.6 million for FY20.

### C. Purpose

The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified financial institutions that provide full banking services including but not limited to depository services, investment services and credit card processing to Lincoln University. The University requires that the financial institution have a local branch network in order to meet the organization's cash management and student and employee needs. Financial Institutions submitting a proposal must propose to provide all services as indicated in this RFP, unless the service is specifically noted as being optional. The University is also especially interested in knowing of services that are available from your institution that may not be presently in use by the University.

#### **Supplier Diversity**

Lincoln University is a diverse community and recognizes the importance of supplier diversity in our business and procurement practices and welcomes the development, utilization of certified Minority, Women, Veteran and Service-Disabled Veteran-owned Business Enterprise (MBE/WBE/VBE/SDVBE). Lincoln University encourages the participation of MBE/WBE/VBE/SDVBES in its procurement process both at the prime vendor level as well as at the subcontractor level.

## PART II - SPECIFIC REQUIREMENTS

Respondents must address each of the following in their response in the order listed below.

### A. Accounts

The University has the following accounts. Awarded institution must allow for these accounts at minimum.

#### Bank Accounts

General Fund

Restricted/Agency Fund (ZBA)

Payroll (ZBA)

Endowment

Student Account (ZBA)

Debt Service Payments

The University must have access to current and pending day information reporting on all listed funds. Currently, the University obtains this information through an online portal.

#### General Fund:

The General Fund handles all revenue deposits including cash, check and credit card payments; all checks written for accounts payable and student refund checks; incoming and outgoing ACH and wire transfers of the University. In addition, this account serves as the clearinghouse for all investment activity. Funds are transferred to and from other accounts, as needed, through this account.

#### Restricted/Agency Funds:

The Restricted/Agency fund is a zero balance account. This account receives ACH and wire transfers for federal, state and local money that is restricted for specific programs. All balances are transferred to the General Fund account by the bank daily. No checks are written from this account.

#### Payroll:

The Payroll account is a zero balance account. All payrolls go through this account by check, credit (stop payment) or ACH. This account is funded via a transfer from the General Account prior to the funds being disbursed. Transfers to this account are automatic and coordinated by the banking institution.

#### Endowment:

The Endowment account holds the majority of the University endowment funds. Funds are transferred to and from this account and the General Fund account. No checks are written from this account.

#### Student Account:

The Student Account is a zero balance account. This account receives ACH and wire transfers. Funds are transferred to the General Fund account by the bank daily. No checks are written from this account.

#### Debt Service Payments:

The Debt Service Payments account is a holding account for scheduled payments to bondholders. It is a non-interest bearing account. Funds for this account are transferred in from other accounts by the University. Disbursements are made by ACH.

### B. Collateral

Responding institutions must keep the deposits of the University secured as provided by law as a depository of public funds. The rights and duties of the University and the selected Financial Institution will be governed by

the applicable sections of Chapter 30 – State Treasurer, and Chapter 110 – Depositories for Public Funds, of the Revised Statutes of Missouri.

The checking accounts must be secured by a deposit of securities of the character prescribed in Section 30.270, Revised Statutes of Missouri, for the security of funds deposited by the State Treasurer. In addition to the requirements of Section 30.270, the securities must be limited to bonds or other obligations issued or guaranteed by the United States of America or bonds or other obligations issued by the State of Missouri or a political subdivision of the State of Missouri. The securities should be deposited by the Financial Institution with a disinterested financial institution or safe depository as trustee.

The responding financial institutions must explain the process used to secure and release collateral securities.

### **C. Online Banking Services**

The University currently utilizes an online portal to access banking activity for each fund account. Banking activity includes, but not limited to, daily activity, bank statements, returned check reports, access to view cleared checks (including an image of front and back of check), investment activity, validate ACH files and creation of ACH, domestic wire transfers and inter-fund transfers. The online portal also allows access to check the current status of checks written, manually add a check to positive pay, process a stop pay or void a check.

Institutions should provide similar access. Respondents shall provide a detailed description of the online banking service and a list of all capabilities including reporting and internal controls.

### **D. Bank Statements and check reconciliation**

The University currently receives all bank statements through the online portal. Bank statements shall be available to the University monthly within two (2) days of the end of the month. Bank statements shall cover a calendar month and shall include the amount of each deposit and each withdrawal for the particular account during the period covered by the respective statement.

The institution shall also provide a numeric listing of cancelled checks and an electronic text file of cancelled checks matching the cleared checks on the monthly statements. The electronic file must be made available to the University within two (2) of the end of the month. A CD or electronic file of all cleared checks (images of front and back) must be made available to the University on a monthly basis.

### **E. Interest**

Interest will be credited to each interest bearing account monthly. The rate of interest earned on each account and balance upon which interest is calculated must be specified for each account (See pricing page). Provide the method of calculating interest and if accounts are swept each night and funds invested. A statement each month showing the amount of interest and how the interest was calculated will be required.

### **F. Positive Pay and other Internal Controls**

Lincoln University currently utilizes Positive Pay for check processing and is interested in Payee Positive Pay to control fraudulent activity. Outline the process and controls available to protect against fraud. Method should describe what information is checked (name, amount, signatures and validation of date), number of files that can be submitted per day, submission criteria and how files are submitted including cutoff timelines. Indicate the method of notification of fraudulent activity.

The University currently utilizes a secure email to send and receive communication with the banking institution. Please confirm that the institution will provide a secure method of communication.

The University wants to continue to utilize, at minimum, similar internal controls that protect the institutions resources. Institutions are encouraged to recommend arrangements to achieve greater resource controls.

#### **G. Insufficient Funds payments**

Responding institutions should explain their process for returned checks, including insufficient checks and closed accounts, how many times the check is presented, in what format and all reports available to the University to monitor the status of each check.

#### **H. Automated Clearing House (ACH)**

ACH is currently being used for the General Fund, Payroll, and Debt Service Fund. Data for the past calendar year follows (includes incoming and outgoing ACH by category). The Financial Institution must have a procedure in place to notify the University immediately of any ACH rejections or if an account number or routing number is incorrect.

The University requires all employees to use direct deposit for their paychecks. The University processes three payrolls per month, one payroll each for students and hourly employees on the 15<sup>th</sup> of each month and salaried employees on the last working day of each month.

Employees are required to receive all reimbursements by direct deposit. Some vendors are currently enrolled in direct deposit. The University plans to expand the enrollment of vendors in direct deposit in the future. Reimbursements and vendor payments are generally processed once per week, but could increase in volume depending on circumstances.

Students are encouraged to participate in direct deposit for student account refunds. Student refunds are processed at minimum every two weeks.

Some employees or students may not have their own bank account. Please outline options for these employees or students to ensure payment can be made to them by stored value (paycard).

The Proposing Institution “institution” must respond to the following questions regarding ACH:

- a. How would ACH files be transmitted to the institution? Currently the University uses secure password protected File Transfer Protocol (FTP); access is made to the institution’s website, files are forwarded to the institution, the institution validates files sent and processes files daily.
- b. What is the processing time for received ACH files?
- c. What are the daily time cutoffs for ACH file processing?
- d. What are the institution’s procedures for correcting ACH items?
- e. What are the institution’s procedures for ACH recall (stop payment)?
- f. Does the institution require pre-notes? What options are available to test new setups?
- g. How long can stop payments remain effective on the institution’s system?
- h. For incoming ACH payments, is there access to online reports for additional information regarding the funds and/or sender?

## **I. Wire Transfers**

Proposing Institutions must respond to the following:

1. Explain the process of sending wire transfers. If the process differs for international versus domestic wire transfers, explain both processes.
2. Is there an online service available to send wire transfers?
3. Are controls in place to require a secondary authorization for security?
4. What deadlines are maintained for outgoing wires?
5. What procedures are in place for international incoming wires and what is the supporting documentation to confirm receipt of incoming wires? Outgoing international wires?

## **J. Collection and Deposit Services**

The Proposing Institutions must respond to the following:

1. List the available deposit locations in Jefferson City.
2. What hours are each location open to accept University deposits (inside and drive through)?
3. How are after hours deposits handled/night deposits?
4. What is the latest deadline for same day ledger credit?
5. Describe how foreign deposit items would be handled and any fees associated with the collection.
6. Describe the institutions procedure to notify Lincoln University of incoming wire, ACH and other non-university initiated deposits.

## **K. Internet/Credit Card/Debit Card processing**

The University currently accepts credit/debit card payments (Mastercard, VISA, Discover and American Express) in person, through the web using Ellucian Colleague payment gateway Paypal and other solutions through Authorize.net. These merchant card services are handled through the current banking relationship. In addition, the University utilizes Nelnet to collect payments for student account payment plans. Nelnet processes those credit card transactions.

Financial Institution proposals must explain how their institution handles credit/debit card processes. Fees for credit/debit card processing must be detailed in the pricing page of the RFP.

## **L. Investment Services**

The University seeks an institution that provides an experienced investment team. Institutions must provide the name, location and credentials of the primary point of contact at the institution assigned to the account. Primary point of contact will be expected to provide suggestions on investment strategies and investment opportunities based on the university's cash flow needs as identified by the university. The institution investment policy is attached for reference.

## **M. Bank Service Charges**

All fees associated with bank services must be identified on the pricing page. The banking institution must prepare monthly a detailed invoice defining all services and other costs incurred by the University. Charges must be consistent with those specified in the financial institution's proposal unless both parties mutually agree to a different fee in writing.

Bank Service charges may be on a direct fee method or a compensating balance method. Explain the proposed method and the details of each including how earnings credits are applied, as applicable.

## **N. ATM**

The University does not currently have an ATM machine on campus but is interested in proposals for placement of a machine on campus.

## **O. Other Services/Fees**

Financial Institutions must describe how these services are provided. Please indicate any associated fees on the pricing page:

1. Stop payments: the university does all stop pays online.
2. Wire transfers, international and domestic, incoming and outgoing.
3. Coin wrappers and deposit bags: (at minimum 4 zippered bags and 11 lockable bags).
4. Orders for change and currency.
5. Travelers checks, bank drafts, bank money orders and Cashier's Checks as needed.
6. Online fund transfers within accounts
7. How does your Institution handle loose change? Does your Institution allow use of a loose coin counter for occasional coin deposits?
8. Check stock options: optional service – university currently has check stock printed externally.
9. Service charges.
10. Deposit slips.
11. Check cashing of University issued checks to faculty, staff and students and vendors.
12. Access to front and back images of cleared checks. The University expects to receive this access online and in electronic file format (CD or USB). Define how long cleared check data is available to the University.
13. Processing of electronic funds transfer. A report must be submitted to the University within 24 hours of the EFT receipt. Explain the process for receiving EFT information.
14. On-line banking access.



15. Is there any fee or limit to the number of customer service phone calls that can be made to the institution?

The financial institution is not limited to the above services. Any additional services may be included or stated as an Addendum to the above referenced items. Any charges connected with additional services MUST be shown on the pricing page.

**P. Compensating Balances**

Please describe the institution's current policy concerning required balances. Institutions are encouraged to propose arrangements in this area. Please explain how the institution will maintain compliance with safekeeping requirements.

**Q. Implementation/Transition Process**

The Proposing Institutions must discuss implementation/transition procedures and time frame required assuming the institution is awarded the University's business.

**R. Other Questions**

Is the financial institution currently for sale or involved in any transaction to become acquired by another business entity? Are there any expansion plans that might affect the account?

**S. Pricing**

All fees must be reported on the pricing page.

## **PART III – PROPOSING INSTITUTION QUALIFICATIONS**

### **A. Minimum Requirements of Proposing Institution**

Failure to include these items may be grounds for rejection of your proposal.

1. The Proposing Institution shall present evidence that the institution or its officers have been engaged for at least the past five (5) years in providing services as listed in this RFP. Additional minimum qualifications for the banking portion of this RFP are as follows:
  - a. Be nationally or Missouri chartered, approved by the Missouri Banking Commission to conduct business in the State of Missouri, a member of the Federal Deposit Insurance Corporation, and have immediate access to the Federal Reserve wire transfer system.
  - b. Conform to the provisions of Chapter 30 – State Treasurer and Chapter 110 – Depositories for Public Funds, of the Revised Statutes of Missouri relating to the collateralization of public funds.
  - c. Include a description of any litigation in which Proposing Institution and/or its officers is currently involved, as well as indicating any potential conflict of interest and plans for avoiding the conflict.

### **B. Information to include in Qualifications of Institution**

1. General Institution Information:
  - a. Provide a general overview and brief history of your institution, including parent and/or subsidiary companies and the number of employees.
  - b. Describe the experience of the financial institution in providing similar services for other colleges and universities or state entities.
  - c. Financial Strength:
    - 1) Capital ratios, asset quality, earnings, liquidity, sensitivity to market risk, deposits, and loans
    - 2) Audited financial statement for the most current quarter year-end and copy of its most recent "State of Condition" and those from year-end for the past five (5) years.
    - 3) Rating information from recognized bank rating agencies (e.g. Veribanc, Highline, Standard and Poor, Moody Investor Service, etc.)
    - 4) Confirmation from the institution that it will communicate to the University any changes in its credit rating or bank rating during the contract period.
  - d. Proof of current standing as an eligible public depository.
  - e. Community Reinvestment Act (CRA) rating and rating authority. Include information on the bank's CRA activity within the University's jurisdiction.
  - f. Institution locations (main office and branches near the University).
  - g. Confirmation that the institution will adhere to the University's collateral and investment policy.
  - h. Institution's disaster recovery plan (back-up sites and system back-up process).
  - i. Description of the institution's dispute resolution and customer service/feedback process.

2. Personnel:
  - a. Provide the name, title, institution address, phone number and email address of the primary contact person(s) assigned to this account.
  - b. Describe your institution's policy on changing the primary contact person on an account.
  - c. Provide name(s) and contact information of individual(s) who will work with the University on a day-to-day basis.
  - d. Will a specific customer service representative be assigned to handle day-to-day transactions for the University?
  - e. Will the institution provide dedicated IT liaison(s) to work on set-up, file transfer, testing and troubleshooting/issue resolution? During what hours is technical support available (specify time zones)?
  - f. Will a specific investment advisor be assigned for the University?
  
3. List any incentives offered by the institution for transition or retention including but not limited to scholarships and/or sponsorships and internship opportunities for Lincoln University students.

### **C. References**

1. Three (3) references (higher education or state entity, if possible) must be included stating the name, position, telephone number and email address of the contact person.

## **PART IV –PROPOSAL, EVALUATION & AWARD**

The selection committee will first determine if a proposal satisfies the mandatory requirements stated in this RFP. The award of a contract shall be based on the proposal most advantageous to the University taking into consideration price and the qualifications and services provided to the University. Criteria to be evaluated in the proposal are as follows:

Cost – 40 pts

Services – 40 pts

Financial Stability – 15 pts

Incentives and other factors – 5 pts

**PART V – PRICING PAGE**

#	Item description	Per transaction fee	Monthly	Quarterly	Annual	Other
1	Online banking access					
2	ACH - incoming					
3	ACH - outgoing					
4	Wire Transfer (domestic-incoming)					
5	Wire Transfer (international-incoming)					
6	Wire Transfer (domestic-outgoing)					
7	Wire Transfer (international-outgoing)					
8	Interbank transfers					
9	Stop Payments					
10	Void Check					
11	Postive Pay					
12	Payee Positive Pay					
13	CD of check images (front and back)					
14	Cancelled check file (monthly)					
15	Merchant Card fees (average rate)					
16	Cashiers Check					
17	Money Order					
18	ATM placement on campus					
19	Record research (per hour rate)					
20	Currency exchange					
21	Check orders					
22	Deposit Slip orders					
23	Coin Wrappers					
24	Credit Card Machines					
25	Bank bags (locked and zippered)					
26	Stored Value (paycard) option					
27	Account closing fee					
28	Representment of returned checks by customer					
29	Investment Division services					
30	Other					
31	Other					
32	Other					
33	Other					
34	Other					
35	Other					
36	Interest rate on interest bearing accounts (revenue)					

## PART VI – TERMS AND CONDITIONS

1. Contract Period:
  - a. The contract period shall be as stated on page one (1) of the Request for Proposal (RFP). Except as provided herein, the contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the stated contract period.
  - b. Lincoln University shall have the right, at its sole option, to renew the contract for four (4) additional one (1) year periods, or any portion thereof. In the event Lincoln University exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.
  - c. The initial contract period will be for May 1, 2020 through April 30, 2021
2. Contract Price:
  - a. All prices and percentages quoted by the contractor shall be firm and fixed for the contract period. The University shall neither pay nor be liable for any other additional costs. All prices for the renewal period shall be in accordance with this document.
  - b. Any letters of engagement must reference this RFP.
3. Contract Document: The contract between Lincoln University and the contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, and (2) any amendment to the RFP, (3) the contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated either in the RFP or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
4. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the vendor and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the vendor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. The University cautions the vendor that their proposal shall be subject to acceptance without further clarification.
5. All reports and materials developed or acquired by the selected vendor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
6. The vendor agrees to keep all information about the University and its Financial Records, Contracts and other affairs in strict confidence. The vendor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the University.
7. The vendor covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
8. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
9. Termination of Contract:
  - a. The University shall have the right to terminate this contract at any time in the event the selected firm

files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the selected firm and not discharged within 30 days; or if the selected firm becomes insolvent or makes an assignment for the benefit of its creditor or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the selected firm or its business. The selected firm and the University agree that each party is responsible for its own negligence.

- b. Lincoln University reserves the right to terminate the contract at any time for the convenience of the University, without penalty or recourse by giving the vendor a written notice of such termination at least thirty (30) calendar days prior to termination. The vendor shall be entitled to receive compensation according to the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.

10. In the event that only one bid is received in response to this RFP, the University reserves the right to negotiate the terms and conditions, including price, as proposed in the sole vendor's bid. In addition, as part of such negotiations, the University reserves the right to require supporting costs, pricing and other data from the sole vendor in order to determine the reasonableness and acceptability of the bid.

11. Personnel:

- a. Respondent understands and agrees that
  - i. Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - ii. If Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to believe that Contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The University may also withhold up to twenty-five percent of the total amount due to Contractor.
  - iii. Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - iv. Contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
- b. Subcontractors. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that
  - i. the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
  - ii. shall not henceforth be in such violation and
  - iii. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- c. Affidavit of Work Authorization and Documentation. Pursuant to 285.530 RSMo, Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
  - i. submitting a completed, notarized copy of ATTACHED AFFIDAVIT OF WORK AUTHORIZATION and
  - ii. providing documentation affirming Contractor's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

- d. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder/company name and 2) a valid copy of the signature page completed and signed by the bidder/an authorized representative of (company name), the Social Security Administration, and the Department of Homeland Security – Verification Division.



## Attachment A – Historical Information

General Fund				
Month	Checks Written		ACH processed	
	Number	Amount	Number	Amount
January 2019	330	\$ 1,643,845.04	172	\$ 771,737.04
February 2019	693	\$ 1,357,376.35	640	\$ 1,567,194.16
March 2019	463	\$ 884,029.29	416	\$ 951,522.60
April 2019	375	\$ 1,817,883.01	301	\$ 1,078,907.20
May 2019	373	\$ 964,204.63	184	\$ 658,779.67
June 2019	318	\$ 996,144.69	216	\$ 331,673.40
July 2019	316	\$ 1,254,390.75	189	\$ 1,062,050.33
August 2019	341	\$ 1,793,915.35	177	\$ 785,788.36
September 2019	643	\$ 1,870,910.45	464	\$ 1,870,272.38
October 2019	553	\$ 2,484,723.73	339	\$ 1,721,406.13
November 2019	546	\$ 1,643,016.22	472	\$ 1,427,831.56
December 2019	237	\$ 518,902.42	137	\$ 1,166,268.02
<b>Total</b>	<b>5,188</b>	<b>\$ 17,229,341.93</b>	<b>3,707</b>	<b>\$ 13,393,430.85</b>

During the calendar year 2019, the University processed one wire transfer out in the amount of \$10,537.96 from the General Fund account. In addition, the University made 274 direct payments to vendors in the amount of \$9,694,260.

Payroll Fund				
Month	Checks Written		ACH processed	
	Number	Amount	Number	Amount
January 2019	23	\$ 5,147.31	597	\$ 1,253,311.40
February 2019	18	\$ 7,154.45	616	\$ 1,304,642.58
March 2019	44	\$ 13,350.84	700	\$ 1,337,517.14
April 2019	49	\$ 11,349.21	692	\$ 1,345,929.03
May 2019	36	\$ 9,480.55	690	\$ 1,409,015.83
June 2019	22	\$ 6,649.71	579	\$ 1,270,755.11
July 2019	19	\$ 12,277.78	549	\$ 1,270,173.54
August 2019	22	\$ 17,708.56	547	\$ 1,315,426.72
September 2019	15	\$ 3,705.15	575	\$ 1,341,172.62
October 2019	39	\$ 9,183.13	642	\$ 1,366,022.60
November 2019	57	\$ 20,121.80	672	\$ 1,402,189.75
December 2019	38	\$ 13,624.44	668	\$ 1,410,398.75
<b>Total</b>	<b>382</b>	<b>\$ 129,752.93</b>	<b>7527</b>	<b>\$ 16,026,555.07</b>

Debt Service Payments				
	Checks Written		ACH processed	
Month	Number	Amount	Number	Amount
January 2019				
February 2019				
March 2019			1	\$ 261,561.82
April 2019				
May 2019			1	\$ 15,847.50
June 2019				
July 2019				
August 2019			1	\$ 16,381.68
September 2019				
October 2019				
November 2019			1	\$ 16,381.68
December 2019				
<b>Total</b>			<b>4</b>	<b>\$ 310,172.68</b>

Total Deposits by Account					
	General	Restricted	Endowment	Student Account	Debt Service Payments
Cashier deposits	\$ 4,410,159				
ACH deposits	\$ 22,970,335	\$ 27,209,052		\$ 280,340	
Credit Card deposits	\$ 2,394,138				
Nelnet CC deposits	\$ 916,569				
WT deposits	\$ 11,881				
Interbank transfers			\$ 5,250		\$ 311,687
<b>Total</b>					
Number of Deposits by Account					
	General	Restricted	Endowment	Student Account	Debt Service Payments
Cashier deposits	394				
ACH deposits	475	69		26	
Credit Card deposits	452				
Nelnet CC deposits	397				
WT deposits	1				
Interbank transfers			1		4
<b>Total</b>					

**Attachment B – Affidavit of Work Authorization**

**AFFIDAVIT OF WORK AUTHORIZATION**

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly sworn on my oath,  
(NAME) (OFFICE HELD)

affirm \_\_\_\_\_ is enrolled and will continue to participate in a federal work  
(COMPANY NAME)

authorization program in respect to employees that will work in connection with the contract services related to  
\_\_\_\_\_ for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2).  
(BID NUMBER)

I also affirm that \_\_\_\_\_ does not and will not knowingly employ a person who is an  
(COMPANY NAME)  
unauthorized alien in connection with the contracted services related to \_\_\_\_\_ for the duration of  
(BID NUMBER)

the contract, if awarded.

***In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).***

\_\_\_\_\_  
Signature (person with authority) Printed Name

\_\_\_\_\_  
Title Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

Commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary Date

## Attachment C – Lincoln University Investment Policy

### I. Scope

The purpose of the Investment Policy shall be to establish the investment objectives of Lincoln University and provide a set of investment parameters to govern the type, quality, diversification and term of investments in order to realize those objectives.

The investment policy encompasses the General Fund, the Swimming Pool Fund and the Endowment Fund.

In developing and implementing any investment strategy for the custodial assets, Investment Advisors shall comply with the investment parameters set forth herein.

### II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

- 1. Safety.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

**a. Credit Risk.** Lincoln will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities, as defined in Section V; and
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

**b. Interest Rate Risk.** Lincoln will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Managing the duration of the portfolios in a manner which satisfies the anticipated liquidity needs of each.

- 2. Liquidity.** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds.

- 3. Yield.** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal;
- A security exchange which would improve the quality, yield, or target duration in the portfolio; or
- Liquidity needs of the portfolio require that the security be sold.

### III. Standards of Care

1. **Prudence.** The standard of prudence to be used by Lincoln investment officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The standard of prudence to be used by Lincoln financial advisors shall be the "prudent expert" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest.** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of Lincoln.
3. **Delegation of Authority.** Authority to manage the investment program is granted to the Controller's division within Lincoln. Responsibility for the operation of the investment program is hereby delegated to the Controller and his or her delegate, hereinafter referred to as investment officers, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officers. The investment officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officers.

### IV. Safekeeping and Custody

1. **Authorized Financial Dealers and Institutions.** Lincoln's Financial Institution/Safekeeping Agent shall retain principal collection subject to Lincoln's direction and shall distribute income to the University. The Financial Institution/Safekeeping Agent shall provide monthly portfolio accounting reports on an accrual basis. All securities will be registered in the name of Lincoln University unless otherwise instructed. An annual review of the financial condition and registration of Lincoln's Financial Institution/Safekeeping Agent will be conducted by the investment officers. Lincoln's Financial Institution/Safekeeping Agent will supply the following information as requested:
  - Audited financial statements; and
  - Certification of having read and understood and agreeing to comply with Lincoln's investment policy.
2. **Internal Controls.** The investment officers are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of Lincoln are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept

of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officers shall establish a process for an annual independent review by an auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion;
- Separation of transaction authority from accounting and record keeping;
- Custodial safekeeping;
- Avoidance of physical delivery securities;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of transactions for investments and wire transfers;
- Development of a wire transfer agreement with the lead bank and third-party custodian;
- Timely check of internal trade tickets and dealer confirmations; and
- Periodic sufficiency check of repurchase agreement collateral.

## V. Suitable and Authorized Investments

1. **Investment Types.** In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that Lincoln University will consider. Lincoln may directly invest in or purchase money market mutual funds with the following as underlying securities:
  - a. United States Treasury Securities. Lincoln may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
  - b. Government Sponsored Enterprises(GSE). Lincoln University may invest in GSE's including, but not limited to:
    - Federal Farm Credit Banks
    - Federal Home Loan Banks
    - Federal National Mortgage Association
    - Federal Home Loan Mortgage Corporation
    - Tennessee Valley Authority
    - Small Business Administration Guaranteed Loan Pool Certificates
    - Government National Mortgage Association
  - c. Repurchase Agreements. Lincoln may invest in contractual agreements between the University and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices. This includes the purchase of reverse repurchase agreements for not longer than ninety days.
  - d. Collateralized Public Deposits (certificates of deposit). Instruments issued by financial institutions, which state that specified sums have been deposited for specified periods of time, and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.
  - e. Bankers' Acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. Lincoln may invest in bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.
  - f. Commercial Paper. Lincoln may invest in commercial paper issued by domestic corporations, which has received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.

Eligible paper is further limited to issuing corporations that have total commercial paper program size in excess of five hundred million dollars (\$500,000,000).

2. **Security Selection.** The following list represents the entire range of United States Agency Securities that will be considered and which shall be authorized for the investment of funds by Lincoln. Additionally, the following definitions and guidelines should be used in purchasing the instruments:
  - a. U.S. Govt. Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.
  - b. U.S. Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
  - c. U.S. Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of seven (7) years.
  - d. U.S. Govt. Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with final maturities of seven (7) years.
  - e. U.S. Govt. Agency Floating Rate Securities. The coupon rate floats off one index. Restricted to coupons that reset at least semi-annually.
  - f. U.S. Govt. Mortgage Backed Securities (MBS). Restricted to securities with average life of seven (7) years or less and to those issued by the GSE's outlined in section V.1.b. of the Investment Policy.
    - Pass Through Securities (MBS)
    - Collateralized Mortgage Obligations – Must pass Federal Financial Institutions Examinations Council (FFIEC) Test
3. **Investment Restrictions and Prohibited Transactions.** To provide for the safety and liquidity of Lincoln's funds, the investment portfolio will be subject to the following restrictions:
  - a. Borrowing for investment purposes ("Leverage") is prohibited.
  - b. Instruments commonly known as "Derivatives" and those containing leverage, such as inverse floaters, leveraged floaters, equity-linked securities, options, futures, swaps, caps, floors, and collars are prohibited.
  - c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.
  - d. No more than 5% of the total market value of the portfolio may be invested in bankers' acceptances issued by any one commercial bank and no more than 5% of the total market value of the portfolio may be invested in commercial paper of any one issuer.
4. **Collateralization.** Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value (including accrued interest) of the collateral should be at least 100%. For certificates of deposit, the market value of collateral must be at least 100% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund. Additionally referenced in the Request for proposal document page 14, section 12, paragraph 12.2.

## VI. Investment Parameters

1. **Diversification.** The aggregate investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:
  - a. U.S. treasuries and securities having principal and/or interest guaranteed by the U.S. government ...<=100%
  - b. Collateralized time and demand deposits.....<= 100%
  - c. Government Sponsored Enterprises.....<= 100%
    - i. No more than 50% of the portfolio in any one Government Sponsored Enterprise.
  - d. Collateralized repurchase agreements.....<= 50%
  - e. Commercial Paper.....<= 30%
  - f. Bankers' Acceptances.....<= 30%
  - g. Mortgage Backed Securities .....<= 50%

**Maximum Maturities.** To the extent possible, Lincoln shall attempt to match its investments with anticipated cash flow requirements.

2. **Because of inherent** difficulties in accurately forecasting cash flow requirements, where advisable, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

## VII. Policy Considerations

1. **Exemption.** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.
2. **Amendments.** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officers and the Lincoln University Investment Advisory Board, as well as the individual(s) charged with maintaining internal controls.



## Attachment D

### SPECIAL INSTRUCTIONS TO PROPOSER(S)

1. **Proposer(s) Contacts:**

- a. All questions regarding technical specifications, proposal process, etc., must be directed to Catherine (Cathie) Frede by email at [fredec@lincolnu.edu](mailto:fredec@lincolnu.edu) Proposer(s) must not contact other employees of the University concerning this RFP while the proposal period and evaluation stage are in process. Failure to abide by this requirement may result in disqualification of the proposer(s).

2. **Clarification of Requirements:**

- a. It is the intent and purpose of the University that this request permits competitive bidding. It shall be the proposer(s) responsibility to advise the University, at the address noted on page one of the Request for Proposal (RFP), if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

3. **Submission of Proposals:**

- a. Proposals are to be priced, signed and returned (with all necessary attachments) to the University by the date and time stated on page one.
- b. The proposer(s) must respond to this RFP by submitting all data required herein in order for his/her response to be evaluated and considered for award.
- c. Proposals must be priced, signed and sealed, and received in the University's Purchasing Office by the closing date and time specified. Any proposal received by the Purchasing Office after the exact closing date and time specified will not be opened and will not be evaluated regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. A facsimile or email transmission is NOT an acceptable response to this RFP.
- d. **Copies of Proposals:** The proposer(s) is requested to submit an original signature proposal and four (5) complete copies of the original signature proposal that have the **pricing should be redacted on the additional copies**, for a total of six (6) complete copies. In addition, an electronic copy (thumb drive) of the proposal should be provided as well.
- e. **Pricing:** Pricing shall be listed on the Pricing Page.