



Truman State University
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REQUEST FOR PROPOSALS (RFP) – FEBRUARY 2, 2026
PROJECT SP26-04 BANKING SERVICES

Submittals from minority, women and disadvantaged business enterprises are encouraged.

<p align="center">SUBMITTAL DEADLINE 2:00pm Central Time Thursday, February 26, 2026</p>	<p align="center">SUBMIT One (1) Electronic copy via thumb drive or email to lthrasher@truman.edu</p>
<p align="center">DELIVERY BY MAIL Truman State University Purchasing Buyer Laura Thrasher 100 East Normal Avenue Kirksville, MO 63501</p>	<p align="center">DELIVERY BY HAND Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)</p>

Truman State University (Truman) is requesting proposals from qualified institutions to provide banking services. Proposals may be delivered to the Purchasing Department at Truman until 2:00 PM CT, February 26, 2026, at which time the names of those institutions submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

RFP documents are available at <http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp>. A notification of intent to respond to this RFP is located immediately below. This page should be submitted to notify Truman of your interest in this project and your plan to submit a proposal. This form is also required if you wish to receive answers to questions regarding the RFP and any RFP addenda. RFP addenda will be issued if there are changes to this RFP.

INTENT TO RESPOND STATEMENT

___ YES our institution plans to submit a response to this solicitation for proposals:

NO RESPONSE STATEMENT

___ NO our institution is not submitting a response for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> Do not offer this commodity or equivalent | <input type="checkbox"/> Insufficient time to respond |
| <input type="checkbox"/> Schedule would not permit us to perform | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> The project is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project is too large | <input type="checkbox"/> Other reasons |

Name of Institution: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number: _____

Contact Email Address: _____

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PART I – OVERVIEW

Founded in 1867, Truman is Missouri’s selective public liberal arts and sciences university. Truman primarily serves full-time undergraduate degree seeking students in a residential environment. Truman offers numerous bachelors, masters, and minor degrees in addition to certificate programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission. Truman has been recognized as the number one Midwest regional public university in U.S. News & World Report’s "Best Colleges" publication for more than twenty consecutive years. In addition to being recognized scholars, Truman students and alumni are known as contributors to their communities, creative problem solvers and goal-oriented professionals. More information about Truman is available at www.truman.edu.

PART II – SPECIFICATIONS AND REQUIREMENTS

Truman seeks a professional institution to provide banking services. This RFP contains specific information that must be addressed in the institution’s proposal response. This RFP, and any subsequent addenda, constitute the specifications and requirements for this project. All communications regarding specifications and requirements should be directed to Truman’s Purchasing Buyer referenced on the first page of this RFP, and it is the institution’s responsibility to ensure any request for information is received by Truman’s Purchasing Buyer.

A. General Information

Truman is providing the following transaction information for its most current year of operations. This information is provided to assist institutions in preparing their proposal responses. However, Truman’s past transaction history may not be indicative of future banking operations:

Deposits:		Disbursements:	
Non-Electronic (in millions)	\$25.2	Checks written	4,328
Credit card transactions	7,550	Check Amount (in millions)	\$37.9
Credit card receipts (in millions)	\$3.6	ACH payments processed	3,040
Web check transactions	7,036	ACH Amount (in millions)	\$93.3
Web check receipts (in millions)	\$11.3	Active purchasing cards	148
Wire & EFT transactions	918	Purchasing card transactions	9,635
Wire & EFT receipts (in millions)	\$103.3	Purchasing card payments (in millions)	\$3.1

B. Depository Accounts

Truman conducts day-to-day operations using the following ten bank accounts:

1. General Fund: Most deposits, checks, and ACH’s are processed through this account. Transfers to and from other accounts occur regularly. The monthly balance may fluctuate between \$500,000 and \$5 million.
2. Electronic Transfer: This account accepts incoming wires and electronic fund transfers (EFT) that will be moved to other accounts. This account was established for security purposes to limit access to the General Fund account. This account typically carries a daily balance of less than \$50,000. This account does not process disbursements.
3. Payroll: Payrolls are processed through this account via ACH direct deposit. This account is funded via manual electronic transfer from the General Fund account. Truman typically processes two payrolls per month.
4. Direct Loan Federal Funds: The United States Department of Education deposits federal direct and indirect student loan proceeds to this account. Typically, funds are received and transferred from this account on the same day resulting in a zero balance. This account does not process disbursements.

5. Loan Fund: This account receives other ancillary student loan proceeds. This account typically carries a balance of less than \$10,000. This account does not process disbursements.
6. Alternative Student Aid: This account is used to deposit private / alternative student loans and scholarships. This account typically carries a balance of less than \$100,000. This account does not process check disbursements.
7. Federal Funds: This account receives and sends ACH transactions for federal funds that are restricted for specific programs. Typically, funds are received and transferred from this account on the same day resulting in a zero balance. This account does not process check disbursements.
8. Direct Debit Vendors: This account is used to process out-going wires and ACH payments to select vendors. Payments are swept from the General Fund account resulting in a zero balance following disbursements.
9. Self-Insurance Fund: This account is used to pay claims and fees to Truman's medical insurance administrator via ACH disbursement. Payments are swept from the General Fund account.
10. Foundation: This account is owned by the Truman State University Foundation (a private 501c3 organization with a tax identification number separate from the University), this account receives donations and processes ACH and check disbursements. The average monthly balance of this account is \$250,000.

C. Statements and Account Reconciliation

Financial institutions should propose electronic statement and account reconciliation services. Monthly bank statements for all accounts will be delivered to Truman within five (5) calendar days following the end of the month. Statements should outline monthly beginning and ending balances; individual deposits and withdrawals; and any other associated transactions. Truman must have the capability to download bank statements and associated transactions from a secure website in a usable electronic format.

D. Automated Clearing House (ACH) Capability

ACH transactions are processed through the General Fund, Payroll, Direct Debit Vendors, Self-Insurance Fund and Foundation accounts. Truman offers vendors an ACH option for accounts payable payments. Truman uses the General and Foundation accounts for these ACH disbursements. Truman processes accounts payable payments on a regular weekly basis. For 2025, the General Fund processed approximately 2,569 ACH payments; the Foundation account processed 305 ACH payments; the Direct Debit Vendor account processed 110 ACH payments, and the Self-Insurance Fund processed 56 ACH payments. Additionally, Truman receives funds via ACH from the State of Missouri and from various other federal, state and private funding sources.

Truman requires all employees to use direct deposit for both payroll and expense reimbursements. During 2025, Truman processed approximately 13,920 payroll payments for \$29.4 million. Truman processes two regular monthly payrolls: (1) student employee payroll is processed on the 15th day of the month and (2) faculty and staff payroll is processed on the last working day of the month. Proposals must address the following considerations:

1. Is the institution compliant with National Automated Clearing House Association (NACHA) regulations?
2. How will ACH files be securely transmitted to the financial institution?
3. What are the institution's procedures for correcting ACH items?
3. What are the institution's procedures for ACH recall (stop-payment)?
4. Does the institution require pre-notes? What options are available to test new payers or payees?
5. How often will the institution inform Truman of returned ACH disbursements? Will the institution provide information as to why an ACH disbursement was unable to be processed?

E. Online Banking Services

Truman seeks a comprehensive suite of online banking services provided via a secure website. Truman requires daily reporting of balances and transactions on all accounts. Minimum online services should include account status information; stop payment processing; transfer among accounts; transaction details, account statement delivery and payment initiation. Proposals should include a detailed description of all online banking services and capabilities.

1. Will Truman be provided with incoming wire and ACH addendums to assist with identifying depositors?
2. Will Truman be able to view deposit slips and deposited items, for example check images, via the institution's secure website?
3. Will Truman be able to view the front and back of processed disbursements, for example cancelled checks, via the institution's secure website?

F. Collateral

As a depository of public funds, the chosen institution must secure Truman's deposits as required by law. The rights and duties of Truman and the selected financial institution will be governed by the applicable sections of the Revised Statutes

of Missouri (RSMo), including RSMo Chapter 30 – State Treasurer and RSMo Chapter 110 – Depositories for Public Funds. Deposits must be secured by financial instruments of the type prescribed in Section 30.270 RSMo, for the security of funds deposited by the State Treasurer. In addition to the requirements of Section 30.270, 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. Securities should be deposited by the financial institution with a disinterested financial institution or depository trustee. If the deposits are safeguarded by the pledge of collateral securities, such collateral securities must have a market value of at least 110% of the amount of deposit, less the amount insured by the Federal Deposit Insurance Corporation.

1. Proposals will address how the institution will comply with the safekeeping requirements outlined above.
2. Proposals will address whether the institution can provide regular monthly reports to Truman outlining the securities pledged as collateral for Truman’s deposits.

G. Internet Payments

Truman currently accepts credit card and web check payments through its third-party payment processor, TouchNet, a Global Payments Company. Incoming student electronic payments and outgoing student refunds are processed through TouchNet’s secure payment solution. Truman is not seeking a replacement or alternatives to its TouchNet contracted services. Student payments are distributed to Truman’s accounts via an electronic funds transfer from TouchNet, and an institution’s proposal should address how the institution will support this process.

H. Outgoing Wire Transfers

Wire transfers may be foreign or domestic and may be in United States dollars or foreign currency. Truman requires same day wire transfer processing assuming the institution’s deadline for same day processing has been met. Truman retains the right to continue to utilize a third-party vendor(s) for select international wire transfer transactions. Proposals must address the following considerations:

1. Are controls in place to require a secondary wire authorization for security purposes?
2. What deadlines are maintained for outgoing wires?
3. What availability is placed on incoming wires?
4. What procedures are in place for international incoming wires, and what supporting documentation is provided to confirm receipt of incoming and outgoing international wires?
5. Does your institution have an online facility for clients to process outgoing wire transfers in a foreign currency? If so, please describe.
6. Is secure online access available for wire transfer requests, and will all wires be authenticated?

I. Security

Truman requires a robust fraud prevention system including, but not limited to:

1. Protection against forged, altered and counterfeit disbursements. Proposals should contain an automated fraud detection service that matches the account number, applicable check number, payee and dollar amount of each ACH and check disbursement against a list of transactions previously authorized and issued by Truman. Among financial institutions, this feature is service is commonly known as “Positive Pay.” Describe what data points your institution can review and match Truman’s submitted transactions.
2. A firm stop-payment facility for checks issued. How quickly does a stop-payment request become active, and how long does a stop-payment order remain in place?
3. Multi-factor authentication for online account access and transaction processing.

K. Optional Services

While additional services are not required, Truman will consider optional banking services including, but not limited to, automated accounts payable solutions, purchasing card programs, and assistance with processing Internal Revenue Service (IRS) form 1099. These types of optional services must be delineated in the institution’s proposal and associated costs must be outlined separately from normal depository fees.

L. Implementation Process

If applicable, institutions will outline procedures, support and a related timeline to ensure successful implementation.

PART III –PROPOSAL EVALUATION AND AWARD

A. Preparation of Proposals

1. It will be the institution's responsibility to ask questions, request changes or clarification, or otherwise advise Truman if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. All communication from proposing institutions regarding specifications, requirements, competitive procurement process, etc. must be directed to Truman, as indicated on the first page of the RFP. All formal inquiries for significant or material clarification or interpretation or notification to Truman of errors or omissions relating to this RFP document must be submitted in writing and emailed to Truman's Purchasing Buyer referenced in this RFP. Questions and subsequent responses will be issued as an addendum to all prospective institutions on file. No addenda will be issued later than 48 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. Every attempt will be made to ensure that the institution receives an adequate and prompt response. However, to maintain a fair and equitable procurement process, all institutions will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, institutions should become thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Failure to do so will be at the institution's risk. Such an addenda will form a part of the RFP. It will be the institution's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.
3. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
4. Prices offered will remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices will be affirmed for the specified service agreement period.
5. Only Truman's written response(s) pertaining to this RFP, or an addendum, are valid.
6. Truman reserves the right to modify or cancel this RFP. Such action will be noted as an addendum.

B. Submission of Proposal and Award

1. A proposal submitted by an institution must include a signed RFP Proposal Certification executed by the institution's duly authorized representative, contain all information required by the RFP, and be delivered to Truman no later than the exact opening time and date specified in the RFP.
2. A proposal may also be withdrawn or modified by the institution provided requests are made in writing before the RFP opening date and time. Verbal requests to withdraw or modify a proposal will not be honored.
3. Proposal responses must be returned (with all necessary attachments) to Truman on or before 2:00 PM on Thursday, February 26, 2026. Proposals may be emailed, mailed or delivered in person to the addresses outlined on the first page of this RFP.
4. The institution will submit all data required herein for the institution's proposal to be evaluated and considered for award. Failure to submit such data will be deemed a cause for disqualification of a proposal from award consideration. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered.
5. Contents of any proposal, attachment, and explanation submitted in response to this RFP, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope or file if e-mailed and mark it "Proprietary Information." Truman is the final authority as to the extent of material considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. Truman reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when Truman determines that it is in their best interest to do so. Truman also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.
8. After the initial screening process, those institutions whose proposals are selected for further consideration may be requested to provide a presentation to Truman's selection committee to answer questions in advance of the final selection. Institutions selected to make a presentation will be contacted to schedule a presentation. The person who will be responsible for servicing Truman's account will be present at this presentation. Institutions are cautioned not to contact Truman employees concerning this RFP during the evaluation process.
9. Truman reserves the right to consider historic information and fact, whether gained from the institution's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman reserves the right to take such steps as it deems necessary to determine the ability of an institution to perform the

work, and each institution will furnish Truman such information and data for this purpose as it may request. Truman reserves the right to reject any proposal response where an investigation, or consideration of the information submitted by such institution, does not satisfy Truman that the institution is qualified to properly carry out the terms of these specifications. It is the institution's sole responsibility to submit information related to the evaluation categories, and Truman is under no obligation to solicit such information if it is not included with the institution's proposal response. Failure of the institution to submit such information may have an adverse impact on the evaluation of the institution's proposal. Pursuant to Section 610.021 RSMo, proposals will not be available for public review until after a contractual agreement is executed or all proposals are rejected. Truman will notify RFP respondents of the institution who has been selected to perform these services. Any award protest must be received within ten (10) days after the date of notification of award in accordance with the statute.

C. Proposal Opening

1. Proposal openings are public on the opening date and time specified on the RFP document. Only the names of the RFP respondents will be read at the opening. Proposal content will not be disclosed.
2. It is the institution's responsibility to deliver the proposal to Truman by the opening date and time.
3. Proposals not received by Truman by the opening date and time will be late. Regardless of the degree of lateness or the reason, including causes beyond the institution's control, late proposals will not be opened.

D. Evaluation / Award

1. Any clerical error, apparent on its face, may be corrected by Truman before the contractual agreement award. Upon discovering an apparent clerical error, Truman will contact the institution and request written clarification of the intended proposal. The correction will be made in the notice of award. Examples of apparent clerical errors are a misplacement of a decimal point and/or an obvious mistake in the designation of a unit.
2. An award will be extended to the institution whose proposal complies with the requirements of the RFP as outlined in Part II, and is the best and the lowest proposal considering:
 - a. Describe how the institution's products and services meet the requirements of this RFP (submit as Exhibit A: Description of Products and Services).
 - i. Provide a general overview of your institution, including parent and/or subsidiary companies.
 - ii. Provide your institution's main headquarters and branch locations.
 - iii. Provide the name, title, address, phone number and email address of the institution's primary contact.
 - b. Qualifications and demonstrated ability to meet the requirements of this RFP (submit the following items as Exhibit B: Qualifications). Address or substantiate the following items:
 - i. The institution has been engaged for at least the past five years providing the services required in this RFP.
 - ii. The institution's expertise in providing similar services to public education, governmental entities and/or non-profit agencies. Provide no less than five customer references with contact person, position, phone number and e-mail for clients similar in size and/or mission to Truman.
 - iii. The institution is nationally or state chartered and is eligible to function as a depository for public funds in the State of Missouri.
 - iv. The institution is willing and able to fully comply with the Revised Statutes of Missouri (RSMo), including RSMo Chapter 30 – State Treasurer and RSMo Chapter 110 – Depositories for Public Funds.
 - v. The institution is a member of the Federal Deposit Insurance Corporation (FDIC).
 - vi. The institution's financial strength demonstrated by audited financial statements, rating information from recognized rating agencies or similar information.
 - c. Pricing for all aspects of the requirements specified in this RFP (submit as Exhibit C: Pricing). The institution must prepare an explanation defining all services and their related costs. If an institution proposes a compensating balance fee method, then the institution must specify its basis for calculating the earnings credit applied to any service charges. Any pricing information submitted by an institution, but not reflected in the pricing proposal, will be subject to evaluation if deemed to be in Truman's best interest. Proposals must detail all costs including, but not limited to:
 - i. Service charges
 - ii. Stop payments
 - iii. Wires transfers (incoming or outgoing for both international and domestic transactions)
 - iv. Change and currency orders
 - v. Bank drafts, money orders and cashier's checks
 - vi. Fund transfers between accounts

- vii. Check stock and deposit slips
 - viii. Pledged security monthly reporting
 - ix. Overdraft fees
 - x. Cost to Truman's students to negotiate a Truman-issued check if the student is not an account holder with your institution
- d. All other evaluation criteria specified in the RFP and any subsequent negotiations.
3. In the event all RFP respondents fail to meet the same mandatory requirement in an RFP, Truman reserves the right, at its sole discretion, to waive that requirement for all proposals and to proceed with the evaluation.
 4. Truman reserves the right to waive any minor irregularity or technicality found in any individual proposal.
 5. Negotiations may be conducted with those institutions who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there will be no disclosure of any information submitted by competing institutions.
 6. Any award of a contractual agreement will be made by written notification from Truman to the institution.
 7. Truman reserves the right to request written clarification of any portion of an institution's response to verify intent. However, institutions are cautioned their response may be accepted without further clarification.
 8. Missouri Preference: Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman must follow State of Missouri laws and regulations regarding the procurement of services. Section 34.073 RSMo states that Missouri state government agencies shall give preference to institutions, corporations, or individuals doing business as Missouri institutions, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri contractors or products versus the economic impact of services or products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. Institutions must provide the following information as it relates to this RFP:
 - a. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. A description of the institution's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
 - d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the institution must disclose such fact and provide details with their proposal.
 9. Supplier Diversity: The State of Missouri is committed to fostering supplier diversity in state contracting. If a respondent is a certified:
 - a. Minority Owned Business Enterprise (MBE) under § 37.020(3) RSMo,
 - b. Women Owned Business Enterprise (WBE) under § 37.020(6) RSMo,
 - c. Service-Disabled Veteran Owned Business Enterprise (SDVBE) under § 34.074 RSMo, or
 - d. Veteran Owned Business Enterprise (VBE),

Your institution may outline its qualification in the proposal response. Respondents are encouraged to engage certified MBEs, WBEs, SDVBEs and VBEs in the performance of services for Truman, and proposals may include a diversity participation plan (maximum 2 pages) detailing: (1) proposed certified M/WBE/SDVBE/VBE institutions, their roles, and estimated contract value percentage; (2) evidence of outreach to certified institutions; and (3) strategies for meaningful involvement. However, the absence of such documentation will not disqualify a bid. Truman may monitor an institution's compliance in meeting diversity participation levels committed to in the awarded proposal. Truman serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services will comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to non-discrimination in employment (e.g. Title VII and ADEA), employment of persons with disabilities (ADA, 29 U.S.C. § 706 and Executive Order 11758) and certain veterans (38 U.S.C. § 4212), and contracting with small disadvantaged business concerns (Pub. L. No. 95-507, codified at 15 U.S.C. §§ 631 *et seq.*). Contract clauses required by the government in such circumstances are incorporated herein by reference.

PART IV – CONTRACTUAL AGREEMENT

A. General Terms and Conditions

1. By submitting a proposal, the institution agrees to furnish all products and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
2. The contractual agreement between Truman and the institution will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the institution in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP will govern. However, Truman reserves the right to clarify any relationship in writing with the concurrence of the institution, and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the institution's proposal response. In all other matters not affected by the written clarification, any, the RFP will govern. The institution is cautioned that its proposal will be subject to Truman's acceptance without clarification.
3. A notice of award does not constitute an authorization for delivery of products or a directive to proceed with services. Before providing products and/or services, the institution must receive a properly authorized contractual agreement and/or purchase order from Truman.
4. The initial term of the contractual agreement will be for a two-year period beginning July 1, 2026 and ending June 30, 2028. With the mutual agreement of the chosen institution and Truman, a two-year extension will be available from July 1, 2028 and ending June 30, 2030. Notice of intent for the extension period will be awarded to the chosen institution in writing by Truman ninety (90) calendar days before the expiration date of the initial contractual agreement. In the event Truman exercises such rights, all terms, conditions and provisions of the original contractual agreement will remain the same and apply during the extension period except for any mutually agreed upon pricing adjustments. Renewals will be issued by the selected institution in the form of an engagement letter unless written notification is received from Truman stating its intent to not renew the agreement.
5. The contractual agreement expresses the complete agreement of the parties and performance will be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal addendum signed and approved by and between the duly authorized representatives of the institution and Truman or by a contractual agreement change order prior to the effective date of such modification. The institution understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, will be used or construed as an addendum/change order to the contractual agreement.
6. The institution will not sell, convey, transfer, mortgage or assign any interest in the contractual agreement, either in whole or in part, nor any of its rights, title, interest or privilege without Truman's prior written consent.
7. Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement 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.
8. The parties to this agreement stipulate that Truman State University, its employees, students, departments, agencies, boards, commissions and foundation will be indemnified and held harmless by the institution for the vicarious liability of Truman as a result of entering into this agreement. However, each party to this agreement is responsible for their own negligence.
9. The institution represents itself to be an independent contractor offering such services to the general public and will not represent itself or its employees as an employee of Truman. The institution will assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify Truman against all loss; cost (including attorney fees); and damage of any kind related to such matters.

B. Applicable Laws and Regulations

1. The contractual agreement will be construed according to the laws of the State of Missouri. The institution will comply with all local, state, and federal laws and regulations related to the performance of the agreement.
2. To the extent that a provision of the contractual agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions will be void and unenforceable. The balance of the contractual agreement will remain in force unless terminated by consent of both the institution and Truman.
3. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this procurement process must be handled as confidential and may not be shared with other institutions who may want to do business with Truman without Truman's prior written approval. Any future business with Truman will be obtained through a proposal process.

4. The institution must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
5. The institution must file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax on a timely basis.
6. In connection with the furnishing of products and/or services under the contractual agreement, the institution will comply with all applicable requirements of the Americans with Disabilities Act (ADA).
7. Anti-Discrimination Against Israel Act Requirements: If the institution meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the institution will not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

C. Conflict of Interest

1. Truman's officials and employees, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
2. Institutions agree they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance of the services hereunder. Institutions further agree that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.
3. Institutions will not provide any pre-requisites, favors, or gifts to Truman employees intended to curry favor with specific persons or which incur expenses to be borne by Truman. Institutions will not attempt to gain appreciation from any group of employees other than providing the highest quality services possible.

D. Remedies and Rights

1. No provision in the contractual agreement will be construed as a waiver by Truman of any right and/or remedy available by law in the event of any claim by Truman of the institution's breach of the contractual agreement.
2. The institution agrees and understands that the contractual agreement will constitute an assignment by the institution to Truman of all rights, title and interest in and to all causes of action that the institution may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular products and/or services purchased or procured by the institution in the fulfillment of the contractual agreement with Truman.

E. Cancellation

1. In the event of material breach of contractual obligations by the institution, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the institution an opportunity to cure the breach or to explain how the breach will be cured. The cure must be completed within ten (10) working days from notification.
2. If the institution fails to cure the breach, or if circumstances demand immediate action, Truman will issue a notice of cancellation terminating the contractual agreement immediately.
3. If Truman cancels the contractual agreement for breach, Truman reserves the right to obtain the products and/or services to be provided pursuant to the contractual agreement from other sources and upon such terms and in such manner as Truman deems appropriate and charges the institution for any costs incurred.
4. The institution agrees that funds required to fulfill the contractual agreement must be appropriated by the Missouri General Assembly for each fiscal year included in the contractual agreement term. The contractual agreement will not be binding on Truman for any period in which funds have not been appropriated, and Truman will not be liable for any costs associated with termination caused by lack of appropriations.
5. Upon filing for bankruptcy or insolvency proceeding by or against the institution, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the institution must notify Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the institution responsible for damages.

F. Payment for Goods and Services

1. Upon receiving a request for payment, Truman will inspect the quality of services rendered. Truman will provide written acceptance or list of requirements to make the quality of services acceptable prior to payment.
2. Subcontractor payments will be the responsibility of the institution, not Truman.
3. Truman does not pay state or federal taxes unless otherwise required under law or regulation.
4. Payment for all products and/or services required herein will be made in arrears. Truman will not make any advance deposits unless specifically addressed in a contractual agreement.

5. Truman assumes no obligation for products and/or services provided in excess of the quantity ordered. Any unauthorized quantity is subject to Truman's rejection and will be returned at the institution's expense.
6. Request for payment for Truman purchased products and/or services will be subject to late charges provided in Section 34.055 RSMo.

G. Communication, Notices and Documentation

1. Any written notice to the institution will be deemed sufficient when deposited in the United States mail postage prepaid, emailed by an authorized Truman representative, or hand-carried and presented to an authorized employee of the institution at the institution's address listed in the contractual agreement.
2. Materials developed or acquired by the institution as a requirement specified in the contractual agreement will become Truman property. Materials that may reveal names or identification numbers of individuals or corporate entities, if not returned to Truman, must be destroyed to keep such information confidential. No materials prepared, as required by the contractual agreement, will be released to the public without Truman's written consent.
3. All books, accounts, reports, and other reports relating to this agreement will be subject to inspection and audit by the Truman State University Board of Governors or an external auditor chosen by Truman for five (5) years after completion of this agreement. The institution will deliver such records to Truman upon request.

PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

The institution certifies it is authorized to obligate the represented service provider and further agrees with all terms, conditions, and requirements of Truman’s request for proposal (RFP). The institution further certifies the responses and resulting proposal to Truman’s RFP are true and accurate.

In submitting a response to Truman’s RFP, the institution understands that Truman retains the right to reject all proposals and to waive irregularities and informalities therein, and to award the contractual agreement in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of 30 days after the date and time set for the receipt of proposals. The institution hereby affirms:

- (1) That I am the institution (if the institution is an individual), a partner in the institution (if the institution is a partnership), or an officer or employee of the institution having authority to sign on its behalf (if the institution is a corporation);
- (2) That the proposal has been arrived at by the institution independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other institution of materials, supplies, equipment or services described in the RFP designed to limit independent competition.
- (3) That the contents of the proposal has not been communicated by the institution or its employees or agents to any person not an employee or agent of the institution or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the institution has fully informed itself regarding the accuracy of the statements made in their/its response.
- (5) The institution is registered with and maintains good standing with the Secretary of State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that the institution (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify Truman of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project SP26-04 Banking Services, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

Authorized Signature

Date

Print Name

Title

Institution

Federal Tax ID No.

Address

Telephone Number

Email

Website

PART VI: INSTITUTION PREPARED EXHIBITS

Exhibit A: Description of Products and Services

Exhibit B: Qualifications

Exhibit C: Pricing