



CLINT ZWEIFEL

MISSOURI STATE TREASURER

REQUEST FOR PROPOSALS

ELECTRONIC BANKING SERVICES

REQUIRED BY

OFFICE OF THE TREASURER

STATE OF MISSOURI

Submit Proposals to:
Clint Zweifel, State Treasurer
Truman Building, Suite 780
301 West High Street
Post Office Box 210
Jefferson City, MO 65102
(573) 751-2411

CONTENTS

	Page
I. INTRODUCTION	
A. Purpose of RFP	4
B. Bidders Conference	4
C. Submission Instructions	4
D. Award and Implementation	5
E. Bid Evaluation and Selection Criteria	5
F. Anticipated Timetable	5
II. SCOPE OF SERVICES	
A. Overview	6
B. Mandatory Requirements	18
C. Specific Questions for Bidders	34
III. GENERAL INFORMATION AND CONTRACT PROVISIONS	
A. Contractual Agreement and Amendment	49
B. Contract Period, Default, Cancellation or Termination	50
C. Liability and Responsibility	51
D. Records, Access and Confidentiality	52
E. Compliance with Applicable Laws	53
F. Assumption of Liability, Insurance and Indemnification	55
G. Proposal Acceptance or Rejection	56
H. Proposal Preparation Costs	56
I. Installation and Conversion Costs	56
J. Replacement Equipment and Training	56
K. Substitution of Personnel	57
L. Review of Services	57
M. Assignment	57
N. Jurisdiction	58
O. Conflict of Interest	58
P. Estimated Volumes	58
Q. Collateral	58

IV. COMPENSATION	
A. Method of Compensation	59
B. Price Adjustments	59
C. Change in Method of Compensation	60
V. PROPOSAL CONTENTS AND SELECTION	
A. General Considerations	61
B. Format and Submission of Proposal	63
C. Clarification of Requirements	64
D. Evaluation Process	65
E. Pricing	66
F. Proposed Method of Performance	67
G. Community Investment	67
VI. GLOSSARY OF TERMS	68
VII. APPENDICES	
A. List of Demand Deposit Accounts Required	
B. Crosswalk from STO Assigned Account Numbers	
C. Significant Activity Indicators	
D. Flowchart for Funding Flows and Account Relationships	
E. Sample Receipt Report for STO Routing Number	
F. File Transmission Information	
G. Sample Depository Contract, Pledge Agreement, and Contract for Banking Services	
H. Sample Return Item Notification	
I. Pricing Tables	
J. File Total Information	
K. Acceptable Collateral	
L. Community Investment Questionnaire	
M. Sample Collection Entry Report	
N. Sample Transaction Totals Correspondence	
O. Business Entity Certification, Enrollment documentation, and Affidavit of Work Authorization	

I. INTRODUCTION

A. PURPOSE OF RFP

The Missouri State Treasurer's Office (STO) is accepting written proposals from financial institutions to serve as its electronic transactions processor for the State of Missouri (State). The STO maintains and oversees a number of demand accounts through which electronic (ACH and wire transfer) debits and credits are cleared. The purpose of this Request for Proposal (RFP) is to select one financial institution to provide electronic banking services for a four- (4) year period commencing October 1, 2012, and ending September 30, 2016. This RFP includes the processing of ACH transactions received under the State Treasurer's Office's unique routing number.

B. BIDDERS CONFERENCE

The STO will hold a mandatory bidder's conference at 10:00 a.m., April 11, 2012, in Room 750 of the Truman State Office Building, 301 West High Street, Jefferson City, Missouri. Each bidder must have a representative in attendance at the bidder's conference. **No proposals will be accepted from a bidder who does not attend this conference.**

C. SUBMISSION INSTRUCTIONS

Proposals must be completed, signed and returned (in the volumes required and with all necessary attachments) to the STO (Truman State Office Building, Suite 780, Jefferson City, Missouri) **by 11:00 a.m. Central Standard Time, April 30, 2012.** The response must include five (5) copies in addition to the original document. *Responses must be in paper form and delivered directly to the STO by the deadline date.* (Neither faxed copies nor electronic submissions of proposals will be accepted.) In addition, included with the original copy of the response, bidders shall provide an electronic copy of the entire proposal as required in section V.B., Format and Submission of Proposal, on CD-ROM or flash drive. (If any discrepancies occur between the paper copy and the electronic copy, the paper copy will prevail.)

Each proposal must include the following:

- ◆ Cover or transmittal letter including the signature of the bank officer responsible for the proposal (must be an officer with authority to bind the bidder to the described services)
- ◆ Eligibility Certification (see section V.A.6)
- ◆ Clear, unambiguous, documented acceptance of the mandatory requirements or an alternative solution to provide the requirements (see section II.B.)

- ◆ Answers to the specific questions posed to the bidders by the STO (see section II.C.)
- ◆ Proposed Method of Performance (see section V.F.)
- ◆ Disaster Recovery (see Section II.C.15.).
- ◆ Community Investment (see section V.G. and **Appendix L**)
- ◆ Desired Contracts and Agreements (see item II.C.18.c)
- ◆ Completed applicable portions of the Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (see section III.E.6 and **Appendix O**)
- ◆ Completed Pricing Tables (see **Appendix I**).

Note: Incomplete submissions will not be accepted.

D. AWARD AND IMPLEMENTATION

The STO expects to award this contract within sixty (60) days of the proposal due date. Proposals must include an implementation schedule. (See Section II. C, Item 18) The Contractor must be prepared to assume responsibility for state electronic banking services and processing of the State Treasurer's Office's transit routing number effective October 1, 2012. The STO will work with the Contractor as necessary to complete implementation in a timely manner.

E. BID EVALUATION AND SELECTION CRITERIA

The award of a contract resulting from this RFP shall be based in accordance with the evaluation criteria stated below:

Price	50%
Proposed Method of Performance	20%
Experience, Quality and Reliability	25%
Community Investment	5%

The STO reserves the right to reject any and all proposals submitted by bidders. Award of this contract will be given to the bidder whose overall capabilities will best serve the needs as described in accordance with this RFP.

F. ANTICIPATED TIMETABLE

Release RFP	April 2, 2012
Bidders Conference	April 11, 2012
Proposals Due	April 30, 2012
Presentations by Selected Bidders	May 21-25, 2012
Evaluation Committee Recommendation	May 31, 2012
Contractor Selection	June 30, 2012

II. SCOPE OF SERVICES

A. OVERVIEW

The State Treasurer's Office (STO) maintains and oversees a number of demand deposit accounts through which various types of electronic banking activities are cleared. The programs/services within the scope of this RFP include: electronic receipts via ACH and wire transfer from various entities such as the federal government, state agencies, vendors and taxpayers; ACH disbursements for vendor payments, state payroll, state aid payments and tax refunds; ACH debit programs for enrollees and filings; and cash concentration programs operated by the STO and Missouri Lottery. These services are described in greater detail below.

In 2000, the STO implemented the use of its own routing number for the receipt of ACH transactions (both incoming credits and debits). The STO currently uses this routing number only for ACH receipts. It is currently not used for the initiation of ACH disbursements, ACH debits, wire transfers, or disbursements by check.

The STO has assigned its own unique account numbers for use with the STO routing number to enable the STO to better identify receipts for reconciliation purposes and to simplify future electronic banking service transitions.

A list of demand deposit accounts required is provided as **Appendix A**. Also provided is a table showing the required file formats and reporting requirements for these accounts. A sample "crosswalk" which demonstrates the mapping of the STO assigned account numbers to the Contractor's demand deposit accounts is provided as **Appendix B**. Activity indicators for the accounts and the STO routing number are provided in **Appendix C**.

On-line access to account balances and transaction information via the Internet is required for all Contractor established demand deposit accounts. (This does not include STO assigned account numbers. Those will be reported to state agency users via a STO in-house system.) The STO also requires the ability to perform web initiated on-line transfers between accounts and the ability to initiate outgoing credit and debit ACH entries via the Contractor's on-line system.

As noted in Section IV.A., Method of Compensation, **all** end of day account balances shall not be assessed charges for reserve requirements or FDIC insurance premiums. End of day balances in the accounts shall be included in determining the compensating balance.

The STO does not prefund any ACH transactions. Currently, the STO initiates an ACH credit from the State's custodial bank to the electronic banking services Contractor each day to fund the anticipated net outgoing ACH credits for that day. Settlement of funding transactions will be timed to coincide with outgoing credits. Please see the flowchart in **Appendix D** showing funds flow for the STO.

ACH files created by the state, as well as files produced by the Contractor for delivery to the state are transmitted via secure FTP (see **Appendix F** for an explanation).

The following are descriptions of the accounts currently used by the State:

1. STO MASTER ACCOUNT

This account is used to consolidate ACH activity from specified accounts at the Contractor, as well as the daily ACH settlement from the State's custodial bank to cover outgoing ACH disbursements. (The STO does not pre-fund ACH disbursements.) Outgoing wire transfers to the custodial services Contractor and the check disbursement Contractor will be initiated by STO staff daily. This account is also used for the receipt of wire transfers for state agencies and for outgoing wires for some large dollar payments.

Designated STO and agency personnel have on-line Internet access to the account and its activity. Notification of all wire transfers received and initiated are faxed and emailed to the STO Banking Division.

The STO manually initiates ACH entries from the account using the Contractor's on-line ACH origination system. Entries are originated in CCD format with a confirmation report produced via the software. In addition, the STO initiates outgoing wire transfers from this account using the Contractor's web-based wire system and the required security devices.

The STO requires the ability to initiate on-line transfers between this account and various other accounts as indicated in the following account descriptions. This account is the master account for specified zero-balance accounts into which automatic sweeps are deposited. A debit block is required on this account.

ELECTRONIC RECEIPT ACCOUNTS:

2. STO ELECTRONIC RECEIPTS ACCOUNT

This account serves as the main electronic receipt account for the state. As indicated on the crosswalk in **Appendix B**, forty-three (43) STO-assigned accounts ultimately post to this account shared by all state agencies.

Designated STO and state agency personnel have on-line Internet access to this account and its activity.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit filter is required on this account.

3. DIFP PROFESSIONAL REGISTRATION RECEIPTS ACCOUNT

This account is used for the electronic deposit of credit card receipts settled by the Department of Insurance, Financial Institutions, and Professional Registration (DIFP), Division of Professional Registration's (PR) contracted third party processor. These credit card receipts represent license charges and other fees charged by PR. The Contractor provides a NACHA formatted file to PR of all transactions received via secure FTP.

Designated STO and state agency personnel have on-line Internet access to this account and its activity.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit filter is required on this account.

4. DOR CORPORATE ESTIMATED TAX ACCOUNT

This account is used for the receipt of corporate estimated tax payments. The Contractor provides a NACHA formatted file to the Department of Revenue (DOR) of all transactions received, including the related addenda records via secure FTP. Entries are received in a CCD+ format using the TXP convention.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). Debits to this account require STO approval.

5. DOR CREDIT CARD RECEIPTS ACCOUNT

This account is used for the receipt of credit card settlements from DOR's contracted third party processor for the payment of taxes and fees owed to DOR. The Contractor provides a NACHA formatted file to the DOR of all transactions received, including the related addenda records via secure FTP.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit filter is required on this account.

6. DOR EMPLOYER WITHHOLDING TAX ACCOUNT

This account is used for the receipt of employer withholding tax payments. The Contractor provides a NACHA formatted file to the DOR of all transactions received, including the related addenda records via secure FTP. Entries are received in a CCD+ format using the TXP convention.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Notification of all wire transfers received is faxed and emailed to the STO Banking Division.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). Debits to this account require STO approval.

7. DOR MISCELLANEOUS TAX ELECTRONIC RECEIPTS ACCOUNT

This account is used for the receipt of payments to DOR's Miscellaneous Tax Section via ACH and wire transfer.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Notification of all wire transfers received is faxed and e-mailed to the STO Banking Division.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). Debits to this account require STO approval.

8. DSS KIDS PROGRAM RECEIPTS FOR ALTERNATIVE CARE CHILDREN ACCOUNT

This account is used for the receipt of Social Security benefits for children in the care of the Department of Social Services (DSS). The Contractor provides an ACH file to the DSS of all transactions received including the related addenda records via secure FTP. Entries are received in a PPD+ format and require a special translation of the receiving account number to associate it to the Contractor's account. The ACH entries will utilize the full 17 characters; however, only the last 7 characters constitute the STO account number shown in the sample crosswalk in **Appendix B**. The preceding 10 characters represent the case number associated with the payment, and must be included on the file received by DSS.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit filter is required on this account.

9. DSS SSA DEDICATED ACCOUNT

This account is used for the receipt of Social Security benefits for children in the care of the Department of Social Services (DSS). The Contractor provides an ACH file to the DSS of all transactions received including the related addenda records via secure FTP. Entries are received in a PPD+ format and require a special translation of the receiving account number to associate it to the Contractor's account. The ACH entries will utilize the full 17 characters, however, only the last 7 characters constitute the STO account number shown in the sample crosswalk in **Appendix B**. The preceding 10 characters represent the case number associated with the payment, and must be included on the file received by DSS.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit filter is required on this account.

10. DEPARTMENT OF INSURANCE LICENSING ACCOUNT

This account is used for the receipt of insurance company filings through a system maintained by the National Insurance Producer Registry (NIPR). The Contractor provides an ACH file to the Department of Insurance, Financial Institutions, and Professional Registration (DIFP) of all transactions received including the related addenda records via secure FTP. Entries are received in CTX format and contain 820 transaction sets in the addenda.

Designated STO and state agency personnel have on-line internet access to the account and its activity.

This is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit filter is required on this account.

ELECTRONIC DISBURSEMENT ACCOUNTS:

11. STO ELECTRONIC DISBURSEMENT ACCOUNT

This account is the main electronic disbursement account for state payroll, vendor payments, and individual income tax refunds. These transactions are initiated either by the Office of Administration (for state payroll and vendor payments), or the Department of Revenue (for individual income tax refunds).

The Office of Administration (OA) creates vendor payment files daily, with the exception of the last two (2) working days of each month. Vendor payment files settle the

following state business day after delivery to the Contractor. Vendor payment files are produced in CTX format with addenda records using ANSI X12 version 4010 of the 820 transaction set (payment order/remittance advice). Vendor payment files contain prenote transactions.

The Office of Administration (OA) creates state payroll files twice monthly with settlement to occur on the 15th (or the immediately preceding or following business day if the 15th falls on a weekend or holiday) and the last working day of the month. Payroll files settle two (2) business days after delivery to the Contractor. State payroll files are in PPD format. Payroll files contain prenote transactions.

The Department of Revenue (DOR) creates individual income tax files daily during tax season and as needed throughout the rest of the year. Refund files settle the following state business day after delivery to the Contractor. DOR uses the PPD format for the refund files. Individual income tax refunds are not prenoted.

ACH files are sent via secure FTP to the Contractor, with collection entry reports and files of ACH return items (including notifications of change (NOCs)) delivered back to the agency and the STO via secure FTP. File confirmations are posted by the STO to an on-line PEP + Exchange interface provided by the Contractor.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed daily to the STO Banking Division and are available as on-line reports (in addition to the ACH files noted above).

The STO manually initiates ACH credits from the account using the Contractor's on-line ACH origination system to resend returned ACH items or to manually initiate an ACH transaction. Entries are originated in the appropriate ACH format with a confirmation report produced via the system. ACH deletes and reversals are sent via state secure e-mail to the Contractor for execution.

The STO requires the ability to initiate on-line transfers between this account and various other accounts as indicated in the following account descriptions. This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit block is required on this account.

12. DSS ELECTRONIC DISBURSEMENT ACCOUNT

This account is the main electronic disbursement account for Department of Social Services (DSS) benefit and program payments. These files settle two (2) to five (5) business days after delivery to the Contractor. The DSS creates files daily using both the PPD and CCD formats as appropriate for their payments. DSS files contain prenote transactions.

ACH files are sent via secure FTP to the Contractor, with collection entry reports and

files of ACH return items delivered back to the agency and the STO via secure FTP. File confirmations are posted by the STO to an on-line PEP + Exchange interface provided by the Contractor.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed and reported daily to the STO Banking Division (in addition to the ACH files noted above).

Account funding occurs through the deposit of vendor payment transactions originated out of account #11 above. The STO may manually initiate ACH credits via the Contractor's on-line ACH origination system to resend returned ACH items. Entries are originated in the appropriate ACH format with a confirmation report produced via the system. ACH deletes and reversals are sent via state secure e-mail to the Contractor for execution.

The STO requires the ability to initiate on-line transfers between this account and the STO Master Account (account # 1). Any balances will remain in this account until transferred by the STO. A debit block is required on this account.

13. TRUST FUNDS ELECTRONIC PAYMENT ACCOUNT

This account is the electronic disbursement account used to make vendor payments associated with state revenue bond issues held in trust by the State Treasurer. These transactions are initiated by the Office of Administration. (This account is currently dormant.)

The Office of Administration (OA) creates trust vendor payment files periodically. Should the account become more active, the payment files would be produced once weekly with settlement occurring following state business day after delivery to the Contractor. Trust vendor payment files are produced in CTX format with addenda records using ANSI X12 version 4010 of the 820 transaction set (payment order/remittance advice). Trust vendor files contain prenote transactions.

ACH files are sent via secure FTP to the Contractor, with collection entry reports and files of ACH return items (including NOCs) delivered back to the agency and the STO via secure FTP. File confirmations are posted by the STO to an on-line PEP + Exchange interface provided by the Contractor.

Designated STO and agency personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed and reported daily to the STO Banking Division (in addition to the ACH files noted above).

The STO requires the ability to initiate on-line transfers between this account and the STO Master Account (account # 1). Any balances will remain in this account until transferred by the STO. A debit block is required on this account.

CONCENTRATION ACCOUNTS:

14. STO CONCENTRATION ACCOUNT

As part of the management of the State's investment portfolio, the State places time deposits having terms of three (3) months to five (5) years with financial institutions in Missouri. Currently, approximately \$580 million in time deposits are placed with these institutions. This account is used by the STO to settle ACH files for these time deposits and maturities, as well as for manual ACH transfers and wire transfers in and out related to time deposits. This account is also used to settle cash concentration activities related to STO collection accounts.

Time deposit settlement files are created by the STO and sent to the Contractor each Wednesday for deposits being placed as well as for deposits maturing each Friday. (Timeframes are adjusted as needed when holidays fall on Wednesday or Friday, but files will generally result in two (2) day settlement.) Files are produced in CCD format. Each file contains a separate batch of credits and a separate batch of debits. This file will contain prenote transactions.

Time deposit ACH files are sent via secure FTP to the Contractor, with collection entry reports and files of ACH return items delivered back to the STO via secure FTP. File confirmations are posted by the STO to an on-line Pep + Exchange interface provided by the Contractor.

Manual time deposit ACH transactions are initiated via the Contractor's on-line ACH origination system. Entries are originated in the appropriate ACH format with a confirmation report produced via the system. Manual time deposit outgoing wires are initiated using the Contractor's Web based wire system and the required security devices.

For cash concentration activities, the STO manually creates the cash concentration draws from the STO's approximately one hundred and fifty-five (155) collection accounts via the Contractor's on-line ACH origination system. Entries are originated in CCD format with a confirmation report produced via the system.

Designated STO personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed and reported daily to the STO Banking Division (in addition to the ACH file noted above). The Contractor provides the STO with wire transfer initiation ability via a Web-based system and the required security devices. Notification of all wire transfers received and initiated are faxed and emailed to the STO Banking Division.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account #1). A debit block is required on this account.

15. DSS DEBIT PROGRAMS SETTLEMENT ACCOUNT

This account is used for the settlement of ACH debit transactions initiated by the Department of Social Services (DSS) to a client's account. The debit transactions collect insurance premiums and other payments due to the state as authorized by the client.

The DSS creates debit files daily using the PPD format. These files settle three (3) business days after delivery to the Contractor. These files contain prenote transactions.

ACH files are sent via secure FTP to the Contractor, with collection entry reports and files of ACH return items (including NOCs) delivered back to the agency and the STO via secure FTP. File confirmations are posted by the STO to an on-line PEP + Exchange interface provided by the Contractor.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed and reported daily to the STO Banking Division (in addition to the ACH files noted above).

ACH deletes and reversals are sent via state secure e-mail to the Contractor for execution.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit block is required on this account.

16. LOTTERY CONCENTRATION ACCOUNT

This account is used for settlement of ACH debit transactions initiated by the Missouri Lottery to the accounts of Lottery ticket retailers based on the ticket sales for the prior week.

The Lottery creates ACH files weekly and delivers them each Monday (Tuesday, if Monday is a holiday) to the Contractor for settlement on Wednesday. In addition, each Monday, a file of prenote transactions for newly licensed retailers is delivered. Files are created using the PPD format.

ACH files are sent via secure FTP to the Contractor, with collection entry reports and files of ACH return items delivered back to the agency (through the state data center) via secure FTP. File confirmations are posted by the Lottery to an on-line PEP + Exchange interface provided by the Contractor.

The Contractor automatically re-presents any ACH items returned due to insufficient or uncollected funds one time. Return and redistribution reports are provided to the Lottery via fax and on-line report to document this process.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed and reported daily to the Lottery.

The Lottery manually creates ACH debits via the Contractor's on-line ACH origination system to resend ACH return items, and the occasional credit to refund a credit balance. Entries are originated in the appropriate ACH format with a confirmation report produced via the software. ACH deletes and reversals are faxed to the Contractor for execution.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit block is required on this account.

17 MODOT STAR PAYMENT PROGRAM ACCOUNT

This account is used for settlement of ACH debit transactions initiated by the Missouri Department of Transportation (MoDOT) relating to the STAR Program (a low-interest revolving loan program for non-highway related transportation projects) to the accounts of entities engaged in loan agreements with MoDOT for repayment of principal and interest.

MoDOT manually creates files for scheduled payments via the Contractor's on-line ACH initiation system. These payments are not prenoted. In addition, this account receives occasional incoming wire transfers.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed and reported daily to MoDOT. Notification of all wire transfers received are faxed and emailed to the STO Banking Division.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit block is required on this account.

18. SOS ACH PAYMENT PROGRAMS ACCOUNT

This account is used for settlement of ACH debit transactions initiated by the Secretary of State's Office (SOS) for corporate filings. The SOS creates files daily using the CCD format. Files settle the following state business day after delivery to the Contractor. These files contain prenote transactions.

ACH files are sent via secure FTP to the Contractor, with collection entry reports and files of ACH return items delivered back to the agency via secure FTP. File confirmations are posted by the STO to an on-line PEP + Exchange interface provided by the Contractor.

Designated STO and state agency personnel have on-line Internet access to the account and its activity. Return items (including NOCs) are faxed and reported daily to the STO Banking Division.

ACH deletes and reversals are sent via state secure e-mail to the Contractor for execution.

This account is a zero-balance account that sweeps automatically to the STO Master Account discussed previously (account # 1). A debit block is required on this account.

OTHER ELECTRONIC ACCOUNTS:

19. STO TRUSTEE, FEDERAL PAYROLL TAX ACCOUNT

This account is used for the electronic deposit (via ACH credit) of federal payroll taxes and to receive ACH debits from the federal government for remittance of those taxes.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

The State funds this account twice monthly with credits from the State vendor payment file initiated out of the STO Electronic Disbursement Account (account #11).

The STO requires the ability to initiate on-line transfers between this account and the STO Master Account (account #1).

Any balances will remain in this account until transferred by the STO. A debit filter is required on this account.

20. STO TRUSTEE, OASI ACCOUNT

The State Treasurer Trustee, Old Age and Survivors Insurance Contributions (OASI) Account is held in trust by the State Treasurer. This account is a clearing account for state payroll OASI withholdings.

The State funds this account with credits from the State vendor payment file initiated out of the STO Electronic Disbursement Account (account #11) and from deposits or transfers from other payroll related accounts maintained outside the state treasury.

Personnel representing the Office of Administration, Division of Accounting manually initiate ACH credits from the account using the Contractor's on-line ACH origination system. Entries are originated in the appropriate ACH format with a confirmation report produced via the software. Office of Administration, Division of Accounting personnel

requires the ability to initiate on-line transfers between this account and the STO Trustee, Federal Payroll Tax Account and other payroll non state accounts.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

Any balances will remain in this account until transferred by the STO or OA, Division of Accounting. A debit block is required on this account.

21. STO FEDERAL DEBIT PROGRAMS ACCOUNT

This account is used for the electronic deposit (via ACH credit from account #11 above) of federal taxes and to receive ACH debits from the federal government for remittance of those taxes.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

The State funds this account with credits from the State vendor payment file initiated out of the STO Electronic Disbursement Account (account #11).

Any balances will remain in this account until transferred by the STO. A debit filter is required on this account.

22. DHSS WIC ACCOUNT

This account is used for the electronic deposit of WIC benefits delivered to program participants via a Department of Health and Senior Services (DHSS) contractor. The DHSS WIC contractor will present an ACH debit to the account daily for WIC benefit payments presented the prior business day to replenish a clearing account the WIC contractor operates.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

The State funds this account with credits from the State vendor payment file initiated out of the STO Electronic Disbursement Account (account #11). The STO may manually initiate ACH credits to the account via the Contractor's on-line ACH origination system. Entries are originated in CCD format with a confirmation report produced via the software.

The STO requires the ability to initiate on-line transfers between this account and the STO Master Account (account #1).

Any balances will remain in this account until transferred by the STO. A debit filter is required on this account.

23. DSS ELECTRONIC BENEFITS ACCOUNT

This account is used for the electronic deposit of benefits delivered to program participants via a Department of Social Services (DSS) Contractor for Electronic Benefits Payments (EBT). The DSS EBT Contractor will present an ACH debit to the account daily for EBT benefit payments used the prior business day.

Designated STO and state agency personnel have on-line Internet access to the account and its activity.

The State funds this account with credits from the State vendor payment file initiated out of the STO Electronic Disbursement Account (account #11). The STO may manually initiate ACH credits to the account via Contractor's on-line ACH origination system. Entries are originated in CCD format with a confirmation report produced via the software.

The STO requires the ability to initiate on-line transfers between this account and the STO Master Account (account #1).

Any balances will remain in this account until transferred by the STO. A debit filter is required on this account.

B. MANDATORY REQUIREMENTS0

ALL OF THE FOLLOWING ITEMS MUST BE INITIALED BY THE BANK OFFICER SIGNING THE BID indicating the bidder's acceptance to perform the mandatory requirements as stated. However, a bidder may asterisk an item (*) and document an alternative solution to the requirement. If such an alternative solution is as cost effective and meets the same needs as the current system, the bidder will be considered to have accepted the mandatory requirement.

Failure to comply in the above manner may be cause for rejection of the bidder's proposal.

1. Eligibility Requirements – all bidders must attest to the following:
 - _____ a. The bidder is either a federal government or state government chartered banking institution.
 - _____ b. The bidder has a full-service banking facility in the State of Missouri.

- _____ c. The bidder is a federally insured banking institution.
- _____ d. The bidder complies with Federal Regulation guidelines indicating bidder is well capitalized.
- _____ e. The bidder has a Community Reinvestment Act (CRA) rating of “satisfactory” or better for the most recent examination conducted.
- _____ f. The bidder has sufficient equity capital to hold the compensating balances required by the bidder’s proposal.
- _____ g. The bidder understands and acknowledges that upon execution of a contract, all information submitted in response to this Request for Proposals is considered an open record under Missouri law and will be made available in response to public information requests.
- _____ h. The bidder understands and acknowledges that a successful bidder must have an IDC rating of 165 or better to qualify as the contractor for this service. Should the contractor’s IDC rating fall below 125 during the contract period, the contract may be moved to the next highest scoring bidder.

2. Establishment of Bank Accounts

- _____ a. The Contractor shall establish twenty-three (23) separate bank accounts. See **Appendix A** for a list of accounts.
 - (1) One (1) account will be the master settlement account into which specified accounts (See **Appendix A**) will ZBA, daily funding ACH transfers and wires will settle, and from which outgoing wire transfers and some manual ACH and book transfers will originate.
 - (2) Nine (9) accounts will receive ACH credits using the STO routing number.
 - (3) Three (3) accounts will originate ACH credits using the Contractor’s routing number.
 - (4) One (1) account will originate both ACH debits and credits using the Contractor’s routing number.
 - (5) Four (4) accounts will originate ACH debits using the Contractor’s routing number.
 - (6) Three (3) accounts will receive electronic transfers and ACH debits from the federal government using the Contractor’s routing number.

- (7) Two (2) accounts will receive electronic transfers and ACH debits from a state Contractor using the Contractor's routing number.
- (8) Note: Wire transfers, manual ACH transfers, and book transfers may also impact accounts listed as items (1) through (7). See **Appendix A** for additional information.

_____ b. The Contractor shall establish, as requested by the STO, additional bank accounts for ACH and wire transfer receipt and disbursement purposes in accordance with the requirements of this RFP using the fee schedule provided in Volume II of the Contractor's proposal.

_____ c. The Contractor shall make the necessary arrangements with the Federal Reserve Bank to intercept electronic receipts and files on behalf of the STO and the necessary programming changes to the Contractor's systems to allow the STO to utilize its own routing number for ACH transactions under this contract.

_____ d. The Contractor shall provide ACH debit blocks and/or filters for ACH and paper debits on DDAs established by the Contractor as well as the STO account numbers tied to the STO routing number to ensure that unauthorized ACH and paper debits are not posted to any state account. A list of accounts with blocks and filters is provided as **Appendix A**.

3. Receipts Processing and Reporting

_____ a. The Contractor shall accept all electronic receipts (ACH and wire transfers) on behalf of the STO received with either:

- (1) The STO Routing Number
- (2) The Contractor's Routing Number

_____ b. The Contractor shall be able to receive and process ACH files in PPD, PPD+, CCD, CCD+, and CTX formats.

_____ c. The Contractor shall provide information on incoming ACH receipts via on-line, Internet access to all named STO, DOR and state agency personnel by 8:00 a.m. CST each day. This access shall be for each DDA established with the Contractor, and must include transactions received which utilize the STO's routing number. At a minimum, the following information shall be provided for each account. (The STO must be able to generate a hard (paper) copy of this information.)

- (1) The dollar amount of each receipt

- (2) The identified recipient (Individual Name field for PPD items or the Receiving Co. Name for CCD and CTX items)
- (3) The originator information (Company Name and Company Entry Description from the Batch Header)
- (4) The addenda information accompanying the receipt

_____ d. The Contractor shall electronically provide the STO with a NACHA formatted daily file of all ACH transactions received under the STO routing number settling the current banking day. The file shall be made available to the STO no later than 7:15 a.m. CST each banking day, unless mutually agreed upon by the STO and Contractor, and shall include both transactions picked up from the ACH operator as well as transactions initiated by the Contractor.

_____ e. The Contractor shall provide transaction totals, similar to those the STO receives from the Federal Reserve, for the transactions that remained at the Contractor for use by the STO in balancing the NACHA formatted file required in item d. above. This report shall be delivered to the STO no later than 7:15 a.m. CST each banking day, unless mutually agreed upon by the STO and the Contractor. A sample of this report may be found in **Appendix N**.

_____ f. The Contractor shall electronically provide NACHA formatted electronic files to the state agencies as described in the Overview (Section II.A.) and as noted in **Appendix A**. Files shall be delivered by 10:00 a.m. CST each banking day, unless mutually agreed upon by the agency and the Contractor, and contain the transactions settling to STO accounts on the current day.

_____ g. Files shall be electronically transferred to the appropriate state agency daily. File transmission information is provided in **Appendix F**.

_____ h. File transmissions shall comply with NACHA rules for ACH data security requirements.

4. Disbursements Processing and Reporting

_____ a. The Contractor shall originate electronic disbursements (ACH and wire transfers that are properly authorized) on behalf of the STO.

_____ b. The Contractor understands and agrees that the STO will fund its credit files on the day of settlement.

- _____ c. The Contractor must be able to process and originate ACH files in PPD, PPD+, CCD, CCD+, and CTX formats, including CTX addenda records using ANSI X12 version 4010 of the 820 transaction set (payment order/remittance advice).
- _____ d. All files shall be delivered to the Federal Reserve Bank or ACH operator in a timely fashion to ensure memo posting to the receiver's bank account on the date of settlement. Vendor payment and income tax refund files shall be delivered the day prior to the settlement date. Payroll and DSS files shall be delivered two (2) days prior to the settlement date.
- _____ e. The Contractor shall accept and process files having a settlement date that is not a banking business day. Such files shall be settled on the next banking business day after the indicated settlement date.
- _____ f. The Contractor shall provide information on outgoing ACH payments via on-line Internet access to STO and state agency personnel by 8 a.m. CST each day. At a minimum, the following information shall be provided for each account. (The STO must be able to generate a hard copy of this information.)
- (1) The dollar amount of each payment (this should be the debit offset entry for credits initiated by the state)
 - (2) The identified recipient (Individual Name field for PPD items or the Receiving Co. Name for CCD and CTX items)
 - (3) The originator information (Company Name and Company Entry Description from the Batch Header)
- _____ g. ACH files for electronic disbursements will be created by the responsible state agency for each of the disbursement programs discussed in the overview. The following applies to the transmission and acceptance of these files:
- (1) Files will be electronically transferred to the Contractor daily (some disbursement programs may be less frequent) in accordance with a mutually agreed upon schedule. File transmission information is provided in **Appendix F**.
 - (2) The Contractor shall establish a process allowing the STO to verify and/or confirm ACH file totals prior to the file being processed by the Contractor before being submitted to the ACH operator. Such process shall occur via a secure website and provide the STO with the ability to print confirmation data.
 - (3) File transmissions shall comply with NACHA rules for ACH data security requirements.

- _____ h. The Contractor shall notify the appropriate state agency of ACH return items originated by their payment programs or the return of a reversal upon notification from the ACH operator the same day notification is received. Such notification shall include the following identifying information. (The agencies and the STO must be able to generate a hard copy of this information.)
- (1) The company name, company ID, standard entry class, entry description, and effective date from the batch header.
 - (2) The customer name, customer ID, transaction code, amount, bank routing number, bank account number, and the return reason code with description from the entry detail.
 - (3) The net debit and/or credit amount(s) of the return item or items listed on the notification.
 - (4) Late returns shall be accepted and processed.
- _____ i. The Contractor shall provide the DSS, the SOS, and the STO electronic files of ACH return items originated by their payment or collection programs each day. This file shall retain the NACHA formats received from the Federal Reserve Bank or ACH operator including the standard entry class and the return reason codes provided by the Receiving Depository Financial Institution (RDFI).
- _____ j. The Contractor shall provide the STO with an electronic file or files of ACH return items originated by all payment and collection programs each day. The file shall retain the NACHA formats received from the Federal Reserve Bank or ACH operator including the standard entry class and the return reason codes provided by the Receiving Depository Financial Institution (RDFI).
- _____ k. The Contractor shall provide an on-line, Internet-based system for the STO to manually resend returned ACH items with corrected delivery instructions.
- _____ l. The Contractor shall delete transactions from the ACH payment files when requested by the STO.
- (1) Delete requests shall be sent via state secure e-mail by the STO to the Contractor.
 - (2) The Contractor shall prevent the transaction from leaving the State's account at the contractor. This may be accomplished by modifying the indicated ACH transaction by changing the routing number to the Contractor's routing number and the receiver's account number to the

STO account from which the payment originates, or by another means that is acceptable to the STO.

- (3) Delete requests shall apply to all files the Contractor has received from the State on the current banking day, as well as those which are still warehoused by the Contractor (the state delivered them more than two (2) days prior to settlement).
- (4) The Contractor shall provide the STO with a sufficient window of time to request deletions each day that shall end no earlier than 4:00 p.m. CST.
- (5) Any inability by the Contractor to perform a delete request shall be promptly communicated to the appropriate State contact (s).
- (6) The Contractor understands that it is liable to the State for any delete requests that were communicated by the stated deadline, contained information to appropriately identify the transaction(s) to be deleted, but were not performed by the Contractor. Upon discovery or notification, the Contractor shall promptly process such transactions as ACH reversals. The State will make reasonable efforts to collect upon any rejected reversals prior to seeking reimbursement from the Contractor.

_____ m. The Contractor shall reverse originated transactions when requested by the STO.

- (1) Reversal requests shall be sent via state secure e-mail by the STO to the Contractor, and shall be initiated the same day as requested.
- (2) The Contractor shall provide the STO with a sufficient window of time to request reversals each day that shall end no earlier than 4:00 p.m. CST.
- (3) Any inability by the Contractor to perform a reversal request shall be promptly communicated to the appropriate state contact(s).
- (4) The Contractor understands that it is liable to the State for any reversal requests that were communicated by the stated deadline, contained information to appropriately identify the transaction(s) to be reversed, but were not performed by the Contractor. Upon discovery or notification, the Contractor shall promptly process such transactions as ACH reversals. The State will make reasonable efforts to collect upon any rejected reversals prior to seeking reimbursement from the Contractor.
- (5) The Contractor shall accept and process reversal requests outside the specified NACHA window for reversals upon the request of the STO.

_____ n. The Contractor shall electronically provide each agency with a report of all items initiated under their payment or collection programs each day with a separate report generated for each file received by the Contractor. For files containing multiple batches, the report shall page break for each new batch. The report shall include the following information. See also the sample report in **Appendix M**. This is the PEP + Collection Entry Report.

- (1) Trace number
- (2) Individual ID or Identification Number
- (3) Receiver's Routing Number (Receiving DFI Identification)
- (4) Receiver's Account Number (DFI Account Number)
- (5) Effective Date
- (6) File Creation Date
- (7) Collection Date and Window
- (8) Transaction Code
- (9) Amount
- (10) Receiving Company Name
- (11) Addenda Information (Entire Addenda)

_____ o. The Contractor shall assist STO and agency personnel by providing information on ACH payments originated, tracing ACH payments originated, and contacting RDFIs on the state's behalf when necessary at no additional cost to the state.

_____ p. The Contractor shall create the debit offset to the STO Electronic Disbursement Account for the state payroll file delivered twice monthly by the Office of Administration. This is an unbalanced file.

_____ q. The Contractor shall provide knowledgeable staff in the ACH unit who shall provide customer support to the State between the hours of 7:30 a.m. CST to 5:00 p.m. CST.

5. Collection and Concentration Processing and Reporting

- _____ a. The Contractor shall originate electronic credits and debits (ACH and wire transfers) on behalf of the STO, Missouri Lottery, DSS, DOR, SOS and MoDOT.
- _____ b. The Contractor shall accept and process files having a settlement date that is not a banking business day. Such files shall be settled on the next banking business day after the indicated settlement date.
- _____ c. The Contractor shall provide for on-line, Internet access for named STO and state agency personnel to information on outgoing ACH files each day. At a minimum, the information provided for each account must include:
- (1) The dollar amount of each payment (this is the credit or debit offset entry for debits or credits initiated by the state)
 - (2) The identified recipient (Individual Name field for PPD items or the Receiving Co. Name for CCD and CTX items)
 - (3) The originator information (Company Name and Company Entry Description from the Batch Header)
- _____ d. ACH files for cash concentration or collection programs will be created by the responsible state agency for each of the programs discussed in the overview. The following applies to the transmission and acceptance of files:
- (1) Files will be electronically transferred to the Contractor daily (some concentration programs may be less frequent) in accordance with a mutually agreed upon schedule. File transmission information is provided in **Appendix F**.
 - (2) The Contractor shall establish a process allowing the STO and the Lottery to verify ACH file totals prior to the file being processed by the Contractor or submitted to the Federal Reserve Bank or ACH operator. The STO will verify STO, DSS, DOR, and SOS files. Such process shall occur via a secure website and provide the STO and the Lottery with the ability to print confirmation data. The Lottery will verify its own files.
 - (3) File transmissions shall comply with NACHA rules for ACH data security requirements.
- _____ e. The Contractor shall notify the appropriate state agency of ACH return items originated by their concentration or collection programs or the return of a reversal upon notification from the ACH operator. Such notification shall include the following identifying information:

- (1) The company name, company ID, standard entry class, entry description, and effective date from the batch header.
- (2) The customer name, customer ID, transaction code, amount, bank routing number, bank account number, and the return reason code with description from the entry detail.
- (3) The net debit and/or credit amount(s) of the return item or items listed on the notification.
- (4) An example of the notification currently received is included in **Appendix H**.

_____ f. The Contractor shall provide a means for the STO and Lottery to resend returned ACH items with corrected delivery instructions.

_____ g. The Contractor shall delete transactions from the ACH collection/concentration files when requested by the STO.

- (1) Delete requests shall be sent via state secure e-mail by the STO to the Contractor.
- (2) The Contractor shall prevent the transaction from leaving the State's account at the contractor. This may be accomplished by modifying the indicated ACH transaction by changing the routing number to the Contractor's routing number and the receiver's account number to the STO account from which the payment originates, or by another means that is acceptable to the STO.
- (3) Delete requests shall apply to all files the Contractor has received from the State on the current banking day, as well as those which are still warehoused by the Contractor (that is, the state delivered them more than two (2) days prior to settlement).
- (4) The Contractor shall provide the STO with a sufficient window of time to request deletions each day that shall end no earlier than 4:00 p.m. CST.
- (5) Any inability by the Contractor to perform a delete request shall be promptly communicated to the appropriate State contact (s).
- (6) The Contractor understands that it is liable to the State for any delete requests that were communicated by the stated deadline, contained information to appropriately identify the transaction(s) to be deleted, but were not performed by the Contractor. Upon discovery or notification, the Contractor shall promptly process such transactions as ACH reversals.

The State will make reasonable efforts to collect upon any rejected reversals prior to seeking reimbursement from the Contractor.

- _____ h. The Contractor shall reverse originated transactions when requested by the STO.
 - (1) Reversal requests shall be sent via state secure e-mail by the STO to the Contractor, and shall be initiated the same day as requested.
 - (2) The Contractor shall provide the STO with a sufficient window of time to request reversals each day that shall end no earlier than 4:00 p.m. CST.
 - (3) Any inability by the Contractor to perform a reversal request shall be promptly communicated to the appropriate state contact(s).
 - (4) The Contractor understands that it is liable to the State for any reversal requests that were communicated by the stated deadline, contained information to appropriately identify the transaction(s) to be reversed, but were not performed by the Contractor. Upon discovery or notification, the Contractor shall promptly process such transactions as ACH reversals. The State will make reasonable efforts to collect upon any rejected reversals prior to seeking reimbursement from the Contractor.
 - (5) If requested by the STO, reversals outside of the NACHA 5-day reversal window shall be processed by the Contractor. (The originating state agency will have been in contact with either or both the Receiver and the Receiving Depository Financial Institution.)
- _____ i. The Contractor shall provide an on-line Internet based system for the STO and Lottery to initiate ACH debit and credit entries when transactions cannot be processed on an electronic file.
- _____ j. The Contractor shall provide each originating agency with a report of all items initiated under their concentration programs each day with a separate report generated for each file received by the Contractor.
- _____ k. The Contractor shall provide an on-line Internet based system for MoDOT to manually initiate ACH items related to their collection program.
- _____ l. The Contractor shall provide an on-line Internet based system for the STO to initiate ACH transactions to transfer and/or consolidate funds between this and other banking service Contractors.
- _____ m. The Contractor shall develop a system or process to automatically represent any ACH items initiated by the lottery which were returned for uncollected or insufficient

funds. Part of the process shall include reporting returns and redistribution of those returns to the Lottery.

_____ n. The Contractor shall create the credit offset to the SOS ACH Payment Programs Account for the file delivered daily by the Secretary of State's office. This is an unbalanced file.

6. Wire Transfers

_____ a. All incoming wire transfers shall be processed and posted to the appropriate STO account the day the wire is received by the Contractor.

_____ b. The Contractor shall provide an on-line Internet based system to allow the STO to initiate both repetitive and non-repetitive wire transfers out of specified accounts. (See **Appendix A**)

_____ c. The Contractor shall provide the STO with confirmation of outgoing wire transfers by either fax or e-mail within fifteen (15) minutes of origination.

_____ d. Information on incoming wires must be communicated to the STO within fifteen (15) minutes of receipt of the wire by the Contractor by either fax or e-mail.

_____ e. The State receives wires transfers after its investment cut-off of 10:30 a.m., CST on a regular basis. Due to the receipt timing of some of these wires, the State may be unable to invest the funds on the date of receipt. In such instance, the Contractor must collateralize the amount remaining on deposit with the Contractor until the next business day when the State is able to invest such funds. Such "late" wires may be as small as \$1 million or as large as \$177 million and are generally received between 12:00 p.m. and 4:15 p.m., CST. (The State can generally provide a one (1) – day notice of a late wire, but can not guarantee such notice.)

The top six (6) "late" wires in the past twenty (20) months are:

- \$177 MM on 6/29/11
- \$161 MM on 7/15/10
- \$125 MM on 10/7/10
- \$125 MM on 4/15/11
- \$74 MM on 9/28/10
- \$72 MM on 3/23/11

7. Information Access and Account Transfers

_____ a. The Contractor shall provide on-line access by the STO to the daily ledger balance, collected balance, and all account activity for each account listed in **Appendix A**

by 7 a.m. CST for the previous day's activity. Same day information regarding account activity shall be available on-line to the STO, DOR and other agencies as requested. Information shall include wire transfers sent and received and all ACH transactions effective for the current business date (memo posting). (This includes transactions received under the STO's routing number and posted to the DDAs maintained with the Contractor.) Electronic access shall be available through a secure Internet reporting tool.

_____ b. The Contractor shall provide to the STO, each banking day, timely notification of any changes to the information available through on-line access.

_____ c. The Contractor shall provide the STO with the ability to perform on-line (same day) transfers between accounts covered by this contract as well as any other accounts maintained by the STO with the Contractor.

8. Reporting Requirements

_____ a. The Contractor shall comply with the following bank statement requirements:

(1) Daily bank statements detailing transaction activity for all accounts for the prior day's business. This must be available on-line via a secure Internet reporting tool.

(2) Hard (paper) copy monthly bank statements detailing transaction activity on all accounts.

(3) Transaction detail on reports and statements must sufficiently identify transactions for reconciliation purposes. Upon request from the STO, the Contractor must further identify transactions to facilitate reconciliation of an account.

(4) When corrections/adjustments are required to bank statements to reflect actual activity, documentation must be provided to the STO within three (3) business days of notification of the error. Documentation must be in a form acceptable to the STO.

_____ b. The Contractor shall provide the STO with a daily BAI file on all accounts maintained by the Contractor for the STO, upon request of the STO. (The STO is not currently using a daily BAI file.)

_____ c. The state may request customized reports not detailed in this RFP on an as needed basis and will negotiate and pay a reasonable fee for such reports.

9. Consolidated Balance Requirements

- _____ a. The contractor agrees that individual demand accounts may be overdrawn as long as combined total balances maintained by the STO with the contractor are positive.
- _____ b. The contractor shall allow negative balances to post on all demand accounts.
- _____ c. In the event of a potential overdraft on the combined total of state demand accounts held by the contractor (including balances held for compensation purposes), the STO will compensate the contractor through the account analysis. An interest charge will post to the account analysis at the rate of interest equal to the STO's average overnight repo rate for the day on which the situation occurred.
- _____ d. The contractor shall not charge for daylight overdrafts.

10. Account Analysis and Monthly Reporting

- _____ a. On a monthly basis, the contractor shall provide the STO an account analysis stating the type and amounts of each service provided, service charges incurred (as quoted in **Appendix I**), and a computation of the accounts' average daily collected balances during the month. Uncollected overdrafts shall be included in the calculation of average daily collected balance.
- _____ b. The account analysis shall state the excess or deficit position based upon the agreed prices for services as contained in the contract and their conversion to balance compensation at the current applicable Earnings Credit Rate (ECR). The STO will review the excess or deficit position for each month and will adjust balances as needed to approximate the annual level of service activity. Any excess balance from the previous month will be carried forward and used to pay for the next month's services. Any deficit balance from the previous month will be covered by future earnings (See Section IV. A., Method of Compensation). Any excess or deficit position with the Contractor shall carry forward month-to-month and year-to-year, so long as the STO maintains services with the Contractor unless otherwise agreed to by the STO.
- _____ c. The STO does not foresee uncollected overdrafts related to this contract. In the event one does occur, there shall be no charge for an uncollected overdraft. The occurrence shall be included in calculating the average daily collected balance on the account analysis. The uncollected overdraft will essentially be compensated at the current month's ECR.
- _____ d. A copy of the analysis must be delivered to the STO monthly.
- _____ e. FDIC insurance premiums and/or assessments shall not be passed through to the STO or the Lottery.

11. Additional Service Requirements

_____ a. The contractor shall provide telecommunication access to the state so that state agency and STO personnel do not incur long distance charges in contacting the contractor. Such access may be in the form of a dedicated telephone line or in-bound toll-free number.

_____ b. All meetings between employees of the STO and the contractor must be held at the offices of the STO in Jefferson City unless otherwise agreed.

_____ c. Special Service Requirements

The contractor must provide the following services at no cost to the STO for the term of the contract (including available renewal periods):

(1) Contractor must cash state-issued checks for non-bank customers, but may charge the customer a reasonable fee. (The STO may be contacted to determine the validity of a state-issued check.)

(2) Contractor must provide direct deposit accounts to employees, retirees and other designated groups of the State, for a reasonable fee to the account holder.

12. Quality of Service

_____ a. The Contractor shall monitor the quality of service provided to the State and shall promptly correct any deficiencies noted by the State or the Contractor's staff with relation to services provided to the State. Notice of such corrective actions shall be timely reported to the STO.

_____ b. Quarterly contract review meetings shall be held between the contractor and the STO.

13. Collateral

_____ a. Collateral acceptable to the STO (see **Appendix K**) will be required on the total of any compensating balances and any other funds (collected and uncollected) in STO accounts in excess of FDIC insurance coverage. Funds in sweep repurchase agreements must be secured in accordance with Article IV, Section 15 of the Missouri Constitution by United States Treasury obligations or obligations of United States government agencies or instrumentalities. Similar products or services offered must be appropriately collateralized or secured in accordance with Missouri law. The acceptable collateral

listing is located on the STO's website <http://www.treasurer.mo.gov/link/time.pdf> and is subject to change.

14. Confidentiality and Data Security

- _____ a. The contractor shall maintain complete confidentiality of all records relating to services performed under the contract in accordance with state and federal laws, rules and regulations. No list, report or other materials generated from data covered under the contract may be disclosed or transferred by contractor to any other person or entity.

- _____ b. Contractor must comply with Section 407.1500 RSMo, and/or any other applicable state or federal law, regarding providing notice to consumers of a breach of personal information. Any notifications provided under this section, or otherwise, must be made in consultation with the STO Director of Banking and the DOR. All costs associated with a security breach as a result of Contractor's failure to comply with the terms of this Contract, including any notification, will be the full responsibility of Contractor. Any costs incurred by the State of Missouri directly resulting from a breach of security on the part of Contractor under the Contract must be reimbursed by Contractor. Contractor will indemnify and hold the State of Missouri harmless from any and all claims, damages, and liability arising as a result of a security breach due to Contractor's failure to comply with the terms of this Contract, including Contractor's failure to comply with Section 407.1500 RSMo and/or any other applicable state or federal law regarding providing notice to consumers of a breach of personal information.

15. Collection Accounts

- _____ a. The contractor shall establish a consolidated collection account for use by state agencies for the deposit of state funds outside Jefferson City.

- _____ b. Pricing for the collection account shall be in accordance with the fee schedule provided in Volume II of the contractor's proposal.

- _____ c. The contractor shall set the collection account to sweep by zero balance transfer to the STO Master Settlement account as established in item 2.a. above.

- _____ d. The contractor shall provide ACH and paper debit blocks for the collection account.

- _____ e. The contractor shall provide deposit slips to the STO in such quantities as are required. Requests for deposit slips will be coordinated through the STO. Deposit slips shall be 2-part, carbonless and encoded with location codes uniquely identifying each state agency office depositing into the collection account.

_____ f. The contractor shall provide for electronic access by the STO to the daily ledger balance, collected balance, and all account activity (including the location codes on the deposit tickets) for the collection account by 7 a.m. CST for the previous day's activity. Electronic access must be available through a secure Internet reporting tool or other means acceptable to the STO

16. Disaster Recovery

- _____ a. The Contractor shall provide offsite disaster recovery support to the STO.
- (1) Should the STO be unable to access their offices, designated banking staff will be allowed to operate from Contractor's premises (2 – 5 individuals depending on duration).
 - (2) Two (2) PCs with secure Internet access and an easily accessible USB port, one (1) printer, one (1) land-line phone, and one (1) fax machine, as well as access to a copy machine and office supplies will be made available to designated STO staff

C. SPECIFIC QUESTIONS FOR BIDDERS

Bidders must provide clear and complete written responses to each of the following questions. Responses must be numbered in the same manner as the individual questions and will be used in evaluating each bidder's proposed method of performance. Where applicable, answer "yes" or "no". Failure to comply may result in rejection of the bidder's proposal.

1. Organization and Experience

- a. Briefly discuss the history of your organization, ownership structure and lines of business.
- b. How long have you maintained automated clearing house (ACH) services and wire transfer services?
- c. In the last three years, what, if any, significant organizational changes (i.e., mergers, acquisitions, business concerns, etc.) have occurred?
- d. Bidders must provide one (1) copy of the most recent Annual Report and Call Report of the financial institution. (If desired, bidders may include this information only with the original Volume I of the proposal.)

- e. Bidders must provide a summary of current and previous work performed within the last five (5) years by the financial institution for a comparable **public sector** client which is similar in nature to that proposed for the STO under this RFP. Provide a contact name, e-mail address, and phone number.
- f. Bidders shall:
 - (1) Note any instances in the last three (3) years where a client receiving services similar to one (1) or more of the service areas requested in this RFP discontinued such services.
 - (2) Indicate why services were discontinued.
 - (3) List a reference person(s) from organizations which were provided the services. Include a current telephone number.
- g. Bidders must provide three (3) references for electronic banking services services (at least one reference shall be a customer using ACH origination services with volumes similar to that of the STO) in addition to the public sector client provided under item e. above. Provide a contact name, e-mail address, and phone number for each reference.
- h. Bidders must briefly summarize any other factors that may be justification for selecting the financial institution and its services.
- i. Provide the following credit and financial information:
 - (1) Net equity capital
 - (2) Your bank's rating as determined by a Nationally Recognized Statistical Ratings Organization (NRSRO), as defined by the Securities and Exchange Commission.
 - (3) Provide details with respect to significant litigation against your firm for the last ten (10) years and any significant regulatory actions taken or pending that will impact your business.

2. Establishment of Bank Accounts

- a. State the location (address) of the facility that will serve as the state's primary electronic receipts and disbursement processor. What is the nature of this facility? (Main banking facility, branch, processing center...)

- b. State the routing number to be used on all ACH transactions originated under this contract. What is the name and location (address) of the financial institution to which this routing number is assigned?
 - c. Explain the process to be used in implementing the STO's routing number. Include a timeline and the parties responsible for each step.
 - d. Indicate how the bidder will handle the STO assigned account numbers to ensure that transactions post to the appropriate bank accounts maintained with the Contractor.
 - e. How many corporate/business/government customers are processing electronic receipts and disbursements via the ACH network through the bidder?
 - (1) Approximate incoming ACH credits volume for 2011?
 - (2) Approximate dollar amount of incoming ACH credits processed in 2011?
 - (3) Approximate outgoing ACH credits volume for 2011?
 - (4) Approximate dollar amount of outgoing ACH Credit processed in 2011?
 - (5) Approximate total ACH transaction volume for 2011?
 - f. Will the bidder use an affiliate or correspondent bank for ACH processing? If yes, please name the correspondent bank and provide the address of the processing location.
3. Receipts Processing and Reporting
- a. By what time will the STO be notified of items being credited/charged to STO accounts?
 - b. How will the bidder report incoming ACH transactions? What information will be provided? Please provide examples (including screen prints) of each reporting method available and the information provided.
 - c. Regarding information provided via Internet or other web-based service or product: within what time frame will that information be available for retrieval? Please indicate time-frame by delivery method and by transaction type (e.g., incoming ACH credits, incoming ACH debits, outgoing debit offsets, outgoing credit offset, return items...)

- d. When ACH transactions are prepared for delivery via electronic file to the appropriate state agency, will each individual transaction post to the STO's DDA statement, or will one net credit or debit post? Can the STO choose by account how this posting appears? Currently, the transactions reported to state agencies such as DOR and DSS are "trapped" by the current Contractor causing a single net debit or credit posts to the DDA statement and Contractor's on-line system. This process is desirable to the STO for specific agency accounts, but not for all accounts covered by this contract.
 - e. Please indicate how addenda information on PPD+, CCD+ and CTX transactions will be reported and provide examples.
 - f. Explain the ACH and paper debit blocks and filters available to the state on the bidder's DDAs. What will be the procedure for establishing a new debit block or filter? Can filters be set to allow the reversal of a transaction sent in error?
 - g. Explain the ACH and paper debit blocks and filters available to the state on the STO established account numbers tied to the STO's routing number? What will be the procedure for establishing a new debit block or filter on an STO assigned account number?
 - h. After notification that an unauthorized debit has occurred, when will the credit be received? (i.e. How quickly after notification from the STO?)
 - i. At what time will receipt files be available for delivery to the state?
 - (1) The STO file for the state's routing number?
 - (2) The agency files delivered to DOR, DSS, and DIFP?
4. Disbursements Processing and Reporting
- a. Describe the procedures that will be used to verify accurate and secure file transmissions.
 - (1) What system will bidder provide for the STO and the Lottery to verify the contents/file totals for transmissions originated by the state?
 - (2) What documentation will the bidder provide for confirmed files? (Confirmation number, printable receipt, etc?)
 - (3) Provide screen prints showing the confirmation process, and samples of the confirmation documentation that is available.

- b. Explain what procedures the bidder will use to contact the State if a file is not confirmed, or if a confirmation has no file. What time would such contact be made? What recourse will the State have to correct a file problem? An incorrect file total? How much time is available to make a correction?
- c. Describe the service delivery method and the confirmation process the bidder recommends for the initiation of ACH debit and credit items not included on state disbursement files.
 - (1) Include any alternative methods which will meet the state's needs.
 - (2) How many customers use this method of ACH origination? What percentage of the bidder's ACH customer base does this represent?
- d. How does the bidder address ACH risk on outgoing credits? (*Please note: The STO funds its credit files on the day of settlement.*) Please see file total information in **Appendix J**.
 - (1) Will the bidder use daily, transaction, file, or total ACH outstanding dollar limits?
 - (2) How will the bidder determine the dollar limits used?
 - (3) What procedures will be followed when the state submits a file that exceeds the limit?
- e. Describe how daylight overdraft limits might impact the bidder's processing of STO payment files and outgoing wire transfers. If applicable, provide the daylight overdraft limit applicable to the STO. (Note: The State funds its payment files on date of settlement using ACH credits initiated from the custodial Contractor. Wire transfers will be initiated later in the day if a miscalculation occurs or an unforeseen transaction settles.)
 - (1) On what basis will the bidder calculate daylight overdraft positions?
 - (2) Can the bidder accurately measure in real-time the STO's daylight overdraft in a single account? Can the daylight overdraft be measured across all accounts in the relationship? Can the STO have access to this real-time information?
- f. What are the bidder's transmission windows to the ACH operator?
 - (1) What are the cutoff times for receipt of files from the state to process in each window?

- (2) What are the cutoff times for confirmation of the files by the state to process in each window?
- g. In which transmission window will the bidder send the twice-monthly state payroll files and the daily vendor files?
- (1) By what time will the bidder require the file be transmitted for this window?
 - (2) Will all state files process in this window? If not, please provide details for the recommended processing windows.
- h. If ACH transactions are initiated by any means other than a direct transmission of a file (e.g., Internet/web), will cutoff times differ? Please indicate the cutoff times for each origination method.
- i. What procedures (if any) will be in place and what options will the state have if the bidder misses the deadline? If the state misses the deadline?
- j. Based on the information provided in the overview, how will the bidder require the STO to request reversals and stops/deletes?
- (1) What will be the procedure for requesting a reversal?
 - i. Indicate the information necessary for inclusion in the request and the deadline for requesting.
 - ii. Provide sample reports that will be used by the STO for reconciliation of reversed transactions.
 - iii. For rejected/returned reversals, how will the bidder notify the STO of such transactions? Provide sample reports that will be used by the STO for reconciliation of these transactions.
 - (2) What will be the procedure for requesting a stop/delete on an item or items on a file already submitted to the bidder but not yet released to the ACH operator? (These are transactions the STO does not wish the Contractor to originate.)
 - i. Indicate the information necessary for inclusion in the request and the deadline for requesting.
 - ii. Describe the deletion/stop process in detail, including how the STO will view the file changes performed by the Contractor and reporting available for reconciliation purposes.

- (3) What security procedures will be used?
 - (4) How will the STO be notified of the acceptance and completion of the transaction?
- k. List the means by which the bidder will make reports available to the state (on-line, paper, fax, etc.) Be sure to identify any special communications capability or equipment requirements that will be necessary for the state to access and print the reports.
- l. Will the bidder offer Sunday (weekend) processing of items for Monday effective date or holiday processing for next business day settlement? What will be the deadline for receipt of customer instructions for initiating transactions? (Please note: For state holidays which fall on a banking day, the STO may provide instructions to the Contractor to initiate certain transactions on the STO's behalf. These instructions may include requesting the Contractor to initiate wire transfers on the STO's behalf.)
- m. Describe the bidder's ACH return process. When will returned funds be posted to the STO's account? (Describe reporting methods in the Information Reporting Section of this RFP.)
- n. Describe the bidder's process to handle unresolved returns that must be manually posted to the State's account? When will returned funds be posted to the STO's account? (Describe reporting methods in the Information Reporting Section of this RFP.)
- o. Within what time frame will the STO be notified of items being charged/credited to accounts from return items?
- p. How will the bidder advise the state of NACHA rule changes and their impact?
- q. The following questions relate to the bidder's Internet/web-based services.
 - (1) What are the browser requirements?
 - (2) Are there any software/hardware requirements to utilize specific aspects of the services (such as reporting)?
 - (3) What training will the bidder provide?
 - (4) Does the Contractor's software offer the ability to establish security levels by user and by business unit?

- (5) How will you handle system upgrades?
 - (6) What report options will be available? Will reports be able to be imported into a spreadsheet application?
 - (7) Will transactions be copied or saved on the state's PC after initiation/approval?
- r. Indicate what methods of ACH file transmission will be available to the State. What controls will each method offer to protect both data integrity and the security of the data being transmitted?
 - s. What amount of history will the bidder retain on ACH transactions initiated? Is there a time limit on research requests? Trace requests?
 - t. At what time will files of return items be available for delivery to the state? Are these files of the current day's returns, or the prior day's returns?
 - u. Are debit filters available for placement on the three (3) electronic disbursement accounts to prevent unauthorized ACH and paper debits, but allow for the return of a reversal? Will a filter be needed to allow for the debit offset on the ACH file?
5. Collection and Concentration Processing and Reporting
- a. Please refer to question #4, items a. through t. If any responses to these questions do not apply to collection and concentration programs and processing, indicate the question(s) that differ and provide the appropriate response or responses.
 - b. Are debit filters available for placement on the concentration and collection accounts to prevent unauthorized ACH and paper debits, but allow for the return of rejected debit transactions? Will a filter be needed to allow for the debit offset on a credit file?
6. Wire Transfers
- a. Is your wire transfer initiation process Internet based?
 - (1) What are the browser requirements?
 - (2) Are there any software/hardware requirements to utilize specific aspects of the services (such as reporting)?

- (3) What training will the bidder provide?
 - (4) Does the Contractor's system offer the ability to establish security levels by user and by business unit?
 - (5) How will you handle system upgrades?
 - (6) What report options will be available? Will reports be able to be imported into a spreadsheet application?
 - (7) Will transactions be copied or saved on the state's PC after initiation/approval?
 - (8) Describe the process of initiation, approval and release. Is this process different for repetitive and non-repetitive wire transfers? Provide screen prints and sample reports to illustrate the process.
- b. Are there any backup processes available for wire transfer initiation should the bidder's website be down? For each method available, describe the process of initiation, approval and release. Will this process be different for repetitive and non-repetitive wire transfers?
 - c. What deadlines will apply to initiating and executing wires?
 - d. What type of confirmation of execution of outgoing wire transfers will be provided? In what form, and within what timeframe, will the STO receive confirmation?
 - e. For incoming wire transfers, indicate the method of notification the bidder will utilize to notify the STO of wire transfers received and provide a sample of report and information provided.

7. Information Access and Account Transfers

- a. Provide example screen prints of the information required by Item B.8.a. and explain how the state will access this information.
- b. Describe the systems and processes to be used by the STO to perform on-line (same day) transfers between accounts and the security features of the systems. If multiple options are available, indicate which will be the most economical and which will be the easiest to use. Provide screen prints of the process and samples of any reports available.

- c. Will the system allow account transfers to temporarily over draw an account? For example, can a ZBA with no receipt activity be the source account (out side) for a transfer?

8. Reporting Requirements

- a. For on-line access (via the Internet) to daily bank statements and other reports, please indicate the length of time such information will be available to the state in this environment. If some information is to be provided via other means, indicate how the STO and authorized state agencies will access this information and the length of time such information will be available in that environment.
- b. If a correction to the bank statement is necessary, how will the correction be documented? At what time will the correction and documentation be performed? When will the corrected information be available/provided to the STO and in what format (on-line, hardcopy)?
- c. How will ACH receipts be identified on the bank statement? What information will be available to assist the STO in reconciling the transactions? Please provide examples.
- d. Provide examples of reports for incoming and outgoing ACH transactions.
- e. Specify the data that will be provided on current and previous day reports. Provide sample reports.
- f. By what methods will the state receive notification of change and returned item advices? When will this information be available to use, (*e.g.*, posting day, morning after)? What information will be provided, (*e.g.*, date of origination, date submitted, date of return). Provide sample reports.
- g. By what methods will the bidder provide confirmation of deletions and reversals?
- h. Will ACH returns be individually or list-posted to the bank statement? What supporting information will the bidder provide to reconcile the transactions? How will this information be made available to the STO?
- i. How often will same-day information updated? Provide applicable posting time frames for ACH receipts, ACH returns, incoming and outgoing wire transfers.
- j. Will historical information for ACH return items be available on the system? How many days of history will be available? Will it be possible to increase the number of days of history available to the state? Provide sample reports.

- k. Will the system export reports in various file formats? If so, what formats will be available?
 - l. Will the bidder document and verify all transaction volumes and charges relating to the account that are reported on the account analysis? If yes, please provide a sample report.
 - m. Will the bidder provide a monthly report detailing transaction numbers and total dollar amounts for state-initiated ACH files by company ID number and ACH items received by account? Please provide sample reports.
 - n. Are any reports or views able to be customized by the user? Is ad hoc querying available? Please explain and provide sample reports and/or screen prints.
9. Consolidated Balance Requirements
- a. What services will be available to facilitate the requirements of section II.B. item 9? Please explain how the bidder will fulfill these requirements.
10. Account Analysis and Monthly Reporting
- a. Will the bidder show a detailed line-item adjustment on the account analysis? If no, please explain how adjustments will be shown.
 - b. What will be the timing of delivery for the monthly account analysis?
 - c. Will the bidder offer the ability to view the account analysis on-line? Please indicate how the on-line analysis will be accessed and when will it be available for viewing.
 - d. Will subsequent adjustments to the analysis be available for viewing? Within what timeframe after adjustment?
11. Additional Service Requirements
- a. What is the fee bidder will charge a non-customer to cash a state check drawn on a state account maintained with the bidder?
 - b. Will any portion of this contract be handled outside the United States? See Executive Order 04-09 by accessing the following link: www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp.

12. Quality of Service

- a. How will the bidder monitor the quality of service provided to the STO and other state agencies?
- b. What steps will be taken to correct deficiencies noted by bidder, STO, or state agency personnel?
- c. What quality standards will the bidder use to measure ACH and wire transfer services?
- d. How has the bidder's performance been relative to the standard stated in item c. immediately above for the past year?

13. Collateral

- a. Indicate how the bidder will provide sufficient collateral to secure balances on deposit and in repo sweep accounts.

14. Confidentiality

- a. Contractor must describe how it will establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from the State.

15. Disaster Recovery

- a. Provide a summary of the bank's disaster recovery plan as it relates to the services requested in a separate appendix.
- b. Where are off-site facilities for disaster recovery purposes located?
- c. Where is the "hot" site for disaster recovery located?
- d. How quickly can the "hot" site be implemented in the event of an emergency?
- e. Where will the STO offsite location be? Provide the address and a description of the facility and the area available to the STO. (e.g. West side, branch conference room, or operations facility cubicles)

- f. If more than one offsite location is available to the STO depending upon the nature of the disaster, provide the information requested in e. above for all locations.
- g. How much advance notice is required when the STO needs to utilize this offsite support facility?

16. Customer Service

- a. Who will be the STO's and the originating state agencies primary contact(s)? Name the contacts for both ACH and wire transfer services.
- b. Who will manage resolution of any day-to-day operational problems?
- c. Who will respond to ACH research requests? Is this person(s) an Accredited ACH Professional (AAP)?
- d. Who will make the requested ACH file changes for delete / stop requests? Is this person(s) an AAP?
- e. Who will initiate reversal requests? Is this person(s) an AAP?
- f. Who will the STO contact with ACH-related questions regarding ACH Rules and their application to state programs? Is this person(s) an AAP?
- g. Who will handle policy issues?
- h. Who will handle pricing issues?
- i. What daily hours will the above-stated contacts be available?
- j. Describe the responsibilities of the customer service personnel listed previously, including their supervisors and the chain of command for problem resolution.
- k. Include resumés of key representatives the STO and other state agencies will interact with, including each of the above-stated contacts. Each resumé should include the representative's education and relevant experience providing the services covered by this RFP and applicable ongoing training.

17. General

- a. Provide information on any other cash management or related services currently provided or planned by the bidder in the next twelve (12) months that may benefit the state.
- b. Describe your current planned enhancements with regard to services and technology for 2012 and 2013.
- c. Will the bidder outsource any of the services contained in this RFP, or have plans to do so? Please explain.
- d. Is the bidder currently involved in, or planning any major system changes, acquisitions, or conversions? Please explain your plans and include the potential impact to the STO and this contract.
- e. Is the bidder's balance reporting system an in-house system? Please describe.
- f. Can reports from the balance reporting system be transmitted and downloaded into an Excel spreadsheet?
- g. How many times in 2011 did the bidder miss the following deadlines:
 - (1) Prior day balance reporting.
 - (2) Current day balance reporting.
 - (3) Why was the deadline missed in each instance?
- h. Account Balances and Earnings Credits

What is the bidder's proposed method to give credit for balances in calculating earnings credits without the balances being subject to reserve requirements? (Note, FDIC assessments shall not be passed through to the state under this contract.) Please explain.

18. Implementation

- a. Provide an implementation plan for assuming responsibility for electronic banking services.
- b. Please indicate the State's responsibilities and critical timing during the implementation.
- c. Provide a copy of all agreements and forms the bidder desires the STO to complete and approve to initiate ACH and Wire Transfer Services. (Acceptance

of a bidder's proposal does not indicate acceptance of the terms of any agreements provided in response to this item.)

- d. Will a project manager be assigned to manage implementation? If so, provide the name and resume of the project manager.
- e. Describe the on-site support you provide to new clients and existing clients during conversions.
- f. Indicate your plans for educating and training STO and other agency employees in the use of your systems.

III. GENERAL INFORMATION AND CONTRACT PROVISIONS

A. CONTRACTUAL AGREEMENT AND AMENDMENT

1. The contract between the State Treasurer's Office (STO) and the contractor (Contractor) shall consist of (a) a Depository Contract, Pledge Agreement, Demand Deposit Contract and Contract for Banking Services (see **Appendix G**); (b) this RFP and any amendments thereto; and (c) the Contractor's response to this RFP including any and all attachments and additional responses. These documents shall collectively be referred to as "the Contract." In the event of a conflict between (b) and (c) above, the provisions and requirements set forth and/or referenced in this RFP (item (b) above) shall govern. However, the STO reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such clarification shall govern in case of conflict with the applicable requirements stated in the RFP or successful bidder's response. In all other matters not affected by the written clarification, if any, this RFP shall govern.
2. The STO reserves the right to negotiate with the Contractor for changes in services or additional service items, subject to mutual agreement. Any such amendments shall be agreed upon in writing as described in section III.A., Item 3., immediately below.
3. Any proposed change in the Contract must be accomplished by a formal written contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the STO. Any amendment to the Contract shall (a) specify an effective date; (b) specify any increases or decreases in the amount of the Contractor's compensation, if applicable; (c) describe changes, if any, to the provisions of the Contract; (d) be entitled as an "Amendment"; and (e) be signed by the duly authorized representatives of the Contractor and the STO. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the Contract.
4. It is understood that in certain situations, the Contractor may utilize the services of related financial institutions (i.e., banks within the same holding company as the Contractor) in performing certain services required under the Contract. In all such situations, the Contractor retains sole, direct and primary responsibility for securing the required contractual performance from such related institution as well as sole, direct and primary responsibility for assuring that all contractual provisions, including all applicable legal, financial and eligibility requirements are continuously met by such related institution. All rights and remedies vested in the STO by the Contract apply with equal force and effect to a Contractor's related institution. Conversely, all rights

and remedies vested in the Contractor by the Contract rest solely with the Contractor and not the related institution. The Contractor agrees to indemnify, save and hold the STO harmless from any expense, liability or payment arising out of the actions of a related institution pursuant to the Contract or made by a related institution as a result of the Contract.

5. The aforementioned documents in Section III. A. represent the full and complete agreement between the parties.

B. CONTRACT PERIOD, DEFAULT, CANCELLATION OR TERMINATION

1. Except where specifically noted, the STO anticipates that the Contract will run through September 30, 2016. The Contract may provide for a limited extension beyond the stated period at the option of the STO.
2. If, in the sole discretion of the STO, the STO concludes that the Contractor has substantially defaulted in any manner in performing any of the contractual terms and conditions, and such default is not cured by the next banking day (as that term is defined in Section 400.4-104, RSMo (as amended)) or, at the discretion of the STO, in some other commercially reasonable period of time after notice of such default is given to the Contractor, the STO may immediately terminate the Contract and withdraw all State of Missouri funds on deposit with the Contractor.
3. The STO may terminate the Contract, in whole or in part, at any time for a breach of any contractual obligation. Should the STO exercise its right to terminate the Contract for such a reason, the termination shall become effective on the date specified in a written notice of termination sent to the Contractor.
4. The STO reserves the right to terminate the Contract, in whole or in part, at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the Contractor at least 120 days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the Contract shall, at the option of the STO, become property of the State of Missouri. The Contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the Contract prior to the effective date of termination.
5. The Contractor may terminate the Contract by giving written notice to the STO at least

120 days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the Contract shall, at the option of the STO, become property of the State of Missouri. The Contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the Contract prior to the effective date of termination.

6. The Contractor further agrees and understands that any payment due under the terms of the Contract shall be made by the STO only (a) after the successful completion of all requirements set forth in the Contract; and (b) after approval and acceptance by the STO of the Contractor's performance, services and/or supplies required by the terms of the Contract.
7. No provision in this document or in the Contractor's proposal shall be construed, expressly or impliedly, as a waiver by the STO of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract.
8. Any written notice to the Contractor shall be deemed sufficient when presented to an authorized employee of the Contractor at its address as listed on the signature page of the Contract, or deposited in the United States mail, postage prepaid, and addressed to the Contractor at its address as listed on the signature page of the Contract, or at such address as the Contractor may have requested in writing.

C. LIABILITY AND RESPONSIBILITY

1. The Contractor shall be liable to the STO for any loss of funds as a result of the Contractor's failure to properly execute a Contract obligation when such error is within the Contractor's control. This includes system and or processing down time that is not restored in a timely manner.
2. The Contractor shall compensate the STO for the loss of interest due the STO as a result of the Contractor's error or of the Contractor's failure to execute a transfer request on the date requested, unless due to an error not within the Contractor's control. The compensation shall be for a period not exceeding sixty-one (61) days or the date of actual transfer or error correction, whichever comes first. The compensation must be in the form of a reimbursement equal to the average of the daily Federal Funds interest rate (as reported on Bloomberg) plus five (5) basis points for the period and amount in question computed on a daily basis.

3. The Contactor agrees that it will indemnify and hold the STO harmless from any third party claims for damage resulting from any negligent act or omission or willful misconduct on the part of the Contractor or on the part of any subcontractor or other person employed by or under the supervision of the Contractor. .
4. The Contactor shall be deemed to have exercised ordinary care if the Contractor has followed established procedures agreed to under the Contract in executing a transfer. The Contactor agrees that it shall be deemed not to have exercised ordinary care if it has deviated from these established procedures agreed to under the Contract in executing a transfer without prior written authorization from the STO.

D. RECORDS, ACCESS AND CONFIDENTIALITY

1. The Contractor shall maintain financial and accounting records and supporting evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the STO.
2. All such reports, records, tapes, files or other materials developed or acquired by the Contractor as a specified requirement of the Contract shall become property of the STO.
3. The Contractor shall permit reasonable access by the STO during the Contract period and any extension periods, and for an eighteen (18) month period beyond the end of the Contract, for purposes of performing audit procedures relating to any aspect of the services provided by the Contractor to the STO in connection with the Contract.
4. Any and all information supporting the Contract and any and all tapes, files and data files maintained by the Contractor for such purpose shall be provided to the STO, or a designated STO representative, at no cost to the STO or designated representative, upon request by the STO, at the end of the Contract.
5. In addition to the reports specifically required by the Contract, the Contractor must provide, for an agreed price, additional financial and analytical reports as the STO may request.
6. The STO reserves the right to reject or request changes in all reports, systems, on-line inquiry features, and procedures.
7. If the STO requests a service be performed on a specific day, and that day is not a

banking day, the Contractor must provide the service on the next banking day, unless otherwise indicated by the STO or by mutual agreement between the Contractor and the STO.

8. The Contractor shall maintain complete confidentiality of all data and all records, including, but not limited to, information regarding any tax report or return, relating to services performed under the Contract. No list, report or other materials generated from data covered under the Contract may be disclosed or transferred by Contractor to any other person or entity. Specifically, Contractor affirms that it shall abide by all applicable state and federal laws, rules and regulations regarding the confidentiality of such information, including, but not limited to 26 USC 7213 and Section 32.057 RSMo. Contractor shall take any and all steps necessary, in the discretion of the STO to ensure that its employees, subcontractors and/or any other persons under Contractor's control with access to such information (1) are aware of and abide by such laws, rules and regulations regarding the confidentiality of such information and (2) are aware of the potential for criminal prosecution for failing to abide by such laws, rules and regulations. Contractor agrees to indemnify and hold harmless the State of Missouri for any damages, costs, fees or other liability (including counsel fees) arising as a result of Contractor's failure to comply with the applicable laws, rules and regulations regarding the confidentiality of the data and records provided to Contractor under the Contract.

E. COMPLIANCE WITH APPLICABLE LAWS

1. The Contract shall be construed according to the laws of the State of Missouri.
2. The Contractor shall comply with all local, state and federal laws and regulations related to the performance of the Contract, to the extent that the same may be applicable, and must be registered with and maintain good standing with the Missouri Secretary of State, the Division of Finance of the Missouri Department of Insurance, Financial Institutions and Professional Registration, and/or any other Missouri State office or agency, as may be required by law or regulation.
3. The Contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the State of Missouri. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

4. In connection with the furnishing of supplies or performance of work under the Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

5. Contractors with the State of Missouri must comply with Article XIII of Executive Order #87-06 pertaining to discrimination and affirmative action. (The executive order may be viewed at http://www.sos.mo.gov/library/reference/orders/1987/eo1987_006.asp). Failure to comply may result in appropriate action including cancellation of the Contract resulting from this RFP.

6. Pursuant to section 285.530, RSMo, if the Contractor meets the definition of a “business entity” (<http://www.moga.mo.gov/statutes/c200-299/2850000525.HTM>) as defined in section 285.525, RSMo, the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are to work in connection with the services requested herein. The Contractor should complete the applicable portions of **Appendix O** Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Appendix O** must be submitted prior to an award of a contract. In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid affidavit of Work Authorization is necessary to award any new contracts.

If the Contractor’s business status changes during the life of the Contract to become a business entity as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the Contract: (a) enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and (b) Provide to the STO the documentation required in **Appendix O** entitled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming Contractor’s enrollment and participation in the E-Verify federal work authorization program; and (c) Submit to the STO a completed, notarized Affidavit of Work Authorization as provided in **Appendix O**.

7. Contractors with the State of Missouri must comply with Executive Order #04-09 pertaining to outsourcing of employment. (The executive order may be viewed at www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp) Failure to comply may

result in appropriate action including cancellation of the Contract resulting from this RFP.

8. The STO will not contract for goods or services with a Contractor if the Contractor or any affiliate of the Contractor fails to properly pay or to collect and remit taxes owed to the State of Missouri. Contractor's failure, or the failure of any affiliate to the Contractor, to maintain good standing with the State of Missouri Department of Revenue may result in appropriate action including cancellation of the Contract resulting from this RFP.

9. The parties are advised and acknowledge that pursuant to the Missouri Sunshine Law, Sections 610.010 – 610.035 RSMo, upon execution of the Contract, the Contract (including any and all materials provided by a bidder in the RFP process) and all records related to the Contract are considered to be an open record and will be made available in response to public information requests. Records and documents, including business financial statements, submitted to the Missouri State Treasurer's Office relating to financial investments in a business, sales figures or projections or other business results or business plan information, the disclosure of which may have a negative impact on the competitiveness of the business are closed records for purposes of the Missouri Sunshine Law.

The STO shall have no obligation to contact or inform any bidder prior to providing the bidder's Contract documents in response to a public records request.

F. ASSUMPTION OF LIABILITY, INSURANCE AND INDEMNIFICATION

1. The Contractor shall be responsible for any and all claims, actions, liability injury or damage (including court costs and attorneys' fees) incurred as a result of the Contractor's breach of the Contract, negligence or willful misconduct in providing any service rendered under the terms and conditions, requirements or specification of the Contract. In addition to the liability imposed upon the Contractor for personal injury, bodily injury (including death) or property damage suffered as a result of the Contractor's performance under the Contract, the Contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every claim, expense, action, liability, injury or damage arising out of any negligent act or any willful misconduct of the Contractor. The Contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission or willful misconduct committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the Contract. However, the Contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission or willful misconduct committed by the STO. This provision is not intended to waive any claim of sovereign immunity to

which a public entity is entitled under Missouri or federal law.

2. The Contractor shall maintain adequate liability insurance to protect the State of Missouri, its agencies, its employees, its assigns, its clients, and the general public against any loss, damage, and/or expense related to its performance under the Contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, errors and omissions, professional liability, etc. **The State of Missouri shall be a named party on the policy and written evidence of the insurance coverage shall be provided by the Contractor to the STO (such as a certificate of insurance).** The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the Contract. In the event the insurance coverage is in any way changed, the STO must be notified by the Contractor immediately.

G. PROPOSAL ACCEPTANCE OR REJECTION

The STO reserves the right, in its sole discretion, to accept or reject any proposals, in whole or part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified bidders in any manner necessary to serve the best interests of the State of Missouri. The STO also reserves the right, in its sole discretion, to award a Contract based on the written proposals received without prior discussions or negotiations.

H. PROPOSAL PREPARATION COSTS

The STO will not reimburse any bidder responding to this RFP for costs incurred in preparing documentation, making presentations, or any other costs incurred as a result of this RFP.

I. INSTALLATION AND CONVERSION COSTS

Any equipment installation, software or data file conversions, or any other costs associated with start-up and implementation shall be the responsibility of the Contractor.

J. REPLACEMENT EQUIPMENT AND TRAINING

1. If requested by the STO, the Contractor shall upgrade any software provided under the Contract. In addition, the Contractor shall provide the training and user manuals necessary to effectuate the replacement or conversion of software.
2. As requested by the STO, the Contractor shall provide periodic training or retraining of STO, DSS and/or Lottery personnel, or, when appropriate, personnel of other state agencies, in the use and operation of the equipment, software, or systems provided under the Contract.
3. In the event that the Contractor's systems or any of its components are rendered permanently inoperative, the Contractor must have the capability to reconstruct necessary data files and operate on replacement equipment within one (1) calendar day of any disaster.

K. SUBSTITUTION OF PERSONNEL

The STO's agreement to the Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. In the event that any of the specific individuals and/or personnel qualifications change, Contractor must immediately notify STO. The Contractor further agrees that any substitution of individuals or personnel qualifications made pursuant to this paragraph must be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the STO of the substitution's performance potential. STO reserves the right to reject any substitutions of individuals or personnel qualifications made if those substitutions, in the discretion of STO, are not equal to or better than originally proposed. Failure of the Contractor to utilize individuals and personnel qualifications that are equal to or better than originally proposed shall entitle the STO to terminate the Contract pursuant to Section III.B, Item 3.

L. REVIEW OF SERVICES

The STO will conduct quarterly service reviews with the Contractor. Such reviews will include a review of the quality of services and discussion of any specific concerns of the STO or the Contractor, and will be documented in a mutually agreed upon format.

M. ASSIGNMENT

The Contractor will not assign any interest in the Contract nor transfer any interest, whatsoever, in the same (whether by assignment or notation) without prior written consent

of the STO.

N. JURISDICTION

Each party irrevocably and unconditionally (i) submits to the exclusive jurisdiction of any United State Federal or Missouri State court sitting in Cole County, Missouri, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement; and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

O. CONFLICT OF INTEREST

The Contractor covenants that it presently has 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 Contractor further covenants that no person having any such known interest shall be employed by the Contractor or conveyed an interest, directly or indirectly, in the Contract.

P. ESTIMATED VOLUMES

Any statistics or estimates of workload in this RFP are for informational purposes only and do not imply that they accurately represent expected future activity.

Q. COLLATERAL

Collateral acceptable to the STO (see **Appendix K**) will be required on the total of any compensating balances and any other funds (collected and uncollected) in STO and Lottery accounts covered by this contract in excess of FDIC insurance coverage. Funds in sweep repurchase agreements must be secured in accordance with Article IV, Section 15 of the Missouri Constitution by United States Treasury obligations or obligations of United States government agencies or instrumentalities. Similar products or services offered must be appropriately collateralized or secured in accordance with Missouri law. The acceptable collateral listing is located on the STO's website <http://www.treasurer.mo.gov/link/time.pdf> and is subject to change.

IV. COMPENSATION

A. METHOD OF COMPENSATION

1. The Contractor must uphold all service and pricing commitments. All costs bid are firm, fixed costs for the duration of the Contract period (including available renewal periods).
2. The State Treasurer's Office (STO) shall strive to maintain an average daily collected balance with the Contractor throughout the service period sufficient to compensate the Contractor for services provided which are the responsibility of the STO. The level of compensating balance shall be based upon the volume of services provided, agreed-upon prices, earnings credit rate (ECR), and required reserves. Balances will be reviewed monthly and adjusted as needed to approximate the level of service activity.
3. The ECR on balances maintained in all accounts shall be quoted at a spread from the average of the yields from the regular 3-month Treasury Bill auctions of the preceding month. (See Pricing Table 1 in **Appendix I**) The ECR shall be verified with the STO before preparation of an account analysis.
4. If end of day balances in the account(s) with the Contractor are swept on a daily basis into a separate zero interest repurchase agreement account(s), the repurchase agreement account(s) shall not be assessed charges for reserve requirements or FDIC insurance premiums; balances in the repurchase agreement account(s) shall be included in determining the compensating balance on deposit with the Contractor; and the Contractor will enter into a Master Repurchase Agreement with the STO. A model of this document can be found in **Appendix M**.

B. PRICE ADJUSTMENTS

1. All prices included in the proposal are effective for the entire term of the Contract, including available renewal periods, unless otherwise specified below.
2. If included in the proposal, the Contractor may request an adjustment for changes in pass-through charges. The Contractor shall submit documentation verifying such rates when requesting adjustment.
3. Prices for any changes or additional services during the Contract period (including the

available renewal periods) shall be negotiated between the STO and the Contractor, documented in writing, and signed by both parties.

C. CHANGE IN METHOD OF COMPENSATION

The STO currently compensates contractors on a compensating balance basis. During the term of the Contract, the STO specifically reserves the right to switch from the compensating balance format described in this section IV to a direct fee-for-service format.

There shall be no change to the prices indicated in this proposal should there be a subsequent change to a direct fee-for-service method.

V. PROPOSAL CONTENTS AND SELECTION

A. GENERAL CONSIDERATIONS

1. Each of the mandatory requirements contained in Section II.B. must be initialed by the authorized bank officer signing the bid to indicate the bidder's acceptance to perform the requirement as stated.
2. Bidders must prepare concise and complete written responses to each of the specific questions for bidders contained in Section II.C. Responses should be numbered in the same manner as the questions and will be used in evaluating each bidder's proposed method of performance. The responses to the questions shall also be submitted in Microsoft Word format or Portable Document Format (PDF) to facilitate the evaluation process.
3. Bidders are free to recommend any changes to approach or systems which they believe would be beneficial or cost-effective to the State. This can include recommendations for enhancing, streamlining or eliminating redundant or superfluous processing or reporting, and opportunities for integrating services or systems. Bidders should note, however, that proposals will be evaluated and the Contractor will be chosen on the basis of the Contractor's commitment to meet and deliver the mandatory service requirements at the most competitive price. Thus, recommendations which increase the cost of a proposal beyond that necessary to meet and deliver the mandatory service requirements may place the bidder at a competitive price disadvantage relative to bidders who price their proposals strictly in terms of the mandatory service requirements. The State shall be the final and sole arbiter of whether such alternative solution proposals meet the State's requirements and are cost effective.
4. **Bidders may submit more than one proposal.** Additional proposals may be prepared in an abbreviated form following the same format as the primary proposal (which shall be labeled as such), but containing only that information that differs in a substantive way from that contained in the primary proposal. Each proposal must be bound separately and prepared in accordance with Part B of this section.
5. Bidders may submit a proposal that does not satisfy all of the specific mandatory requirements of the RFP by offering an alternative solution to the approach depicted in the RFP. Such proposals must be clearly identified by the bidder as "Alternative Solution Proposals". In all cases to be considered for evaluation, alternative solution proposals must clearly meet the intent of the mandatory requirements of the RFP, be

cost effective, as well as meeting the overall objectives of the procurement and the State's needs as stated in Section II, the Scope of Services. Alternative solution proposals must be prepared in accordance with Part B of this section. The State shall be the final and sole arbiter of whether such alternative solution proposals meet the State's requirements and are cost effective.

6. Eligibility Requirements for Bidders

- a. In addition to the requirements detailed elsewhere in this RFP, all bidders must include in their proposals a certified statement attesting to the following:
 - (1) The bidder is either a federal government or state government chartered banking institution.
 - (2) The bidder has a full-service banking facility in the State of Missouri.
 - (3) The bidder is a federally insured financial institution.
 - (4) The bidder complies with Federal Regulation guidelines indicating bidder is well capitalized.
 - (5) The bidder has a Community Reinvestment Act (CRA) rating of "satisfactory" or better for the most recent examination conducted.
 - (6) The bidder has sufficient equity capital to hold the compensating balances required by the bidder's proposal.
- b. If the bidder intends to utilize the services of a related financial institution (i.e., a bank within the same holding company as the bidder) in the bidder's proposed method of performance, the bidder must also include a certified statement attesting to the information described in (1)-(6) immediately above for the related institution, and must provide copies of the most recent Annual Report, Call Report, CRA Statement, and CRA Public Disclosure for such related institution.
- c. All bidders who intend to submit responses to this RFP **must attend** the bidders' conference on April 11, 2012. Please see I.B. for details.
- d. All bidders must be prepared to schedule and deliver a presentation to the STO. The presentation, if scheduled, will encompass a review of the bidder's systems, the processes to be used in handling the State's accounts and deposits, and an introduction to the staff who will be involved in servicing the STO's Contract and relationship with the bidder. Presentations may be scheduled with the top two (2) to three (3) successful bidders at the STO's discretion. Presentations are currently scheduled to occur May 21 – 25, 2012. The STO is in no way obligated to schedule

bidder presentations, and the STO can select a proposal without viewing a presentation from the bidder. All costs surrounding the presentations are the bidder's sole responsibility.

7. **Bidders are advised that upon execution of a contract, all information submitted in response to this Request for Proposal is considered an open record under Missouri Law and will be made available in response to public information requests. See section III.E, Item 9.**

B. FORMAT AND SUBMISSION OF PROPOSAL

1. The selection procedure for this procurement requires that evaluation of the proposed method of performance be completed before consideration of a bidder's pricing proposal. Consequently, each proposal must be submitted in two (2) volumes as indicated below.

- a. Volume I – Proposed Method of Performance

- (1.) This volume must contain sufficient information to enable the evaluators to evaluate the proposal in accordance with the mandatory requirements and the evaluation criteria listed in section V., part D. It should be prepared in a clear and concise manner and should address all appropriate aspects of this RFP **except pricing**.
- (2) This volume should be organized into distinctive sections as outlined below.
 - I. Cover or Transmittal Letter
 - II. Eligibility Certification (see V.A.6.)
 - III. Acceptance of Mandatory Requirements at II.B.
 - IV. Responses to Specific Questions at II.C.
 - V. Proposed Method of Performance and Other Supplementary Information (see V.F.)
 - VI. Disaster Recovery (see Section II.C.15.)
 - VII. Community Investment (see V.H., and **Appendix L**)
 - VIII. Desired Contracts and Agreements (see Part II.C.18.c.)
 - IX. Completed applicable portions of the Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization (see section III.E.6 and **Appendix O**)

- b. Volume II – Pricing Proposal

- (1) This volume must contain the completed pricing tables (**Appendix I**) as well as any other charges or pricing applicable to the STO with volume assumptions included. *(If volume assumptions are not included and documented, the contractor will not be able to charge more than the extended cost on the pricing table for any single year during the contract period.)*
 - (2) This volume should be organized into distinctive sections as outlined below.
 - I. Completed Pricing Tables (**Appendix I**)
 - II. Other Supplemental Pricing Information (including documentation of any volume assumptions made)
 - (3) This volume must be submitted in a separate, sealed envelope, clearly labeled “Pricing Proposal” on the outside of the envelope. (Only the original copy of this volume is required.)
2. Proposals must be priced, signed by a bank officer with authority to bind the Contractor to the State by contract, sealed, and returned (in the volumes indicated and with all necessary attachments) to the STO by **11:00 a.m. CST, April 30, 2012**.
 - a. In addition to the original proposal, the bidder should include five (5) hard copies of Volume I of the proposal. Only the original copy of Volume II is required.
 - b. Volume I of the proposal shall be submitted in a three- (3) ring loose-leaf binder. Volume II shall be submitted in a separate folio or folder, sealed, and clearly labeled as “Pricing Proposal” on the outside of the sealed envelope or folio. Proposals shall be prepared on 8 1/2 x 11 inch paper using a legible font.
 - c. In addition to the above, Bidders are required to submit one CD-ROM or flash drive containing the Bidder’s entire proposal(s). (If any discrepancies between the hard (paper) copy and the electronic copy are discovered, the hard (paper) copy will prevail.)
 3. The bidder shall respond to this RFP by submitting all data required. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.

C. CLARIFICATION OF REQUIREMENTS

1. Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be directed in writing to Nicole Hackmann, Director of Banking via e-mail to STORFP@treasurer.mo.gov . This is the only method of communications that will be accepted.
2. **Bidders are cautioned not to contact employees of the STO, employees of other state agencies, members of the General Assembly, or any members of the evaluation committee concerning this procurement during the competitive procurement and evaluation process. Such contact may cause the bidder's proposal to be rejected.**
3. The bidder is advised that the only official position of the STO is that position which is stated in writing and issued by the STO as a RFP and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

D. EVALUATION PROCESS

1. After determining that a proposal satisfies the mandatory requirements stated in this RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP will be based on the evaluation criteria stated below:

Price	50%
Proposed Method of Performance	20%
Experience, Quality and Reliability	25%
Community Investment	5%

Any cost-effective suggestions to improve current systems may be used to select one bidder over another if scoring is tied.

2. After an initial screening process, if deemed necessary, the STO and the evaluation committee may ask a bidder to clarify or verify elements of the bidder's proposal to develop a more comprehensive assessment of the proposal. Such a request will be delivered via e-mail to the officer signing the proposal, and will generally require a **48-hour turnaround** of the bidder's response.
3. The STO reserves the right to consider historic information and facts, whether gained

from the bidder's proposal, question and answer conferences, references, or any other source, in the evaluation process.

4. It is the bidder's sole responsibility to submit information related to the evaluation categories and the STO is under no obligation to solicit such information if it is not included with the bidder's proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder's proposal, up to and including rejection of the bidder's proposal.
5. In the event that only one (1) proposal is received in response to this RFP, the STO reserves the right to cancel the bid process or to negotiate the terms and conditions, including the price, as proposed in the sole bidder's proposal. In addition, as part of such negotiations, the STO reserves the right to require supporting cost, pricing and other data from the bidder in order to determine the reasonableness and acceptability of the proposal.

E. PRICING

1. The bidder must complete the pricing tables (**Appendix I**) of this RFP and submit them with the proposal in a separate sealed envelope or folio. Any pricing involved in providing required services must be reflected on the pricing tables. All costs must be portrayed.
 - a. The bidder must quote a firm, fixed price for each identified transaction, multiply it by the indicated volume, and state an estimated annual cost for each transaction.
 - b. For any service listed that has no charge or does not apply, insert zero for the unit price and estimated annual cost.
 - c. Where appropriate, the bidder must quote a firm, fixed price for providing a system.
 - d. The bidder must include a proposed ECR as defined in section IV. part A., Method of Compensation.
2. Any cost and/or pricing data submitted or related to the bidder's proposal including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation if deemed by the STO to be in the best interests of the State of Missouri.

3. The Total Package Price will be determined by adding together the annual transaction charges (i.e., the extended transaction charge prices, if any, factored in the calculation) and calculating the required compensating balance by applying any spread bid from the ECR.

F. PROPOSED METHOD OF PERFORMANCE

1. Proposals will be evaluated based on the bidder's distinctive plan for performing the requirements of the RFP.
2. The bidder must initial mandatory items listed in Section II.B. and must present written responses to the questions posed in section II.C.
3. In addition to responding to the mandatory requirements and questions posed, the bidder must specifically describe and provide examples (when applicable) of the following items. This information shall be included in the Supplementary Information section of the Proposed Method of Performance.
 - a. Describe the systems, including flow charts where helpful, that support proposed data processing systems.
 - b. If appropriate, discuss any potential improvements in approach, integration of services, or elimination of data or report duplications.
 - c. Describe the training, user manuals and documentation to be provided with applications.
 - d. What differentiates your service from that of other check disbursement providers?

G. COMMUNITY INVESTMENT

1. All bidders must complete and include with their proposal the Community Investment Questionnaire located in **Appendix L**.
2. Proposals must include the bidder's most recent Community Reinvestment Act (CRA) Summary Statement and CRA Public Disclosure received from the bidder's rating regulatory agency with the completed **Appendix L** from item #1 above.

VI. Glossary of Terms

Term or Abbreviation	Definition
1. ACH	Automated Clearing House.
2. Alternative Solution	A proposed method or procedure to meet the needs or intent of the mandatory requirements of the request for proposal (RFP).
3. ANSI ASC X12	American National Standards Institute, Accredited Standards Committee X12. The X12 committee was chartered to develop uniform standards for inter-industry electronic exchange of business transactions-electronic data interchange (EDI).
4. BAI	Bank Administration Institute.
5. Bank	A financial institution.
6. Banking Day	The standard day of operation of the federal reserve system.
7. Bidder	The business entity or organization responding to the request for proposal submitted to the STO. (If awarded the contract, the bidder may also be known as the “Contractor”.)
8. Check	Any written document instructing a bank to pay money from the payor’s account.
9. CCD	Cash Concentration and Disbursement.
10. Collected Balance	The difference between ledger balances and deposit float.
11. Collection Accounts	Depository Accounts maintained by the STO for agencies with an office outside of Jefferson City. The agencies deposit monies received locally, report the deposits to the state account system, and the STO initiates ACH debits to the accounts to consolidate funds for investment.
12. Community Investment	The contribution a financial institution makes to the community it serves.
13. Contract	Collectively refers to: the Depository Contract, Pledge Agreement, Demand Deposit Contract and contract for Banking Services; the RFP and any amendments thereto issued by the State Treasurer’s

Term or Abbreviation	Definition
	Office; the Contractor’s response to the RFP including any and all attachments and additional responses.
14. Contractor	The business entity or organization that is awarded the contract to perform the services specified within the request for proposal. (The Contractor may also be referred to as the “bidder” prior to contract award.)
15. CRA	Community Reinvestment Act
16. CST	Central Standard Time
17. CTX	Corporate Trade Exchange
18. Custodial Services	Custody services provided for the safekeeping of securities owned by the STO.
19. Daylight Overdraft Limit	An intra-day overdraft limit approved by the financial institution.
20. DDA	Demand Deposit Account
21. Delete	To stop or remove a transaction from an outgoing ACH origination file as to prevent the transaction from leaving the Contractor’s facility and the State’s bank account.
22. DFI	Depository Financial Institution
23. Direct Deposit Accounts	An account with no checking privileges. At a minimum, account holders should be able to have paychecks direct deposited and make withdrawals by automated teller machine (ATM) or debit card.
24. Division of Finance	The state agency responsible for oversight of financial institutions within the State of Missouri.
25. DIFP	The Department of Insurance, Financial Institutions, and Professional Registration located in Jefferson City.
26. Disbursement	The act of paying out funds.
27. DOR	The Department of Revenue of the State of Missouri, located in Jefferson City.
28. DSS	The Department of Social Services of the State of Missouri, located in Jefferson City.

Term or Abbreviation	Definition
29. ECR	Earnings Credit Rate
30. End of Contract	The end of the contract may occur at the expiration of the contract period or extension thereof; termination or cancellation of the contract; or other event that causes the contractual relationship between the STO and the Contractor to cease.
31. Experience and Reliability	The terms applied to the knowledge, practice and dependability of a proposed bidder to perform those specific requirements identified within the request for proposal (RFP).
32. FDIC	Federal Deposit Insurance Corporation
33. FFIEC	Federal Financial Institution Examination Council
34. FTP	File Transfer Protocol
35. Hot Site	Alternative processing location in the event of an event that interrupts processing and/or service at the primary processing location.
36. IDC	One of the nationally recognized statistical rating organizations (NRSRO's) recognized by the Securities and Exchange Commission, which provides credit ratings of U.S. financial institutions.
37. IP	Internet Protocol
38. JES	Job Entry System
39. Ledger Balance	The bank balance that reflects all accounting entries that affect a bank balance, regardless of any deposit float.
40. Lottery	The Missouri Lottery located in Jefferson City, Missouri
41. Mandatory Requirements	Those specific methods or procedures required by the State Treasurer's Office (STO) and defined in Section II. B. of this request for proposal (RFP) to ensure that the State of Missouri's needs are met by the disbursement services Contractor.
42. MoDOT (DOT)	The Missouri Department of Transportation located in Jefferson City, Missouri

Term or Abbreviation	Definition
43. Moody's	One of the nationally recognized statistical rating organizations (NRSRO's) recognized by the Securities and Exchange Commission, which provides credit ratings of fixed-income securities and major US companies.
44. NACHA	National Automated Clearing House Association. The governing body responsible for oversight and rulemaking surrounding ACH processing.
45. NAUPA	National Association of Unclaimed Property Administrators
46. NOC	Notification of Change
47. NSRSO	Nationally Recognized Statistical Rating Organizations recognized by the Securities and Exchange Commission.
48. OA	The Office of Administration of the State of Missouri located in Jefferson City.
49. OCC	Office of the Comptroller of the Currency
50. PCI	Payment Card Industry
51. PCI DSS	Payment Card Industry Data Security Standards
52. PPD	Prearranged Payment or Deposit
53. PR	The Division of Professional Registration which is responsible for licensing and oversight of specified professions within the State of Missouri located in Jefferson City.
54. Prenote	A prenotification entry sent prior to the initiation of the first ACH entry. Sent to a receiver's account providing notice that one or more entries will be initiated based on the receiver's authorization.
55. Pricing	The dollar amount affixed by the bidder to a prescribed service or requirement of the State Treasurer's Office included in the request for proposal. All costs bid are firm, fixed costs for the duration of the contract period.
56. Proposed Method of Performance	The distinctive plan for performing the requirements of the request for proposal (RFP) as defined by the proposed bidder.
57. Reasonable Fee	The reasonable cost or limitation placed upon a service to be

Term or Abbreviation	Definition
	performed in execution of a duty.
58. Repurchase Agreement (Repo)	The sale of a security by a dealer to an investor with an agreement to buy the security back from the investor at a specific time and at a price that will result in a pre-determined yield to the investor.
59. Resend	Reinitiation of a returned ACH transaction.
60. Response to Proposal	The official request document submitted by bidders to acknowledge their interest in performing services for the STO and documenting their ability to perform the services request in the STO's Request for Proposal.
61. Reversal	A credit or debit ACH entry that reverses an erroneous entry.
62. RFP	Request for Proposal.
63. SDC	The State Data Center of the State of Missouri, a section within the Office of Administration (OA) located in Jefferson City.
64. SFTP	Secure File Transfer Protocol
65. SIFMA	Securities Industry and Financial Markets Association
66. SNA	Systems Network Architecture
67. SOS	The Office of the Missouri Secretary of State located in Jefferson City, Missouri
68. SSH	Secure Shell
69. SSL	Secure Sockets Layer
70. Standard & Poor's (S&P)	One of the nationally recognized statistical rating organizations (NRSRO's) recognized by the Securities and Exchange Commission, which provides credit ratings of fixed-income securities and major US companies.
71. STAR	A MoDOT revolving loan program granting low-interest loans for non-highway related transportation projects.
72. State	The State of Missouri
73. State Fiscal Year	The State's annual accounting period of July 1 through June 30.

Term or Abbreviation	Definition
74. STO	The Office of the Missouri State Treasurer located in Jefferson City, Missouri.
75. STO Account Number	STO assigned 7-digit account numbers applicable to the STO routing number.
76. Timely Manner	A reasonable period of time for a desired outcome to occur or to be accomplished.
77. TLS	Transport Layer Security
78. Trapped	To segregate or “trap” items for reporting purposes.
79. TXP	Tax Payment banking convention.
80. Well Capitalized	As determined by the FDIC, an insured depository institution is "well capitalized" if it significantly exceeds the required minimum level for each relevant capital measure.
81. WIC	A nutritional program for women, infants and children operated by the Department of Health and Senior Services.
82. Wire	A wire transfer initiated through the FedWire system.
83. ZBA	Zero balance account. An account that may have deposit and/or disbursement activity, in which the balance in the account is maintained at zero by daily transfers of funds to and from a master account at the same financial institution.

VII. APPENDICES

- A. List of Demand Deposit Accounts Required
- B. Crosswalk from STO Assigned Account Numbers
- C. Significant Activity Indicators
- D. Flowchart for Funding Flows and Account Relationships
- E. Sample Receipt Report for STO Routing Number
- F. File Transmission Information
- G. Sample Depository Contract, Pledge Agreement, and Contract for Banking Services
- H. Sample Return Item Notification
- I. Pricing Tables
- J. File Total Information
- K. Acceptable Collateral
- L. Community Investment Questionnaire
- M. Sample Collection Entry Report
- N. Sample Transaction Totals Correspondence
- O. Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Appendix A

List of Demand Deposit Accounts Required

Appendix A

List of Demand Deposit Accounts Required

Account #	Account Title	Program Type		File Transmission Requirements			Reporting Requirements			Money Transfers			Account Balance Actions			Security					
		Receipts	Disbursements or Collection	Concentration	ACH File Created by State	SEC used for filing by state	Collection Entry Report	Return Items File	Incoming ACH Forward Report	OnLine Reporting	Fax Return Items	Fax Wire Transfers	Manual ACH Initiation (SEC Format)	Outgoing Wire Transfer Initiation	Account Transfers	ZBA to Master Account	Account Stacks Along	STO Routing Map	Debit Block	Debit Filter	ACH Details Report STO Approval
1	STO Master Account	X	X	X					X			X	X					X			
2	STO Electronic Receipts Account	X					X		X						X		X			X	
3	DIFP Professional Registration Account	X							X						X		X			X	
4	DOR Corporate Estimated Tax Account	X							X						X		X			X	
5	DOR Credit Card Receipts Account	X							X						X		X			X	
6	DOR Employer Withholding Tax Account	X							X						X		X			X	
7	DOR Miscellaneous Tax Electronic Receipts Account	X							X						X		X			X	
8	DSS Kids Program Receipts For Alternative Care Children Account	X							X						X		X			X	
9	DSS SSA Dedicated Account	X							X						X		X			X	
10	DIFP Insurance Licensing Account	X							X						X		X			X	
11	STO Electronic Disbursement Account	X						X	CTX, PPD	X	X				X		X			X	
12	DSS Electronic Disbursement Account	X						X	PPD, CGD	X	X				X		X			X	
13	Trust Funds Electronic Payment Account	X						X	CTX	X	X				X		X			X	
14	STO Concentration Account	X		X				X	CGD	X	X				X		X			X	
15	DSS Debt Programs Settlement Account	X		X				X	PPD	X	X				X		X			X	
16	Literary Concentration Account	X		X				X	PPD	X	X				X		X			X	
17	MidDOT STAR Payment Program Account	X		X							X	X	X		X		X			X	
18	SOS ACH Payment Programs Account	X		X				X	CGD	X	X				X		X			X	
19	STO Trustee, Federal Payroll Tax Account	X		X							X				X		X			X	
20	OASDHI Account	X		X							X				X		X			X	
21	STO Federal Debt Programs Account	X		X							X				X		X			X	
22	DHSS WIC Account	X		X							X				X		X			X	
23	DSS Electronic Benefits Account	X		X							X				X		X			X	

Appendix B

Crosswalk from STO Assigned Account Numbers

Appendix B

Crosswalk from STO Assigned Account Numbers

Accounts set up under the STO transit routing number:		086507174
Sample STO Account #	Account Name	Bank DDA Account #
	STO Electronic Receipts Account:	?
✓	0000001 Lt. Governor	
✓	0000002 Secretary of State	
✓	0000003 QA Accounting	
✓	0000004 DESE - Accounting	
✓	0000005 DESE - Voc Rehab	
✓	0000006 Agriculture	
✓	0000007 Agriculture - State Fair	
✓	0000008 Conservation	
✓	0000009 Corrections	
✓	0000010 DED - Block Grant	
✓	0000011 DED - Workforce Development	
✓	0000012 Health	
✓	0000013 Higher Education	
✓	0000014 Insurance	
✓	0000015 DOLIR - Commission on Human Rights	
✓	0000016 DESE - Missouri Assistive Technology	
✓	0000017 DOLIR - Div. Of Employment Security	
✓	0000018 DOLIR - Div. Of Labor Standards	
✓	0000019 DOLIR - Second Injury Fund Surcharge	
✓	0000020 Mental Health	
✓	0000021 Natural Resources	
✓	0000022 Public Safety - Director's Office	
✓	0000023 Revenue	
✓	0000024 Social Services - Budget and Finance	
✓	0000025 MODOC	
✓	0000026 Gaming Commission	
✓	0000027 State Treasurer	
✓	0000028 Attorney General	
✓	0000029 Veterans Commission	
✓	0000030 State Courts	
✓	0000031 Public Safety - Highway Safety	
✓	0000032 Public Safety - Water Patrol	
✓	0000033 Public Safety - Adjutant General	
✓	0000034 Public Safety - SEMA	
✓	0000035 Public Safety - Highway Patrol	
✓	0000036 QA - ITSD	
✓	0000037 QA - Mo Ethics Commission	
✓	0000038 DIFF - Div of Finance	
✓	0000039 Public Safety - Fire Safety	
✓	0000040 Western District Court of Appeals	
✓	0000041 Eastern District Court of Appeals	
✓	0000042 Southern District Court of Appeals	
✓	0000043 Supreme Court	
✓	0000044 DIFF Professional Registration Receipts Account	3
✓	0000045 DOR Corporate Estimated Tax Payment Program Account	4
✓	0000046 DOR Credit Card Receipts Account	5
✓	0000047 DOR Employer Withholding Tax Account	6
✓	0000048 DOR Miscellaneous Tax Electronic Receipts Account	7
✓	0000049 DSS Kids Program Receipts Account	8
✓	0000050 DSS SSA Dedicated Account	9
✓	0000051 DIFF Insurance Licensing Account	10
✓	0000052 STO Trustee, Federal Payroll Tax Account	19
✓	0000053 QASDHI Account	20
✓	0000053 Federal Debit Programs Account	21

Appendix C

Significant Activity Indicators

Appendix C

Significant Activity Indicators Annual Volumes

2011 Account Relationship Summary (Units)														
	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
General Services														
Account Maintenance (includes monthly statement)	26	25	25	25	25	25	25	24	24	24	24	24	24	296
Credits (Deposits & Credits)	152	120	91	134	191	217	118	101	112	125	114	99	99	1,574
Debits (Other Debits)	51	144	53	51	51	55	56	55	48	30	30	30	30	671
Book Transfer ACH	30	30	30	30	30	30	30	30	30	30	30	30	30	360
Maintenance ZBA Master Account	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Maintenance ZBA Accounts (per account)	15	15	15	15	15	15	15	15	15	15	15	15	15	180
Overnight Repo Sweep (per account)	7	7	7	7	7	7	7	6	6	6	6	6	6	79
														7
ACH Services														
ACH Credits and Debits Received via Fed	32,723	24,812	25,281	32,417	24,954	25,477	33,203	27,353	25,888	33,671	25,798	26,350	26,350	337,937
ACH Credits and Debits Received and Posted	3,418	3,884	4,774	5,235	3,705	4,737	4,638	4,769	5,378	3,818	4,443	5,340	5,340	54,139
ACH Addenda Received (via Fed only)	42,445	33,746	36,137	42,016	35,189	35,157	43,101	38,693	39,479	45,453	34,071	35,547	35,547	462,034
ACH Receipt Files (NACHA Format)	9	9	9	9	9	9	9	9	9	9	9	9	9	108
ACH Items Originated	278,524	592,070	489,292	414,583	235,371	243,383	216,081	224,585	217,874	223,081	222,066	217,216	217,216	3,574,128
ACH Addenda Originated	monthly counts not available													297,844
ACH Transmission Output (collection entry report)	8	7	7	7	7	7	7	7	7	7	7	7	7	85
ACH Origination Monthly Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	1	12
ACH NOD Documents	895	4,641	3,987	2,739	738	242	176	116	130	164	81	98	98	14,007
ACH Return Items Processed	952	2,943	2,529	2,125	1,064	582	573	524	547	588	516	496	496	13,439
ACH Return/DOC File Transmission	7	7	7	7	7	7	7	7	7	7	7	7	7	84
ACH Return/DOC Transmission per item	1,847	7,584	6,516	4,864	1,802	824	749	640	677	752	597	594	594	27,446
ACH Trans Change/DirRev (Adjustment Requests)	73	95	70	70	84	85	87	103	85	102	103	63	63	1,020
EDI Monthly Maintenance - A attends record reporting	1	1	1	1	1	1	1	1	1	1	1	1	1	12
ACH Debit Blocks and Filers - Monthly Fee per account	20	20	20	20	20	20	20	20	20	20	20	20	20	240
														78
Wire Transfer Services														
Wire Transfer Incoming	107	82	93	93	97	105	59	53	59	68	61	55	55	932
Wire Transfer Outgoing - Manual														-
Wire Transfer Outgoing	43	39	47	47	46	51	50	63	40	30	30	36	36	522
Wire Initiation - Monthly Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	1	12
														44
														1
Information Services														
Current Day Balance Reporting Base Fee	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Current Day Detail Per Item	monthly counts not available													-
Prior Day Balance Reporting Base Fee	1	1	1	1	1	1	1	1	1	1	1	1	1	12
Prior Day Detail Per Item	monthly counts not available													-
Daily Statement	26	25	25	25	25	25	25	24	24	24	24	24	24	296
														25
Other Services														
Fed ACH Processing fee (passthrough)	\$ 261.84	\$ 227.97	\$ 232.77	\$ 260.39	\$ 230.51	\$ 231.84	\$ 264.09	\$ 243.57	\$ 239.42	\$ 268.83	\$ 231.04	\$ 234.70	\$ 234.70	

Appendix C

Significant Activity Indicators STO Routing Number Activity

Federal Reserve Statement	2011												Total	Average		
	January	February	March	April	May	June	July	August	September	October	November	December				
Electronic Access	1	1	1	1	1	1	1	1	1	1	1	1	1	1	12	1
Fedmail Email																
ACH																
Return Originated	0	0	0	0	1	0	0	1	0	0	0	0	0	0	4	0
Large Vol. - Return Orig.	1	2	0	0	0	0	0	0	0	0	0	0	0	0	7	1
Addenda Originated	1	2	0	0	1	0	0	1	0	0	0	0	0	0	11	1
Item Received	32,723	24,812	25,281	32,417	24,954	25,477	33,203	27,353	25,898	33,671	25,798	26,350	26,350	337,937	28,161	
Addenda Received	42,445	33,746	36,137	42,016	35,189	35,157	43,101	39,693	39,479	45,453	34,071	35,547	35,547	462,034	0	
FedACH Settlement Service	1	1	1	1	1	1	1	1	1	1	1	1	1	12	1	
Account Servicing	1	1	1	1	1	1	1	1	1	1	1	1	1	12	1	
NACHA Admin Network Fee/Entry	32,726	24,817	25,281	32,418	24,956	25,477	33,204	27,357	25,900	33,680	25,816	26,352	26,352	337,984	28,165	
Total Fed Passthrough Charges	\$ 261.84	\$ 227.97	\$ 232.77	\$ 260.39	\$ 230.51	\$ 231.84	\$ 264.09	\$ 243.57	\$ 239.42	\$ 268.83	\$ 231.04	\$ 234.70	\$ 234.70	\$ 2,926.97	\$ 243.91	

Appendix C

Significant Activity Indicators Income ACH Volume for February and March 2012

February 2012			March 2012		
	Credits	Debits		Credits	Debits
1	\$ 20,616,502.44	\$ 18,820,391.57	1	\$ 241,254,686.74	\$ 17,873,545.60
2	\$ 260,772,023.23	\$ 74,067.34	2	\$ 24,050,972.38	\$ 2,165.52
3	\$ 77,824,530.40	\$ 20,241.05	3		
4			4		
5			5	\$ 86,167,124.57	\$ 6,547.02
6	\$ 24,102,394.37	\$ 28,888.34	6	\$ 29,858,532.17	\$ 13,835.24
7	\$ 28,141,112.14	\$ 2,996.85	7	\$ 8,666,050.03	\$ 3,414.31
8	\$ 11,389,740.18	\$ 6,556.93	8	\$ 26,134,421.47	\$ 4,334.07
9	\$ 21,645,659.26	\$ 4,142.15	9	\$ 24,015,571.23	\$ 5,539.24
10	\$ 47,140,290.73	\$ 5,019.67	10		
11			11		
12			12	\$ 50,934,469.58	\$ 2,864.21
13	\$ 24,740,298.24	\$ 14,724.50	13	\$ 15,980,305.08	\$ 3,019.46
14	\$ 5,357,314.46	\$ 4,071.69	14	\$ 7,935,042.54	\$ 2,426.13
15	\$ 43,550,587.00	\$ 1,821.90	15	\$ 54,238,394.70	\$ 1,180.90
16	\$ 38,090,891.24	\$ 17,780,994.09	16	\$ 10,328,222.01	\$ 2,806.20
17	\$ 198,768,477.13	\$ 6,111.02	17		
18			18		
19			19	\$ 50,747,504.51	\$ 943.99
20	\$ 4,732,785.08	\$ 4,082.07	20	\$ 108,651,452.28	\$ 17,590.12
21	\$ 60,879,784.61	\$ 2,087.00	21	\$ 20,048,927.09	\$ 3,863.03
22	\$ 42,932,211.26	\$ 9,489.11	22	\$ 18,226,652.09	\$ 2,281.34
23	\$ 18,626,407.78	\$ 4,501.68	23	\$ 32,955,181.16	\$ 2,230.73
24	\$ 13,268,106.06	\$ 2,269.17	24		
25			25		
26			26	\$ 10,259,949.96	\$ 11,499.28
27	\$ 56,266,766.52	\$ 1,360.04	27	\$ 32,291,460.25	\$ 6,627.78
28	\$ 20,433,984.23	\$ 15,598.70	28	\$ 18,581,439.84	\$ 2,345.89
29	\$ 34,896,236.12	\$ 8,141.17	29	\$ 5,695,924.57	\$ 13,665.91
30			30	\$ 34,487,064.38	\$ 23,935.48
31			31		

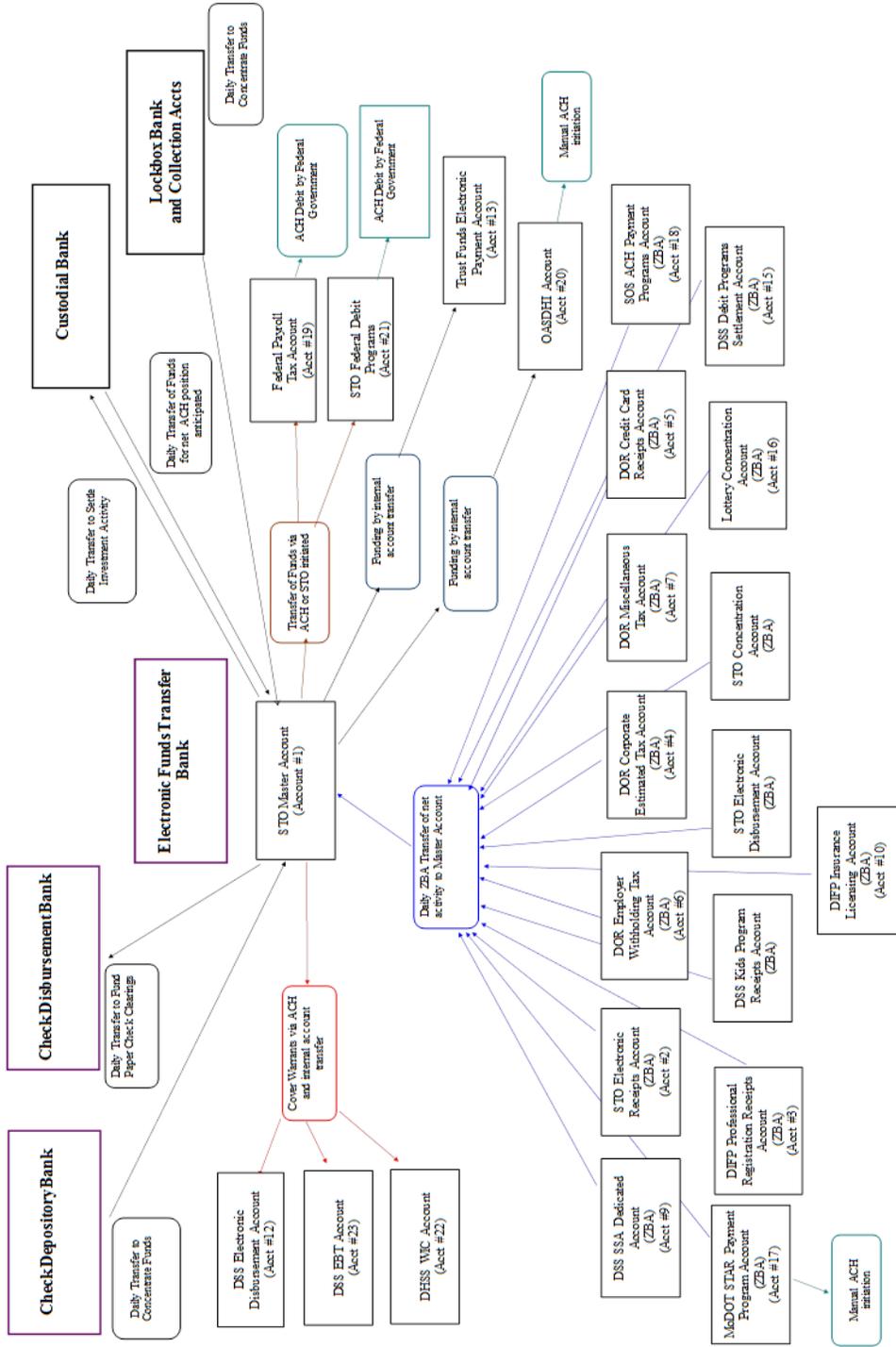
Note: Volumes are for incoming transactions processed by the Federal Reserve, and do not include incoming transactions processed internally by the current Contractor, or any transactions delivered to the Contractor's routing number.

Appendix D

Flowchart for Funding Flows and Account Relationships

Appendix D

Flowchart for Funding Flows and Account Relationships



Appendix E

Sample Receipt Report for STO Routing Number

Appendix E

Sample Receipt Report for STO Routing Number

```
1PEP0311 01 BANK NO. 546          STO DISTRIBUTION DETAIL REPORT          PAGE 01
PRINTED 04/04/12 18.25.08          CENTRAL BANK          DATE 04/04/2012
0 ACCOUNT          TRAN CODE/   AMOUNT   CUSTOMER NAME/   COMPANY   ENTRY DESC/   PAR
  NUMBER          EFF DATE   SEC      CUSTOMER ID      NAME/ID   DISC DATA   NUMBER

0000029          04/04/12   22      2,368.18 MISSOURI VETERANS HOME 36 TREAS 220 MISC PAY 020080954739490
              CCD          431942509360012 3111036183 00
              RMT*IV*V999R9999999\REF*VV*PV999SC999999*(999)999-9791 AUSTIN 104\

0000047          04/04/12   22      1,404.00 MO DEPT OF REVENUE MIGHTY MOUSE MOTXP 020080954731549
              CCD          MIGHTY MOUSE INC. 9999999999
              TXP*99999999*0115P*120404*T*140400\

9999999990000049 04/04/12   22      1,274.00 DIR CHILDRENS DIVISION US TREASURY 310 SUPP SEC 020080954739978
              PPD          999999999 SSI 9999999994 K
              N1*1U*DIR CHILDRENS DIVISION\N1*BE*SCOOBY B DOO *34*999999999\
```

Appendix F

File Transmission Information

Appendix F

File Transmission Information

The State of Missouri, State Data Center (SDC) has identified the following options for file transmissions under this RFP.

Transmission Methods

Secure FTP connection:

The Secure FTP (SSH) connection requires 256-bit encryption. The Contractor is responsible for obtaining a SFTP client to connect to the STO's and other impacted agencies' secure servers and any other associated costs. The Contractor has the option of hosting the SFTP site if the server is compatible with STO and SDC approved software.

FTPS connection:

The FTPS (SSL / TLS) connection requires 256-bit encryption. The Contractor is responsible for obtaining a FTPS client to connect to the STO's and other impacted agencies' secure servers and any other associated costs.

JES connection:

The JES connection requires Enterprise Extender (SNA over IP) connectivity. The Contractor is responsible for any equipment and any other associated costs.

Network Connectivity

Site to Site Virtual Private Network connection (VPN):

VPN will require 256-bit encryption. The Contractor is responsible for any equipment and any other costs associated with the site-to-site VPN.

Direct Link:

Direct Link will connect to an Extranet at the SDC for IP security reasons. The Contractor is responsible for any equipment and any other associated costs.

Appendix G

Sample Depository Contract, Pledge Agreement, and Contract for Banking Services

Appendix G

STATE OF MISSOURI

SAMPLE DEPOSITARY CONTRACT, PLEDGE AGREEMENT AND CONTRACT FOR BANKING SERVICES

THIS DEPOSITARY CONTRACT, PLEDGE AGREEMENT AND CONTRACT FOR BANKING SERVICES is entered into between the State Treasurer of Missouri (“State Treasurer”) and _____, of _____ city, Missouri (“Bank”).

WHEREAS, pursuant to the provisions of Article IV, Section 15 of the Constitution of Missouri, as amended, and Chapter 30, RSMo, as amended, “Bank” has been selected by the State Treasurer as a depository of state moneys and a provider of banking services; and

WHEREAS, the State Treasurer and “Bank” intend to secure the deposit of state moneys by pledging collateral securities and perfecting a security interest in and creating a lien upon same as contemplated and permitted by state law; and

WHEREAS, the parties desire to incorporate the State Treasurer’s 2012 Request for Proposals for Banking Services and “Bank’s” Response to same into a comprehensive depository contract, pledge agreement and contract for banking services;

NOW THEREFORE, the State Treasurer and “Bank” hereby agree as follows:

1. The State Treasurer will from time to time deposit moneys with “Bank” on demand deposit. “Bank” agrees to safely keep the demand deposits made hereunder, to promptly collect all checks, drafts and other instruments of exchange deposited with it under this Depositary Contract, Pledge Agreement and Contract for Banking Services, the State Treasurer’s Request for Proposals, and “Bank’s” response (all of which shall hereby be collectively known as the “Contract and Pledge Agreement”), and to pay out of the accounts of the State Treasurer such sums as the State Treasurer may draw by check, Automated Clearing House (ACH), wire transfer, or book transfer, upon written, verbal, or electronic instruction by an authorized employee of the State Treasurer against the balances of said accounts.
2. The State Treasurer and “Bank” acknowledge and agree that, pursuant to this Contract and Pledge Agreement, the State Treasurer may have more than one demand deposit account at “Bank”, and additionally agree that individual demand accounts may be overdrawn as long as combined total balances are positive. The State Treasurer and “Bank” further acknowledge and agree that the parties will attempt to minimize the occurrence of daylight overdrafts and associated costs through the utilization of appropriate operational procedures.

3. In addition to any services or responsibilities undertaken in this Contract and Pledge Agreement, “Bank” will provide the State Treasurer with (a) ACH and Wire Transfer Services; (b) Balance Reporting Services; (c) Account Activity Analysis and Reporting; (d) Quarterly Quality Review Meetings; (e) Additional Service Requirements, all as set forth in and in accordance with the State Treasurer’s Request for Proposals for Banking Services and “Bank’s” Response to same, including any amendments made from time to time in writing, which are hereby incorporated.
4. In return for the services to be performed by “Bank” under this Contract and Pledge Agreement the State Treasurer agrees to maintain sufficient amounts so that earnings on the average of the collected balances appearing in the accounts at the close of business for “Bank” on each day during the accounting period shall be equal to the estimated costs incurred for services rendered. Details regarding the fees for services under this Contract and Pledge Agreement, the requisite compensating balance for such services, the calculation and adjustment of the compensating balance, the earnings credit rate on accounts of the State Treasurer, the daily treatment of balances in the accounts of the State Treasurer, and all other matters concerning the compensation of “Bank” under this Contract and Pledge Agreement are specifically set forth in the Request for Proposals for Banking Services and “Bank’s” Response to same.
5. To secure the moneys deposited under this Contract and Pledge Agreement, “Bank” will deposit securities of the kind and character specified in Chapter 30, RSMo, as amended (“Securities”), in an amount specified by the State Treasurer, which shall be at least equal in market value to one hundred percent of the aggregate amount on deposit with “Bank” hereunder less the amount thereof, if any, which is insured by the Federal Deposit Insurance Corporation, or any successor federal government agency or entity established by law to insure deposits. The Securities shall be delivered to, receipted for and retained by the State Treasurer or by banks or trust companies or other safe depositaries that the Governor, State Auditor and State Treasurer agree upon. “Bank” does hereby grant, bargain, convey and pledge a security interest in any and all Securities deposited with the State Treasurer or her designated custodian in accordance with the terms of this Contract and Pledge Agreement. In every pledge and transfer of Securities hereunder, “Bank” shall take all steps necessary to effect a “transfer” under any state or federal regulation governing transfers of securities. In addition to the rights and remedies given to the State Treasurer hereunder, including the Request for Proposals for Banking Services, the State Treasurer shall have the rights and remedies of a secured party under Chapter 400, RSMo, as amended.
6. The State Treasurer, the Governor or the State Auditor may, from time to time, inspect the Securities or book entry receipts for the Securities or request an accounting of the Securities to determine that they are kept and maintained as required by this Contract and Pledge Agreement. The necessary expenses incidental to the deposit and inspection of the Securities shall be paid by “Bank” (such expenses could reasonably include certain photocopying, reports, and delivery of the information to the appropriate parties). If, at any time, or for any reason, the State Treasurer, Governor or State Auditor determine that

the Securities given by “Bank” do not satisfactorily secure the deposits made or to be made hereunder, the State Treasurer, Governor or State Auditor may require that additional or substitute Securities be given and “ Bank” shall furnish such additional or substitute Securities as are satisfactory to the State Treasurer, Governor or State Auditor, as appropriate.

7. “Bank” shall not at any time withdraw any of the Securities without the written consent of the State Treasurer, but with such consent “Bank” (a) shall be permitted to withdraw Securities to the extent that the market value of the Securities remaining on deposit exceeds the amount required under this Contract and Pledge Agreement; and (b) shall be permitted to withdraw Securities upon the delivery of Securities in substitution for those to be withdrawn, so long as the market value of the Securities remaining on deposit exceeds the amount required under this Contract and Pledge Agreement.
8. “Bank” shall render statements or reports to the State Treasurer showing the daily balance, account activity, or other information regarding the accounts of the State Treasurer at all times and in every manner specified in this Contract and Pledge Agreement.
9. In the event that “Bank” defaults in any manner in performing any of the terms and conditions of this Contract and Pledge Agreement, or if “Bank” fails to safely keep the moneys deposited with it, the State Treasurer shall be authorized forthwith, without notice, advertisement or demand, and at public or private sale, to convert into money the Securities deposited by “Bank” or as many of them as may be necessary to pay the whole amount of the moneys deposited with “Bank”. The State Treasurer may purchase any or all of the Securities sold at any such sale.
10. If at any time during which there are state moneys on deposit under this Contract and Pledge Agreement, “Bank” comes under investigation (other than the ordinary review of financial institutions), management or control of the Federal Deposit Insurance Corporation (“FDIC”) or any other federal governmental entity authorized by law to implement the provisions of the Financial Institutions Reform and Recovery Act (“FIRREA”) or any similar or successor federal law, “Bank” shall so notify the State Treasurer and shall further notify the FDIC or other appropriate federal agency or entity of the existence and terms of this Contract and Pledge Agreement. “Bank” or any successor, assignee or transferee in whole or part of the “Bank’s” interests under this Contract and Pledge Agreement agrees to be bound exclusively by the terms of this Contract and Pledge Agreement and Missouri law, and further agrees that the terms of this Contract and Pledge Agreement shall not be preempted by federal law without advance written notice to the State Treasurer detailing the specific provisions of this Contract and Pledge Agreement which may be subject to preemption and the specific provisions of federal law which purport to authorize supervision.
11. If at any time during which there are state moneys on deposit under this Contract and Pledge Agreement, “Bank” comes under investigation (other than the ordinary review of

financial institutions), management or control of any State regulatory agency, “Bank” shall so notify the State Treasurer and shall further notify the state agency or entity of the existence and terms of this Contract and Pledge Agreement. “Bank” or any successor, assignee or transferee in whole or part of the “Bank’s” interests under this Contract and Pledge Agreement agrees to be bound exclusively by the terms of this Contract and Pledge Agreement and Missouri law, and further agrees that the terms of this Contract and Pledge Agreement shall not be preempted by any state or federal law without advance written notice to the State Treasurer detailing the specific provisions of this Contract and Pledge Agreement which may be subject to preemption and the specific provisions of any state or federal law which purport to authorize supervention.

12. “Bank” shall not transfer, by assignment, subcontract or otherwise, any interest or duty in this Contract and Pledge Agreement, including the services or responsibilities described in the Request for Proposals for Banking Services and “Bank’s” Response to same, without the prior written consent of the State Treasurer.
13. The State Treasurer shall not be liable in the event of loss, destruction or theft of equipment, software or technical literature provided by “Bank”, under lease or otherwise, pursuant to this Contract and Pledge Agreement.
14. “Bank” must maintain the capability to reconstruct necessary data files in the event of destruction, and to operate on substitute equipment within one (1) calendar if “Bank’s” equipment is rendered inoperative.
15. “Bank” shall permit reasonable access by the State Treasurer or the State Auditor for purposes of performing audit procedures relating to any aspect of services provided by “Bank” to the State Treasurer in connection with this Contract and Pledge Agreement.
16. “Bank” must maintain complete confidentiality of all records relating to services performed under this Contract and Pledge Agreement in accordance with state and federal laws, rules and regulations. No listing report or other material generated from data covered by this Contract and Pledge Agreement may be disclosed or transferred by “Bank” to any other person.
17. By execution of this Contract and Pledge Agreement, “Bank” attests that it is aware of and in compliance with the requirements of the Americans with Disabilities Act (“ADA”), as amended, as well as all regulations pertinent thereto, as well as all other state and federal laws, regulations, and executive orders, including but not limited to Executive Orders # 87-6 and # 07-13. Specifically, “Bank” attests that it has taken all appropriate steps to facilitate the participation of people with disabilities in programs and activities undertaken on behalf of the State Treasurer. “Bank” acknowledges that failure to comply with the provisions of the ADA constitutes sufficient cause to terminate this Contract and Pledge Agreement. “Bank” further acknowledges and agrees to indemnify and otherwise hold the State Treasurer harmless for any derivative liability for discrimination by “Bank” under the ADA.

This Contract and Pledge Agreement and all aforementioned components listed in 1 above, representing the full and complete agreement between the parties shall remain in force and effect from October 1, 2012 until September 30, 2016, or until such later date as designated by the State Treasurer, provided, however, that each party reserves the right to terminate this Contract and Pledge Agreement, at any time, by giving one hundred twenty days (120) written notice to the other party of its intent to do so. Details regarding the rights and responsibilities of the parties with respect to termination of this Contract and Pledge Agreement are set forth in the Request for Proposals for Banking Services and “Bank’s” Response to same. This Contract and Pledge Agreement shall continue in effect until terminated in accordance with the provisions of the Request for Proposals for Banking Services and “Bank’s” Response to same.

IN WITNESS WHEREOF, the parties have executed this Contract and Pledge Agreement in duplicate and affixed their seals as of the dates below noted.

(SEAL)

STATE TREASURER

Angie Heffner - Robyn
Assistant State Treasurer

Date

(SEAL)

“BANK”

Officer

Date

Appendix H

Sample Return Item Notification

Appendix H

Sample Return Item Notification

R3030-02/R1.0 000539 PEP+ RETURN RESOLUTION REPORT (FOR RETIRES) 03-23-12 03:47 PAGE 1

FROM DATE/WINDOW 03-23-12 0600
 TO DATE/WINDOW 03-23-12 0600
 PROCESS DATE 03-23-12

COLL APPL INFO: POINT: 01STVENPA APPL ID: 989838888 TYPE: SETT DATE: 083 PAR DATE: 12083
 BATCH HEADER INFO: COMPANY NAME: ST. OF MISSOURI COMPANY ID: 00#####V SEC: CTX ENTRY DESC: VENDOR PAY EFF DATE: 120321

RETURN PAR	ORIG ITEM PAR	SEND CO. RECV COMPANY	#ADDENDA/ TC	AMOUNT	T/R	BANK ACCOUNT NO	<===== DISTRIBUTION =====>			
ADDENDA TYPE	RETURN REASON	ORIGINAL RDFI T/R	ORIGINAL TRACE	ADDENDA INFORMATION	POINT	APPL	TYPE	T/R	ER	EVENT DATE
003790909	12080003356989	E000003191202519	0001 21	756.00	086500634	###	01STVENPA	NORMAL	RETIRE	086500634
99 R02-ACCOUNT CLOSED		06220169	086500633356989							062201693412631

	DDA	SAV	USER	TOTALS
DR COUNT	0	0	0	0
DR AMOUNT	0.00	0.00	0.00	0.00
CR COUNT	1	0	0	1
CR AMOUNT	756.00	0.00	0.00	756.00

R3030-02/R1.0 000539 PEP+ RETURN RESOLUTION REPORT (FOR NOC) 03-23-12 03:47 PAGE 2

FROM DATE/WINDOW 03-23-12 0600
 TO DATE/WINDOW 03-23-12 0600
 PROCESS DATE 03-23-12

COLL APPL INFO: POINT: 01STVENPA APPL ID: 939999999 TYPE: SETT DATE: 083 PAR DATE: 12083
 BATCH HEADER INFO: COMPANY NAME: ST. OF MISSOURI COMPANY ID: 00#####V SEC: COR ENTRY DESC: VENDOR PAY EFF DATE: 120321

RETURN PAR	ORIG ITEM PAR	CUSTOMER ID/ CUSTOMER NAME	TC	AMOUNT	T/R	BANK ACCOUNT NO	<===== DISTRIBUTION =====>			
ADDENDA TYPE	CHANGE REASON	ORIGINAL RDFI T/R	ORIGINAL TRACE	NOTIFICATION OF CHANGE INFORMATION	POINT	APPL	TYPE	T/R	ER	EVENT DATE
003763779	12080003358663	EEN03191200043 21 0000MOUSE, MICKEY W		0.00	086500634	#####	01STVENPA	NORMAL	RETIRE	086500634
99 C01-INCORRECT ACCT NO		10100001	086500633358663	4#####						101000016195825

	DDA	SAV	USER	TOTALS
DR COUNT	0	0	0	0
DR AMOUNT	0.00	0.00	0.00	0.00
CR COUNT	1	0	0	1
CR AMOUNT	0.00	0.00	0.00	0.00

FROM DATE/WINDOW 03-23-12 0600
 TO DATE/WINDOW 03-23-12 0600
 PROCESS DATE 03-23-12

COLL APPL INFO: POINT: 01STVENPA APPL ID: 888888889 TYPE: SETT DATE: 083 PAR DATE: 12083
 BATCH HEADER INFO: COMPANY NAME: ST. OF MISSOURI COMPANY ID: 00#####V SEC: COR ENTRY DESC: VENDOR PAY EFF DATE: 120322

RETURN PAR	ORIG ITEM PAR	CUSTOMER ID/ CUSTOMER NAME	TC	AMOUNT	T/R	BANK ACCOUNT NO	DISTRIBUTION				
ADDENDA TYPE	CHANGE REASON	ORIGINAL RDFI T/R	ORIGINAL TRACE	NOTIFICATION OF CHANGE INFORMATION			POINT	APPL	TYPE	T/R	BR
003778908	12081003561432	E00003201202425	31	0.00	086500634	#####	01STVENPA	NORMAL	RETIRE	086500634	
98	C01-INCORRECT ACCT NO	08100067	086500633561432	#####			08100067	2673355			
003763238	12081003557520	E00003201201938	21	0.00	086500634	0#####6	01STVENPA	NORMAL	RETIRE	086500634	
98	C01-INCORRECT ACCT NO	30107171	086500633557520	0#####7			30107171	0820414			

	DDA	SAV	USER	TOTALS
DR COUNT	0	0	0	0
DR AMOUNT	0.00	0.00	0.00	0.00
CR COUNT	1	1	0	2
CR AMOUNT	0.00	0.00	0.00	0.00

FROM DATE/WINDOW 03-23-12 0600
 TO DATE/WINDOW 03-23-12 0600
 PROCESS DATE 03-23-12

COLL APPL INFO: POINT: 01STVENPA APPL ID: 999999999 TYPE: SETT DATE: 083 PAR DATE: 12083
 BATCH HEADER INFO: COMPANY NAME: ST. OF MISSOURI COMPANY ID: 00#####V SEC: COR ENTRY DESC: VENDOR PAY EFF DATE: 120322

RETURN PAR	ORIG ITEM PAR	CUSTOMER ID/ CUSTOMER NAME	TC	AMOUNT	T/R	BANK ACCOUNT NO	DISTRIBUTION				
ADDENDA TYPE	CHANGE REASON	ORIGINAL RDFI T/R	ORIGINAL TRACE	NOTIFICATION OF CHANGE INFORMATION			POINT	APPL	TYPE	T/R	BR
003778908	12081003561432	E00003201202425	31	0.00	086500634	#####	01STVENPA	NORMAL	RETIRE	086500634	
98	C01-INCORRECT ACCT NO	08100067	086500633561432	#####			08100067	2673355			
003763238	12081003557520	E00003201201938	21	0.00	086500634	0#####6	01STVENPA	NORMAL	RETIRE	086500634	
98	C01-INCORRECT ACCT NO	30107171	086500633557520	0#####7			30107171	0820414			

	DDA	SAV	USER	TOTALS
DR COUNT	0	0	0	0
DR AMOUNT	0.00	0.00	0.00	0.00
CR COUNT	1	1	0	2
CR AMOUNT	0.00	0.00	0.00	0.00

FROM DATE/WINDOW 03-23-12 0600
 TO DATE/WINDOW 03-23-12 0600
 PROCESS DATE 03-23-12

 T O T A L F O R P O I N T 01SIVENPA

RETURN PAR	ORIG ITEM PAR	CUSTOMER ID/ CUSTOMER NAME	TC	AMOUNT	T/R	BANK ACCOUNT NO	<----- DISTRIBUTION ----->				
							POINT	APPL	TYPE	T/R	BR

ADDENDA TYPE	CHANGE REASON	ORIGINAL RDFI T/R	ORIGINAL TRACE	NOTIFICATION OF CHANGE INFORMATION	RETURN TRACE	EVENT DATE
		DDA	SAV	USER	TOTALS	
DR COUNT		0	0	0	0	
DR AMOUNT		0.00	0.00	0.00	0.00	
CR COUNT		3	1	0	4	
CR AMOUNT		766.00	0.00	0.00	766.00	

Appendix I
Pricing Tables

Appendix I

Pricing Tables

Instructions to Bidders

1. Bidders must complete and return Pricing Tables I & II in this Appendix in Volume II of their proposal.
2. Each service listed shall be priced, and the cost extended by the bidder to complete the Estimated Annual Cost for the service.
3. For any service listed that has no charge or does not apply, insert zero (0) for the unit price and the estimated annual cost.
4. Additional service costs that apply to the services requested in this RFP may be included in the applicable section of the pricing page. The bidder shall adequately identify the service, the volume shall be estimated, and the fixed price extended to the Estimated Annual Cost. The volume estimate shall be documented in an addendum to the pricing page. Additional pricing items added by the bidder, which do not include adequate documentation of the service or the volume estimate may be disallowed by the STO as a chargeable item, or may be capped at the extended Estimated Annual Cost each year.
5. Modifications to the Pricing Tables should not be made without the prior approval of the STO.
6. The prices quoted are firm, fixed prices applicable for the term of the contract (including renewal periods). They will not be renegotiated. The contractor may request pricing adjustments for changes in pass-through charges. Documentation verifying the rate changes must be submitted when requesting a pricing adjustment.
7. Any equipment installation, software or data file conversions, or any other costs associated with start-up and implementation shall be the responsibility of the contractor.

Appendix I

Pricing Tables

Appendix I

Pricing Tables

Current Contract Pricing

<u>Account Relationship Summary (Cost of Services)</u>	<u>Unit Price</u>
General Services	
Account Maintenance (includes monthly statement)	\$ 5.0000
Credits (Deposits & Credits)	\$ 0.0800
Debits (Other Debits)	\$ 0.0800
Book Transfer ACH	\$ -
Maintenance ZBA Master Account	\$ -
Maintenance ZBA Accounts (per account)	\$ 5.0000
Overnight Repo Sw eep (per account)	\$ 5.0000
ACH Services	
ACH Credits and Debits Received via Fed	\$ 0.0250
ACH Credits and Debits Received and Posted	\$ 0.0250
ACH Addenda Received	\$ -
ACH Receipt Files (NACHA Format)	\$ 5.0000
ACH Items Originated	\$ 0.0200
ACH Addenda Originated	\$ -
ACH Transmission Output (collection entry report)	\$ 5.0000
ACH Items Originated via contractor softw are	\$ 0.0200
ACH Origination Monthly Maintenance	\$ 10.0000
ACH NOC Documents	\$ 1.0000
ACH Return Items Processed	\$ 1.0000
ACH Ret/NOC file Transmission	\$ 5.0000
ACH Ret/NOC Transmission per item	\$ 0.0200
ACH Trans Change/Del/Rev (Adjustment Requests)	\$ 5.0000
EDI Monthly Maintenance - Addenda record reporting	\$ 25.0000
ACH Debit Blocks and Filters - Monthly Fee	\$ -
Wire Transfer Services	
Wire Transfer Incoming	\$ 5.0000
Wire Transfer Outgoing - Manual	\$ 5.0000
Non-Repet Wire Out	\$ 5.0000
PC Repet Wire Out	\$ 5.0000
Wire Initiation - Monthly Maintenance	\$ -
Information Services	
Current Day Balance Reporting Base Fee	\$100.0000
Current Day Detail Per Item	\$ -
Prior Day Balance Reporting Base Fee	\$ -
Prior Day Detail Per Item	\$ -
Daily Statement	\$ 20.0000

Appendix J

File Total Information

Appendix J

File Total Information

February 2012	OA - Vendor	Trust Vendor	DOR	Payroll	SOS	Child Support	DSS	STO Time Deposits	Totals Credits	Total Debits	February 2012
					Debits	Regular	Debits	Credits			
1					(80.00)	106,349.39	65,849.40		172,198.79	(16,727.00)	1
2			3,778.00		(3,104.00)	12,391.17	74,751.91		90,921.08	(9,595.00)	2
3	67,048,631.30		20,545,602.00		(3,344.00)	12,602.99	1,547,984.29	(7,964,847.00)	98,304,576.26	(7,972,969.00)	3
4											4
5											5
6	320,261,796.67		4,463,986.00		(7,657.00)	23,919.93	291,282,867.96	(5,693.00)	616,031,470.56	(13,350.00)	6
7	9,581,428.00		9,581,428.00			13,398.04	4,209,029.28	(13,323.00)	31,739,098.51	(13,323.00)	7
8	19,744,504.80		22,854,545.00		(50.00)	192,457.99	769,330.85	(5,268.00)	43,559,838.64	(5,316.00)	8
9	26,615,265.88		8,643,819.17		(3,180.00)	27,439.54	5,339,374.35	(4,178.00)	40,625,908.54	(7,359.00)	9
10	26,056,703.29		8,936,639.24		(3,548.00)	27,727.46	4,378,751.91	(497,781.00)	46,010,351.46	(3,576,558.00)	10
11											11
12											12
13	22,161,266.06		7,419,527.26		(6,731.00)	19,923.18	2,932,379.14	(18,303.00)	32,532,095.66	(6,731.00)	13
14	100,726,655.62		6,654,725.39	56,318,383.83	(2,720.00)	12,306.54	7,361,209.45	(13,598.00)	173,882,478.33	(2,102.00)	14
15	8,031,157.99		20,113,323.00		(910.00)	422,030.88	122,991.02	(18,398.00)	28,689,702.49	(18,768.00)	15
16	11,226,623.61		6,211,794.00		(7,369.00)	15,190.19	362,134.65	(2,977.00)	92,046,933.86	(89,899,647.00)	16
17											17
18											18
19											19
20	432,246,765.63		6,799,278.00		(8,141.00)	13,921.14	1,341,791.21	(20,823.00)	440,403,756.98	(20,823.00)	20
21	307,624,448.23		7,749,703.00		(8,141.00)	32,433.79	279,001,035.63	(5,794.00)	594,407,620.65	(13,935.00)	21
22	17,292,267.30		17,990,820.00		(1,400.00)	23,119.98	1,888,638.49	(4,468.00)	37,194,845.77	(4,608.00)	22
23	16,488,883.33		5,975,877.00		(4,144.00)	111,701.54	127,642.88	(5,346.00)	30,695,869.71	(3,335,325.00)	23
24											24
25											25
26	19,824,537.76		5,480,964.55		(7,971.00)	18,918.96	1,261,741.41		26,586,162.68	(7,971.00)	26
27	25,856,337.99		7,239,952.00		(60.00)	42,302.93	418,372.82	(4,778.00)	33,555,965.34	(4,779.00)	27
28	99,351,530.73		10,148,698.00	56,324,236.93	(60.00)	10,388.61	884,184.15	(20,468.00)	166,719,938.42	(20,529.00)	28
29											29
30											30
31											31
March 2012									Totals		March 2012
1			10,725,703.34		(3,480.00)	110,567.25	85,210.54	(5,892.00)	185,777.79	(9,372.00)	1
2					(2,727.00)	13,110.89	833,402.00	(4,121.00)	19,183,340.86	(5,186,918.00)	2
3											3
4											4
5	378,526,396.08		4,836,072.00		(8,949.00)	14,176.65	298,516,396.94		681,893,031.67	(8,949.00)	5
6	41,066,679.16		5,042,288.00		(30.00)	17,781.21	219,457.19	(4,765.00)	46,346,905.56	(4,765.00)	6
7	6,638,551.38		8,683,723.42		(3,040.00)	122,752.99	12,744.89	(20,375.00)	15,457,772.68	(20,405.00)	7
8	20,804,935.88		4,837,115.00		(2,748.00)	90,133.04	984,491.85	(4,613.00)	26,736,635.57	(7,653.00)	8
9	39,553,412.82		5,663,651.36			23,654.38	7,782,263.80	(4,428.00)	67,801,233.25	(5,576,415.79)	9
10											10
11	16,431,949.90		4,235,703.00		(9,641.00)	38,308.70	1,316,045.63	(514,470.00)	22,022,007.23	(524,111.00)	11
12	10,995,032.36		9,916,027.00		(77.00)	4,697.60	1,837,258.23	(15,018.00)	16,774,215.21	(15,018.00)	12
13	24,197,337.93		8,450,468.12		(3,804.00)	136,775.66	6,360,604.16	(16,555.00)	41,147,986.89	(16,632.00)	13
14	96,264,616.65		5,531,946.00	56,115,207.21	(3,694.00)	13,879.27	370,367.63	(14,003.00)	156,316,218.76	(17,807.00)	14
15	20,211,494.19		5,737,537.00			13,876.30	950,156.68	(18,346.00)	100,991,241.27	(63,579,645.00)	15
16											16
17											17
18	12,605,079.34		4,355,202.02		(9,297.00)	226,382.97	124,529.17	(3,290.00)	17,312,193.50	(12,587.00)	18
19	389,485,880.48		7,591,406.00		(3,035.00)	19,446.09	376,566,200.72	(16,504.00)	773,674,933.29	(16,504.00)	19
20	502,913,400.46		4,297,493.00		(3,540.00)	102,184.38	1,814,516.98	(5,578.00)	509,127,594.82	(6,613.00)	20
21	24,935,129.11		8,177,146.00		(3,450.00)	19,925.50	129,470.96	(6,015.00)	32,859,671.17	(9,555.00)	21
22	19,957,633.89		4,909,660.00			22,810.76	596,089.45	(5,160.00)	29,306,216.10	(3,133,489.42)	22
23											23
24											24
25	20,992,699.12		4,399,017.18		(5,934.00)	51,258.85	82,226.47	(5,950.00)	25,986,511.62	(5,950.00)	25
26	18,907,874.31		5,357,467.00		(3,350.00)	38,605.37	5,178,050.03	(16,174.00)	29,481,996.71	(19,398.00)	26
27	11,227,042.71		8,979,497.00		(3,224.00)	98,500.00	437,289.86	(5,324.00)	20,742,339.57	(6,674.00)	27
28	10,419,934.40		5,153,828.00		(2,330.00)	26,763.31	135,810.40	(3,663.00)	15,796,336.11	(6,887.00)	28
29	117,357,012.28		4,613,887.00	56,494,401.42		14,171.98	473,540.83		194,772,728.51	34,708,633.06	29
30											30
31											31

Note: The total dollars appearing on the 20th and 21st may be paid on the same day if the 20th falls on a Saturday or Sunday.

Appendix K

Acceptable Collateral

Appendix K

Acceptable Collateral

STATE OF MISSOURI
OFFICE OF THE STATE TREASURER

SECURITIES ACCEPTABLE AS COLLATERAL TO SECURE STATE DEPOSITS

The securities described below are hereby designated as acceptable collateral for state funds on deposit, as required by Section 30.270 RSMo (as amended). The State Treasurer reserves the right to refuse to accept as collateral any security or securities on this list, or to request the submission of an alternate acceptable security or securities, if, in the sole discretion of the State Treasurer, the State Treasurer determines that such action will provide greater security for the deposit of state funds.

The securities described below are designated as acceptable collateral for the deposit of state funds. The listing is not intended to serve as, and should not be considered as a listing of legally authorized investment instruments.

1. Marketable Treasury securities of the United States.
2. Bonds or certificates of participation (COP's) issued by the State of Missouri with an investment grade long-term rating from one of the Nationally Recognized Statistical Ratings Organizations (NRSRO's) or are secured by a federal agency guarantee (directly or through guaranteed loans), to include the following:
 - a. General obligation debt securities issued by the State of Missouri.
 - b. Revenue bonds issued by the Missouri Board of Public Buildings or Department of Natural Resources.
 - c. Revenue bonds of the Missouri Housing Development Commission, Missouri Health and Education Facilities Authority, Missouri Higher Education Loan Authority, Missouri Environmental Improvement and Energy Resources Authority, Missouri Agricultural and Small Business Development Authority, Missouri Industrial Development Board, or State-owned educational institutions.
 - d. Certificates of Participation issued by the Missouri Board of Public Buildings or Public Fund Commissioners.

3. Bonds or certificates of participation with an investment grade long-term rating from one of the NRSRO's issued by of any of the following agencies:
 - a. Any city in this state having a population of not less than two thousand
 - b. Any county of this state
 - c. Any school district situated in this state
 - d. Any special road district in this state
 - e. Bonds of any political subdivision established under the provision of Article VI, Section 30 of the Constitution of Missouri (City and County of St. Louis)
 - f. Any of the fifty states within the United States of America

4. Debt securities guaranteed by the United States or its agencies or instrumentalities, as follows:
 - a. Debt securities of the Federal Farm Credit System
 - b. Debt securities of the Federal Home Loan Banks
 - c. Debt securities of the Federal National Mortgage Association ("Fannie Mae")
 - d. Debt securities of the Student Loan Marketing Association
 - e. Debt securities of the Tennessee Valley Authority (TVA)
 - f. Debt securities of the Federal Agricultural Mortgage Corporation ("Farmer Mac")
 - g. Debt securities of the Government National Mortgage Association ("Ginnie Mae").
 - h. Debt securities of the Federal Home Loan Mortgage Corporation ("Freddie Mac")
 - i. Guaranteed Loan Pool Certificates of the Small Business Administration (SBA)
 - j. Federal Home Administration insured notes (CBOs).
 - k. Public housing notes and bonds ("project notes and bonds") issued by public housing agencies, guaranteed as to the payment of principal and

interest by the government of the United States or any agency or instrumentality thereof.

1. Debt securities of the Resolution Funding Corporation (REFCORP).

Collateralization margins for pass-through mortgage-backed securities, SBA pool certificates and collateralized mortgage obligations shall differ from debentures issued by such agencies. The only type of Collateralized Mortgage Obligations (CMO) that the Treasurer's Office will accept are Planned Amortization Classes (PAC's), Targeted Amortization Classes (TAC's) and sequential pay classes. Furthermore, Collateralized Mortgage Obligations must have a weighted average life not to exceed five years and pass the FFIEC High Risk Stress Test. No Strips, Z bonds, Mortgage Derivatives or Zeros are acceptable.

5. Tax anticipation notes issued by any county of class one in Missouri with an investment grade short-term rating from one of the Nationally Recognized Statistical Ratings Organizations (NRSRO's)
6. Surety bonds issued by an insurance company licensed under the laws of the State of Missouri whose claims-paying ability is rated in the highest category by Duff & Phelps, A.M. Best, Standard & Poors, or Moody's. The face amount of such surety bond shall be at least equal to the portion of the deposit to be secured by the surety bond.
7. Irrevocable standby Letter of Credit issued by a Federal Home Loan Bank possessing the highest rating issued by at least one NRSRO.
8. Bonds or certificates of participation issued by local government agencies within the fifty states, provided such instruments are rated in the highest category by at least one NRSRO.

The State Treasurer shall determine the collateralization margin (or "haircut") for each security type listed above, which may change from time to time subject to market conditions and other factors, but in no event shall be greater than the maximum limits allowed by law. The current collateralization requirements by security type are provided on Attachment "A".

The total market value of collateral must be equal to or greater than the collateralization margin set by the State Treasurer of the total amount of state time deposits (including accrued interest to maturity) 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. All securities pledged as collateral by the depository will be held by the Missouri State Treasurer, in a segregated account. All collateral pledged must be delivered in bearer form, book-entry form, or in the case of fully registered certificates, placed into the nominee name of the custodian.

Effective Date: August 28, 2009

ATTACHMENT “A”

COLLATERALIZATION REQUIREMENTS FOR STATE DEPOSITS

No.	Security	Collateralization Margin (“Haircut”)
1.	United States Treasuries	102%
2.	State of Missouri Bonds/Debt	102%
3.	Local/State Debt	
	a. Any city in this state having a population of not less than two thousand	102%
	b. Any county of this state	102%
	c. Any school district situated in this state	102%
	d. Any special road district in this state	102%
	e. Bonds and COP’s of any political subdivision established under the provision of Article VI, Section 30 of the Constitution of Missouri (City and County of St. Louis)	102%
	f. Any of the fifty states within the United States of America	102%
4.	U.S. Agency Securities	
	Agency Debentures	102%
	SBA Loan Pools	105%
	Agency Mortgage-Backed Securities	105%
	Agency CMO’s (PACs, TACs and Seq. Bonds only)	105%
5.	Tax anticipation notes issued by any county of class one in Missouri	102%
6.	Surety bonds	100%
7.	FHLB Letter of Credit	100%
8.	Out-of-state Municipal Bonds/COP’s	102%

See the State of Missouri’s Acceptable Collateral Policy for a more complete description of the above securities. The above collateralization requirements may change from time to time based on market conditions and other factors, but in no event shall be greater than the maximum limits allowed by law.

**SCHEDULE OF ELIGIBLE SECURITIES ACCEPTABLE AS REPO
COLLATERAL**

Security		Margin
U.S. Treasury Securities	Bills	102%
	Bonds	102%
	Notes	102%
	Strips	102%
U.S. Agency Securities	FAMC (Fed Agricultural Mortgage)	102%
	FCFAC (Farm Credit Financial)	102%
	FFCB (Farm Credit System)	102%
	FmHA (Farmers Home Admin.)	102%
	FHLB (Federal Home Loan Bank)	102%
	FHLMC (Federal Home Loan Mort. Credit)	102%
	FICO (Financing Corporation)	102%
	FLBB (Federal Land Bank)	102%
	FNMA (Federal National Mortgage)	102%
	REFCO (Resolution Funding)	102%
	SLMA (Student Loan Mortgage)	102%
	TVA (Tennessee Valley Authority)	102%
	USPS (U.S. Postal Service)	102%
GNMA	Trust Receipts	102%
	GNMA I/II – Single Family	102%
	GNMA I/II – Others-Fixed Rate	102%
	GNMA I/II Others – Adjust. Rate	102%
Agency Mortgage Backs	Trust Receipts	102%
	Pass Throughs – Fixed Rate	102%
	Pass Throughs – Adjust. Rate	102%
	MBS Strips (IO,PO,RECOMB)	102%

Appendix L

Community Investment Questionnaire

Appendix L

COMMUNITY INVESTMENT QUESTIONNAIRE

1. Briefly describe your institution's primary market emphasis and strategy for the next five years (e.g., retail banking, wholesale banking, full service, small business, middle market, Fortune 500, etc.) both overall and specific to Missouri.

2. Identify your institution's primary market area in Missouri. What percentage of your institution's current loan portfolio is in this area?

3. Please provide the following information for Missouri:

Total Assets	\$	_____
Loans in Missouri	\$	_____
Deposits in Missouri	\$	_____
Non-Missouri Loans	\$	_____
Non-Missouri Deposits	\$	_____

4. Describe your institution's financial participation (e.g., lending, equity) in local community economic development efforts in Missouri.

5. Describe your institution's participation in small business and agricultural lending programs in your primary market area in Missouri. Provide statistics on the number and dollar amount of loans provided under these programs in Missouri.

6. Describe your institution's efforts to attract deposits or banking relationships with non-banked and under-banked customers in Missouri.

7. Describe any financial literacy programs your institution offers in Missouri. Who is your target audience?

8. Describe your financial institution's approach to minority and small business lending in Missouri.

a. How do you attract relationships with minority and small businesses in Missouri?

b. Do you have any dedicated lending programs for these businesses?

c. Provide any statistics your financial institution maintains regarding lending to minority and small businesses in Missouri.

9. Describe your institution's check cashing policy for checks issued by the State of Missouri for non-customers.
10. Describe your institution's participation in the Missouri Linked Deposit Program within the past year. If you are not currently participating, please explain.
11. How many full-time individuals does your institution employ in the State of Missouri?
12. Provide your institution's current Community Reinvestment Act (CRA) rating, your Federal Financial Institutions Examination Council (FFIEC) ID, and the agency providing the review (OCC, FDIC, ...). For confirmation purposes, indicate your financial institution's five-digit FDIC Certificate Number.

Appendix M

Sample Collection Entry Report

Appendix N

Sample Transaction Totals Correspondence

Appendix N

Sample Transaction Totals Correspondence

Sent: Thursday, March 08, 2012 2:50:52 AM
To: banking
Subject: STO ACH TOTALS FOR 03/07/2012

*
* THIS IS AN AUTOMATED MESSAGE FROM *
* CONTRACT BANK *
* --DO NOT REPLY-- *
*

*
* ORIGINATED BY SETTLEMENT DEBIT CREDIT *
* DATE AMOUNT AMOUNT *
* FEDERAL RESERVE 03/08/2012 160.00 23,922,939.48 *
* CONTRACT BANK 03/08/2012 4,174.07 2,211,481.99 *
* **TOTALS** 03/08/2012 4,334.07 26,134,421.47 *
*

Note:
The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

APPENDIX O

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

APPENDIX O

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

BUSINESS ENTITY CERTIFICATION:

The **bidder/offeror/contractor** must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

<p><u>BOX A:</u> To be completed by a non-business entity as defined below.</p> <p><u>BOX B:</u> To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.</p> <p><u>BOX C:</u> To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.</p>

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

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY
<p>I certify that _____ (Company/Individual Name) <u>DOES NOT CURRENTLY MEET</u> the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)</p> <p style="text-align: center;"><input type="checkbox"/> I am a self-employed individual with no employees; OR <input type="checkbox"/> The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.</p> <p>I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB/RFP/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.</p>

_____ Authorized Representative's Name (Please Print)	_____ Authorized Representative's Signature
_____ Company Name (if applicable)	_____ Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

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

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ Business Entity Name	_____ Date
_____ E-Mail Address	

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the **bidder's/offeror's/contractor's** name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the **bidder's/offeror's/contractor's** name and the MOU signature page completed and signed, at minimum, by the **bidder/offeror/contractor** and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the **bidder's/offeror's/contractor's** name and company ID, then no additional pages

of the MOU must be submitted; AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/offeror/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), 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.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

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

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the **bidder's/offeror's/contractor's** name and the MOU signature page completed and signed by the **bidder/offeror/contractor** and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity
Representative's Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date