

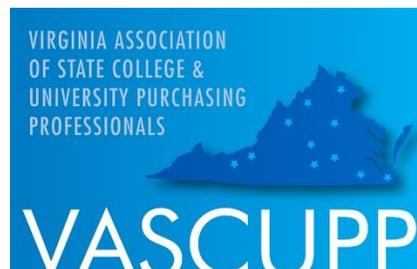


Request for Proposal

RFP# LMF-1066

University Banking Services

January 23, 2020



REQUEST FOR PROPOSAL
RFP# LMF-1066

Issue Date: January 23, 2020
Title: University Banking Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award through Three Years (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on March 12, 2020 for Furnishing The Services Described Herein.

OPTIONAL PRE-PROPOSAL CONFERENCE CALL on February 20, 2020. Participation in this pre-proposal conference call is optional; however, pre-registration is required. Pre-register by completing and submitting the **REGISTRATION FORM ON PAGE 1 of this RFP **NO LATER THAN MONDAY, FEBRUARY 17, 2020**. See Special Terms and Conditions, Item CC for additional information.**

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Leah Frank, Procurement Manager, Procurement Services, franklm@jmu.edu; 540-568-3134; (Fax) 540-568-7935 by February 7, 2020 to provide the University with sufficient time to respond before the Pre-Proposal Conference Call. Additional questions may be submitted to Ms. Frank up until, but no later than February 27, 2020.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____ Title: _____
Web Address: _____ Phone: _____
Email: _____ Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ #5_____ (please initial)
SMALL, WOMAN OR MINORITY OWNED BUSINESS:

YES; NO; *IF YES* ⇒ ⇒ SMALL; WOMAN; MINORITY ***IF MINORITY:*** AA; HA; AsA; NW; Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # LMF-1066

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OPTIONAL PRE-PROPOSAL CONFERENCE CALL REGISTRATION FORM

Pre-Registration is Required

PRE-REGISTER FOR THE PRE-PROPOSAL CONFERENCE CALL BY COMPLETING THIS FORM AND RETURN TO LEAH FRANK BY EMAIL TO franklm@jmu.edu OR BY FAX TO 540-568-7935 BY 5:00 PM on February 17, 2020.

RFP NUMBER: LMF-1066

PROJECT TITLE: University Banking Services

CONFERENCE CALL DATE & TIME: February 20, 2020 @ 10:00 AM EST.

CALL-IN PHONE NUMBER: Call information will be provided to each registered offeror following their registration.

SPECIFY OFFEROR EMAIL TO RECEIVE CALL-IN INFORMATION:

Email: _____

AGENDA: A pre-proposal conference will be held to go over key portions of the RFP and to answer questions offerors may have in regards.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

LIST THE NAME, TITLE, AND PHONE NUMBER OF THE INDIVIDUALS WHO WILL BE PARTICIPATING IN THE PRE-PROPOSAL CONFERENCE CALL.

Name	Title	Phone Number

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide University Banking Services for James Madison University (*JMU or the University*), an agency of the Commonwealth of Virginia. Initial contract shall be for three (3) years with an option to renew for seven (7) additional one-year periods.

II. BACKGROUND

James Madison University is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and 8,226 faculty and staff (*3,197 full-time and 5,029 part-time*). There are over 600 individual departments on campus that support seven academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University may be found at the following website: <http://www.jmu.edu>.

The University is a tax exempt, non-stock public corporation, which is an instrumentality of the Commonwealth of Virginia. The University generates funds from tuition and fees, auxiliary enterprises (*housing, athletics, etc.*), grants, sponsored research, state appropriations, and other sources. Daily operations entail a high volume of currency and coin.

The services described herein provide for services which the University is now using in addition to normal Banking Services. Banks should note that the university has designed its ERP system (*Oracle/PeopleSoft*) to rely substantially on input from its financial institution. Therefore, timeliness and accuracy are extremely important to the University.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

This section describes JMU's requested Scope of Services and the areas to be addressed in Offeror's Proposal. Please note that the utilization of the words "shall" or "must" indicates a mandatory requirement.

To facilitate the evaluation of proposals, the services have been divided into four Service Groups as listed below.

Service Group 1: Comprehensive Banking Services
Service Group 2: Merchant Card Processing
Service Group 3: Pre-Paid Debit Cards
Service Group 4: International Payments and Banking

Offerors may propose to provide one or more of these services. JMU may select one vendor for services or separate vendors for different services. Offerors are instructed to respond to questions

in Section IV. Statement of Needs for each of the Service Groups for which they wish to be considered.

REQUIRED SERVICES

A. SERVICE GROUP 1: COMPREHENSIVE BANKING SERVICES

The bank awarded the contract for Service Group 1 will be the University's primary cash management partner. This bank will process deposits (*both electronic and paper*), handle disbursements, and be the central point for cash management.

1. General Requirements

Requirements include:

- a) Be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation (FDIC);
- b) Be designated as a Qualified Public Depository as specified in the Virginia Security for Public Deposits Act, Chapter 44, Title 2.2;
- c) Collateralize all deposits in a manner consistent with the requirements of Sections 58.1-3158 and Chapter 44 of Title 2.2 (*Section 2.2-4400 et seq.*) of the Code of Virginia;
- d) Comply with all applicable federal and Commonwealth of Virginia regulations regarding the provision of the proposed services;
- e) Have a deposit taking bank branch within Harrisonburg city limits;
- f) Provide a primary relationship contact and dedicated customer support; and
- g) Provide, at no cost, two-day research of all requests for information or problem resolution related to reconciliation issues, various bank-generated adjustments, and paid checks.
- h) The bank must request and maintain an exemption from reporting requirements of currency transactions involving cash deposits of \$10,000 or more.

2. Account Structure

Currently, the University uses 13 demand deposit accounts through its primary banking partner. This includes one ZBA Master and several ZBA subsidiary accounts.

Some accounts are stand-alone and do not sweep into the ZBA master account because they contain federal funds or are interest bearing accounts.

Requirements include:

- a) Establish demand deposit accounts to meet the banking requirements of the University and maintain accurate records of activity in those accounts;
- b) Offer ZBA services;
- c) Open no checking accounts with JMU's Federal Identification Number unless specific authorization is received from an authorized person at the University;

3. **Deposit Services:**

The University has centralized the processing of deposits in the University Business Office (“UBO”). The UBO collects and processes deposits from all University departments except parking. These deposits are processed through either the use of Remote Deposit Capture (“RDC”) or are transported to the bank with an escort from the Public Safety Department.

The only exception to this process is the Parking Services Department. Because of the volume and weight of coins, the Parking Services Department is responsible for transporting coin directly to the bank branch.

RDC – The University processes approximately 1,200 checks per month using RDC. The University owns four (4) TellerScan model TS240 scanners. (*Two of these units are in regular use and two (2) are backups.*) Batch deposits occur at the end of each business day. Any rejected checks are included with the daily cash deposit to the branch.

Branch Deposits - JMU deposits roughly \$35,000 in currency and coin each month. There are two deposits, one from the UBO and one from Parking.

The UBO typically includes 3 – 4 (*maximum of 7*) deposit tickets in each tamper evident bag. The University requires that the deposits be verified at the branch and currently uses a three-part deposit ticket.

The Parking Services Department also has daily deposits of coin, but those deposits are post-verified. Confirmation of the deposit and information about any adjustments must be returned in the deposit bag or available electronically (*online*). Fax or mailed copies are not acceptable.

As noted above, the UBO deposit can also include checks that were not processable by RDC.

Requirements include:

- a) Process the deposit of approximately 1,200 checks per month by RDC;
- b) Process a small number of checks at the branch (*RDC rejects*);
- c) Process the collection of approximately \$35,000 of currency and coin per month at branch locations; and
- d) Immediately verify UBO deposits.

4. **Other Branch Services**

JMU expects to have a strong working relationship with staff at the local bank branch. This includes the coordination of services between the branch and the University’s primary relationship manager.

The University expects that the bank will cash payroll and supplemental retirement checks drawn on the University’s account with that bank at no charge to the University or the payee. Roughly 99% of employees are on direct deposit, so there are only about 55 payroll checks per month. There are six supplemental retirement checks paid each quarter.

Purchase of Cash – On occasion, JMU needs to purchase small amounts of cash. Recently, cash needs were approximately \$2,000, twice per year. There may also be a request for foreign currencies in limited amounts.

Safety Deposit Boxes – Various University departments use safety deposit boxes to security sensitive materials. The University will need 12 safety deposit boxes (*2 large boxes and 10 medium boxes*).

Requirements include:

- a) Assign a liaison at the local branch for JMU;
- b) Cash payroll checks for University staff and students for checks issued by the bank at branch locations at no charge;
- c) Fulfill orders for currency and coin at branch locations; and
- d) Provide 12 safety deposit boxes of various sizes at a branch within Harrisonburg City limits.
- e) Ability to order foreign currency;
- f) Offer foreign bank drafts (rare);
- g) Provide competitively-priced currency conversion services.

5. **Check Disbursements**

The University disburses approximately 640 checks per month for accounts payable and payroll (including supplemental retirement) from eight accounts.

The University uses positive pay and payee positive pay services on its check writing accounts. It also uses “post no checks” on several non-check writing accounts and has maximum check limits and teller check cashing limits. The University does not currently use Reverse Positive Pay, but is considering this service for accounts with minimal disbursement activity.

The printing of payroll, supplemental retirement and other miscellaneous checks is performed in-house. Accounts payable check printing is outsourced as described below.

Requirements include:

- a) Provide positive pay with payee positive pay services with online transmission of check details,
- b) Provide positive pay exception item review and correction online,
- c) Correct all encoding errors prior to reporting of positive pay exceptions;
- d) Not refuse to pay on demand any check authorized by Positive Pay because of insufficient funds;
- e) Provide a mechanism that limits the dollar amount of checks that can be cleared on JMU accounts and cap the amount of checks that can be cashed by a bank teller;

- f) Provide online stop payment services;
- g) Provide a report of paid checks with the functionality to sort checks by date range; and
- h) Provide online access to images of cleared checks (*front and back*) for a minimum of four years.

6. Direct Deposit of Payroll and Supplemental Retirement:

The University has 3,197 full time employees and just 5,029 part time employees. All employees are on the same semi-monthly payroll cycle. Employees are required to participate in direct deposit as a condition of employment by the University. Minimal exceptions occur for temporary employees. Over 99% of employees are on direct deposit.

There are 26 former employees that receive supplemental retirement payments from the University. The majority of these recipients receive payment by direct deposit, but there are six beneficiaries that receive a check. Supplemental retirement benefits are paid on the last day of each quarter.

The University initiates approximately 14,050 ACH credit transactions per month for payroll, employee reimbursements and retirement. The total dollar amount of the semi-monthly ACH files is approximately \$15.0 million.

The ACH file for direct deposit is sent to the bank one week in advance of the pay date. The bank must be able to hold the file for this period and make the payments on the payment date.

Requirements include:

- a) Accept and send ACH transactions in standard NACHA formats;
- b) Provide a prompt process for confirming receipt of ACH originations files;
- c) Process ACH payments on the payment date listed in the NACHA file for dates up to 30 days after receipt of the file; and
- d) Establish an ACH daily exposure limit at an appropriate level so that prefunding of payroll is not required; currently semi-monthly payroll gross is approximately \$15MM.

7. Accounts Payable:

The University has a multi-faceted approach to accounts payable processing. The process includes payments by check, ACH, purchasing card and virtual card. Payments are disbursed 2-3 times/week depending on when payroll and end of month dates fall. Separate files are sent to the bank for checks, ACH and virtual card.

The table on the following page provides MONTHLY details about payment methods, volume and dollar amount for all accounts payable payment methods except purchasing card, which is not included in this RFP.

Payment Method	Total Amount Disbursed	Number of Payments
ACH	\$18,920,000	226
Check	\$6,510,000	489
Virtual Card	\$163,000	19
Total	\$25,593,000	734

Details about current processes are provided below.

Checks – JMU has outsourced the printing and mailing of checks to vendors. JMU sends a file of check disbursements to the bank for processing 2-3 times/week depending on when payroll and end of month dates fall. The bank is responsible for mailing the checks to vendors. The goal is to minimize the number of checks by converting vendor payments to virtual card or ACH.

ACH – Because of the challenges related to validating vendor bank data, JMU has limited the number of vendors that are paid by ACH. For the 270 - 280 vendors that have been validated to date, the University stores vendor bank data on the bank’s self-service portal. The preference is for vendors to maintain their own bank data on a self-service portal in the future. JMU sends a file for ACH transactions to the bank 2-3 times/week depending on when payroll and end of month dates fall. The maximum historic ACH file for accounts payable for a single day was \$17.5 million; on average, the weekly file is less than \$5 million. Although rare, it is possible that the accounts payment ACH payment date and the semi-monthly payroll date could occur on the same day. In this unlikely situation, the maximum ACH exposure in one day could be \$32.5 million.

Virtual Card – JMU has a single use account program with its incumbent bank. The University hopes to grow this program through future vendor outreach campaigns. A file showing detailed disbursement data by vendor will be provided to banks that are selected as finalist in the selection process.

During fiscal year 2019, approximately 22% of the transactions qualified as large ticket. The average transaction size was \$5,259. JMU is currently on a monthly billing cycle with payment in seven days from statement date. Transactions are reconciled in the bank’s system by University staff and then downloaded for posting to PeopleSoft.

Purchasing Card – The University participates in the Commonwealth of Virginia Statewide Charge Card Program consortium. These services are **not** included in this RFP.

Requirements include:

- a) Offer a virtual card payment program;
- b) Coordinate the outreach to vendors to convert a larger portion of payments to either virtual card or ACH;
- c) Maintain a vendor self-service portal for storing vendor bank information for ACH transactions;

- d) Facilitate the timely printing and mailing of accounts payable checks;
- e) Establish an ACH daily exposure limit of at least \$32.5 million so that prefunding of ACHs is not required;
- f) Restricts vendors to taking the exact payment amount authorized (*no more and no less*);
- g) Send electronic advices of rejections/receipts to JMU in a timely manner;
- h) Provide an online system to review transactions details for all categories of payments;
- i) Provide a mechanism for University staff to reconcile virtual card transactions on the bank's online system and then download the transaction data in a format that is compatible with PeopleSoft; and
- j) Pay a rebate to JMU on the dollar amount of payments made by virtual card.

8. Electronic Transfer of Funds:

Incoming Funds – The University receives approximately 700 ACH credit transactions, 10 incoming domestic fed funds wires and one international wire per month. The incumbent bank provides a receivables matching service with multiple “account numbers” that assists with the identification of incoming payments.

Outgoing Funds – The University sends 15,000 ACH credit transactions (*as described above*) and receives 500 ACH debit transactions. The University also initiates an average of 35 domestic fed wires per month. The majority are repetitive wires and initiated through the bank's online portal.

JMU is a public institution of the Commonwealth of Virginia and must comply with a number of financial and operational restrictions. It must also regularly move funds to Commonwealth accounts. As a result, the University's banking partner must be able to accept electronic debits related to the Commonwealth's cash concentration system and comply with other restrictions. There are about 70 transfers per month to a Commonwealth of Virginia account held with the incumbent bank. The bank must have a concentration depository account for receiving deposit transfers on behalf of the Commonwealth of Virginia from the University (*via secured, encrypted online or web-based service*).

ACH blocks/or filters are used on all accounts.

International ACH Transactions (IAT) are not used at this time, but the University is interested in considering this service as a possible way to pay visiting professors.

Requirements include:

- a) Accept and send ACH transactions in standard NACHA formats;
- b) Provide ACH positive pay, debit blocking and filtering services;
- c) Provide a way to limit the dollar amount of an individual wire and cap the cumulative wires per day per account;

- d) Provide functionality within the online portal for users to create and maintain templates to generate Fedwire transfers with dual authorization;
- e) Provide a secure electronic method for initiating repetitive and non-repetitive Fedwire transfers;
- f) Provide a secure electronic method for initiating intra-bank transfers; and
- g) Receive and process incoming international wires.

9. Reporting:

JMU's accounting system is PeopleSoft Financials and Supply Chain Management version 9.2, PeopleTools 8.56.16; the system will be upgraded to release 8.57 in 2020.

The University requires access to daily reports of balances and transaction information, including prior and current day reporting of ledger balance, available balance, and summary and details of credits/debits posted. Current day and prior day reporting of wire activity and ACH receipts is also needed. JMU requires online access to transaction details as described in the Requirements section below. Further, it would be helpful for the University to have the ability to download transactions and account analysis statements into a format that allows easy upload to MS Excel.

There are approximately 32 employees utilizing the bank's online reporting platform, with multiple dual-control administrators. Most users have access restricted by their function.

The University receives a full reconciliation file from the bank that it uses to automatically reconcile three of its check writing files in PeopleSoft. Other accounts on which checks are drawn are manually reconciled using paper statements.

Requirements include:

- a) Provide secure online reporting of ledger balance, available balance, and summary and details of credits/debits posted;
- b) Allow 32 or more University employees with different levels of authorization to access the bank's online reporting system;
- c) Provide current day reporting with online access to information for at least 30 days;
- d) Provide prior day reporting with online access to information for at least 13 months;
- e) Provide online images of disbursement checks and items deposited for at least four years;
- f) Provide full and partial account reconciliation services for disbursements;
- g) Provide system functionality for users to generate customized reports;
- h) Provide online monthly activity statements and reports for all accounts by the third business day of the following month;
- i) Allow for the download of transaction data into CSV or MS Excel format; and

- j) Provide a detailed monthly account analysis statement for each account and a consolidated statement showing charges for all account services with online (*or by request*) access to report for at least 18 months.

10. Bank Balances:

Over the past 12 months, the University has had an average balance of approximately \$22 million in its demand deposit accounts. In the future, the University plans to maintain a target balance of \$10 million or less and would like to invest balances in excess of this amount in a secure manner at a market rate of return. The University is not currently using a liquidity management portal but would like to explore online alternatives for daily cash management through this RFP.

Peak deposits are in August and January, coinciding with tuition due dates.

Deposited funds are considered Public Funds as defined by the Code of Virginia. These funds are subject to the University’s investment policy, which included in Attachment D.

Requirements include:

- a) Offer a market rate on funds in the demand deposit accounts through a combination of a competitive earnings credit rate, an end-of-day overnight investment sweep or a hybrid account; or
- b) Provide a liquidity management portal for the University to forecast and manually move funds to a money market fund or other alternatives; and
- c) Secure all deposit balances, in excess of balances insured by the FDIC, through either the pooled method or the dedicated method in accordance with Code of Virginia § 2.2-4402, *Collateral for Public Deposits*.

B. SERVICE GROUP 2: MERCHANT CARD PROCESSING

JMU accepts payment by merchant card at both physical locations and online. All of the in-person transaction activity and some of the online activity is included in this RFP. First Data is the current processor.

There are 22 merchant IDs (MIDs) with average monthly volume of \$1.6 million and 17,200 transactions. All of the MIDs process Visa, Mastercard and Discover; 17 also process American Express. Approximately 68.9% of transactions are Visa, 27.5% of transaction are MasterCard, 3.4% Discover, and 0.2% American Express. JMU does not regularly process debit card transactions (processed only on Clover mini devices), but is considering the expanded use of this service.

The University owns 30 processing devices as listed below:

Manufacturer	Model	Device Type	Number
First Data	400 GT	Wireless Point of Sale Terminal	5
First Data	FD 130	Point of Sale Terminal	16
First Data	FD 410	Wireless Point of Sale Terminal	6
Clover	Mini	Point of Sale Terminal	3

JMU does not use a secure network to process payment card transactions. All network based systems use a validated P2Pe solution to eliminate the need for the University to submit a Self-Assessment Questionnaire (SAQ) C. Because of JMU's reduced scope, payment card information is kept off the network and AVS scans are not currently used.

Some of the University's devices now use analog phone lines. These phone lines are expected to be replaced over the next two years, so the processor will need to provide an alternative that does not use Voice over Internet Protocol (VoIP). A P2Pe solution over the University's network would be a viable option. Cell service is not an option at some campus locations.

The table below shows the applications and gateway used for web-based transactions:

Vendor	Gateway
Paciolan	CyberSource
JSA Tech	CyberSource
Choice CRM	Authorize.net
Allegiance	Bluefin Payment Systems

JMU contracts with Merchant Preservation Services, LLC d.b.a. CampusGuard a Qualified Security Assessor (QSA) company. CampusGuard provides support regarding various aspects of the Purchase Card Industry (PCI) compliance including general PCI consulting, technical guidance, project coordination, and guidance completing the Annual SAQ and Attestation of Compliance.

Required services include:

- a) Process merchant card payments (*MasterCard, Visa, American Express, and Discover*) through a Payment Card Industry Data Security Standard compliant processor;
- b) Provide 24/7 customer support;
- c) Establish 22 or more Merchant IDs to handle the processing of University merchant card activity;
- d) Process online payments using a secure gateway;
- e) Process debit card transactions;
- f) Transfer funds to designated University accounts;
- g) Offer a P2Pe solution for network based transactions;
- h) Provide detailed online reporting services including user-friendly summary reports on chargebacks; and
- i) Provide a detailed monthly statement for each merchant location and a consolidated statement showing charges for all account services.

C. SERVICE GROUP 3: PRE- PAID DEBIT CARDS

JMU currently uses credit cards and pre-paid debit cards to support the needs of students, staff and faculty. Through this RFP, the University would like to find a single solution to replace the existing mix of services. A description of the current practices follows.

1. Credit Card Program:

The credit card program is used for purchasing, international travel, small payments for Residence Life and to provide per diems to travelling athletes and band members. There are typically 1,400 – 1,500 cards outstanding at any time with 200 - 250 new cards issued each year. The amount charged to these cards is roughly \$112,000 per month.

An important function of the program is to allow cardholders involved with the travel abroad programs to access local currencies at an ATM. During the last fiscal year, there were 1,520 ATM cash withdrawals for a total amount of over \$715,000.

When issued, the cards are sent to the Finance Department where they are activated and PINs established. Funding is performed online based on the card ID number. The cards bear the name of the holder.

2. Pre-Paid Debit Card Program:

The University also has a pre-paid debit card program used to provide payments to clinical study participants/human subjects for research and other incentive and recognition payments. There has been a steady increase in card usage over the past several years to 1,463 cards in the 12 months ended November 2019.

The non-reloadable cards are typically issued in denominations of \$5.00 to \$200.00. Cards are sent in bulk to the University. The amount funded to the cards is roughly \$4,000 per month.

3. Consolidated Program:

The University is interested in a pre-paid debit card program that can meet the needs currently met by its existing credit card and pre-paid debit card programs. The table below summarizes the expected need.

Card Type	New Cards Per Year	Number Outstanding	Cardholder Name	Purpose
Reloadable	200 - 250	1,400 - 1,500	Yes	International Travel, Per Diems, Misc.
One Time	1,500	N/A	No	Clinical Studies, Incentives, Recognition

For convenience, the University would like the ability to activate a batch of cards at the same time and to provide funding instructions by sending an Excel file with details. It is also important that program administrators have the ability to change card limits for the reloadable cards in real time.

Requirements include:

- a) Issue pre-paid debit cards at the direction of designated University staff;
- b) Provide both reloadable and “one time” pre-paid debit cards;
- c) Provide cardholders with immediate access to funds on the pre-paid cards upon clearing of deposits;
- d) Offer cards that work internationally;
- e) Provide free or low cost options for cardholders to redeem funds;
- f) Provide instructions for cardholders on the use of the cards with details about free or low cost ways to redeem funds;
- g) Allow program administrators to fund multiple cards at one time by sending instructions to the bank in an Excel file;
- h) Provide spend tracking and reporting functionality for reloadable cards including online reconciliation;
- i) Provide a monthly download of transaction data, including Level 3 data for reloadable cards; and
- j) Allow the University to monitor activity on reloadable cards in real-time.

D. SERVICE GROUP 4: INTERNATIONAL PAYMENTS AND BANKING

JMU has a large and active study abroad program and has significant foreign currency requirements. The academic course offerings vary each semester, but there are typically 80 – 90 programs offered each year in 35 – 40 countries.

1. General Requirements:

During fiscal year 2019, the University initiated 106 U.S. dollar international wires and 445 foreign currency international wires. During that period, international wires were initiated in the following currencies and volumes:

Currency	Currency Amount	USD Equivalent	Transactions
US Dollar		\$ 867,922.40	109
Euro	5,020,977.12	\$ 4,773,385.87	207
Great British Pound	2,160,189.71	\$ 3,814,844.26	86
Tanzanian Shilling	39,627,240.00	\$ 17,422.93	3
South Korean Won	6,471,700.00	\$ 5,710.13	4
Japanese Yen	7,622,479.00	\$ 69,400.39	6
Indian Rupee	10,000.00	\$ 146.43	1
Russian Ruble	335,040.00	\$ 5,195.59	2
Swedish Krona	280,746.00	\$ 30,188.13	7
Israeli New Shekel	2,376.00	\$ 669.24	2
Malaysian Ringgit	969.00	\$ 244.00	1
Chinese Yuan	35,000.00	\$ 5,392.58	1
Argentine Peso	427,983.00	\$ 10,000.00	2
Australian Dollar	42,613.00	\$ 30,274.86	9
Swiss Franc	5,704.53	\$ 5,777.32	1
Canadian Dollar	44,370.00	\$ 33,498.87	4
Total		\$ 9,670,073.00	445

Requirements include:

- a) Daily access to an online foreign exchange trading system for initiation of foreign wires and monitoring rates;
- b) Ability to initiate foreign wires in both U.S. Dollars and the foreign currencies provided in the table above;
- c) Ability to initiate U.S. Dollar wire transfers to foreign locations online and/or by telephone;
- d) Ability to initiate wire transfers in real time;
- e) Creation of and utilization of wire instruction templates for established foreign bank accounts;
- f) Ability to put cash on the ground in the country, to be picked up with proof of identification;
- g) Provide competitively-priced currency conversion services with more favorable rates for bulk transfers;
- h) Reporting of all wire transfer activity, including fees;
- i) Up to date online commentary regarding foreign market news, currency speculation and holiday closing notifications;

- j) 24-hour foreign exchange rate feed that would take advantage of potential after hours transactions in the United States;
- k) A dedicated international division bank representative to service as a resource for transfer/currency problems, rate outlooks and currency trends and information and recommendations on foreign banks; and
- l) Established levels of security access and authorization procedures.

2. International Banking (Optional)

The University has regular, semester-long programs in the following countries:

- Antwerp, Belgium
- London, England
- Florence, Italy
- Salamanca, Spain
- Edinburgh and St. Andrews, Scotland

In these countries, the University needs a local banking partner that can provide basic cash management services and access to local currencies. In total, the multi-currency accounts at these banks held the following average balances during fiscal year 2019:

Currency	Amount	USD Equivalent
Euro	€1,198,557	\$1,416,164
British Pound	£372,812	\$496,423

Currently, JMU has banking relationships with two banks in each of these countries; the second bank serves as a backup. Through this RFP process, JMU is interested in learning about international banking capabilities or correspondent banking relationships offered by the Offeror that could help to meet the Universities needs in these countries.

Requirements include:

- a) Establish multi-currency deposit accounts to function as holding accounts abroad for foreign currency purchases in Belgium, England, Italy, Spain and Scotland.
- b) Initiate foreign wires in local currencies;
- c) Provide online access to account balances and transactions.

INFORMATION REQUESTED – ALL OFFERORS MUST RESPOND WITH A WRITTEN RESPONSE TO SECTIONS “E” THROUGH “O” BELOW. (Offerors should respond to Sections G through J, respectively, for each service group offeror is proposing).

E. QUALIFICATIONS AND EXPERIENCE

(All offerors must respond to this section.)

1. Provide a general overview and brief history of the bank, including parent and/or subsidiary companies and number of employees.
2. Provide the address of the office that will provide service to JMU for each Service Group you are proposing to provide.
3. Describe the experience of your bank providing similar services to other higher education institutions.
4. Complete the following table with current credit ratings by Standard & Poor's Rating Services, Moody's Investors Service and Fitch Ratings. If the bank is not rated by these organizations, provide other evidence of the bank's financial strength.

	Standard & Poor's	Moody's	Fitch
Bank			
Short-Term Unsecured Senior Debt			
Long-Term Unsecured Senior Debt			
Bank Holding Company			
Short-Term Unsecured Senior Debt			
Long-Term Unsecured Senior Debt			

5. Discuss the bank's current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:
 - a) Total Risk Based Capital Ratio: _____
 - b) Tier 1 Risk Based Capital Ratio: _____
 - c) Tier 1 Leverage Capital Ratio: _____
6. Include an *electronic copy* of the most recent audited annual financial statements.
7. Provide a statement of litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

F. PERSONNEL

(All offerors must respond to this section.)

1. Provide the name, title, address, phone number and email address of the primary contact person(s) and the day-to-day contact that will be assigned to this account for the Service Groups you are proposing to provide.

Service Group	Primary Relationship Manager/Product Specialist	Day-to-Day Contact
1: Comprehensive Banking Services		
2: Merchant Card Processing		
3: Pre-Paid Debit Cards		
4: International Payments & Banking		

2. Describe the role/responsibilities of each individual on the relationship team.
3. What is your bank's protocol for notifying business customers of changes in the relationship management team?

G. SERVICE GROUP 1: COMPREHENSIVE BANKING SERVICES

(Only offerors proposing for Service Group 1 should respond to this section.)

1. For banks proposing to provide Service Group 1, confirm that the bank can meet each of the "required services" listed in Section IV.A., Service Group 1: Comprehensive Banking Services.

2. Customer Service

- a) Complete the table on the following page for each of the individuals who will work with JMU on a regular basis, including the local branch liaison.

Information Requested	
Name	
Proposed Role	
Location	
Experience with other Higher Education Institutions	
# of Years in Banking	
# of Years with Your Bank	
# of Accounts Responsible For	

- b) What are the hours of operation of the customer service unit involved in supporting the proposed services?

- c) For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned?
 - d) After the initial transition, how often will the primary relationship manager attend on-site meetings with JMU staff? Describe a typical meeting agenda for this on-site meeting.
 - e) IT Resources: Will the bank provide an IT liaison to work on set-up, file transfer, testing and troubleshooting/issue resolution? During what hours is technical support available (*specify time zones*)?
 - f) Describe the process for setting up a new demand deposit account.
3. Branch Services
- a) Provide a list of the deposit taking branches operated by the bank within the City of Harrisonburg.
 - b) What is the ledger cutoff time for deposits made to each branch location?
 - c) Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?
 - d) If the bank corrects a branch deposit for the Parking Services Department, how will JMU be informed of this change (*i.e. phone call, online notification, email*)? Is there a de minimis amount below which you write off deposit adjustments; if so, what is it?
 - e) What are the timelines and procedures for placing change and currency order requests of less than \$3,000?
 - f) What are the timelines and procedures for placing change and currency order requests of greater than \$3,000?
 - g) Is it be possible for the bank to provide foreign currencies at the branch in amounts of up to \$20,000 USD equivalent? If so, what currencies are available? What is the timeline and procedures for placing orders for foreign currencies?
 - h) At which location would the University's safety deposit boxes be located?
4. Remote Deposit Capture ("RDC")
- a) Describe the bank's ability to process checks by Remote Deposit Capture ("RDC").
 - b) Are the University's existing TellerScan model TS240 scanners compatible with your RDC software?
 - c) If the TellerScan scanners are not compatible with your RDC software, is the bank willing to offer new equipment to the University at no charge?
 - d) Does the bank verify that each item hasn't been previously deposited? If so, for how many prior days does duplicate detection service check?
 - e) What is the cutoff time for same day ledger credit?

5. Returned Item Processing
 - a) Can returned checks be automatically redeposited? If so, how many times?
 - b) Can the bank provide online access to electronic images (*front and back*) of returned items to JMU? How soon after an item is returned can these images be accessed?
6. Availability of Deposits
 - a) How does the bank determine and calculate availability of deposited items? Does the bank calculate availability by item or formula?
 - b) Does the bank give immediate availability for on-us items?
 - c) Provide a copy of the availability schedules the bank proposes to use for JMU, including branch and RDC.
 - d) Are the schedules offered to the University the best schedules offered to any customer? If not, quantify the difference and explain how JMU may obtain the bank's best availability schedule.
7. Check Disbursements/Positive Pay
 - a) How will JMU be notified of positive pay exceptions? Can an e-mail notification be sent to specific users alerting them that there is an exception item to review?
 - b) At what time will JMU receive information on exception items? How much time will JMU have to review discrepancies and notify the bank to accept or reject?
 - c) What are the options for transmitting check issuance information to the bank? What is the deadline for the transmission of check issuance files to the bank?
 - d) Can JMU key in individual checks into the bank's online platform rather than having to do a transmission of a check issuance file for a single check?
 - e) How is payee information captured from physical checks? What steps does the bank take to prevent exception items being flagged due to erroneous capture of payee information?
 - f) Can stale-dated checks be reported as exception items? How are stale-dated checks identified (*i.e. are these checks automatically removed from the issue file after a set number of days or does JMU need to send a file removing the checks from the issue file*)?
 - g) Does the bank offer reverse positive pay for accounts that have a low volume of check issuance?
 - h) Can some accounts be designated as "post no checks" to prevent any check from clearing?

8. Stop Payments

- a) What term options are available for stop payments? Does the fee for a stop payment vary based upon term?
- b) Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?
- c) Will the system automatically verify if a check has been paid before processing the stop payment request?
- d) Can stop payments be automatically renewed? If so, for how long?
- e) If using positive pay, can a cancel be placed on an outstanding check in lieu of a stop payment? If so, can the cancel be placed online?

9. ACH Processing

- a) What are the transmission deadlines for one day and two day ACH files? When are funds debited from JMU's accounts?
- b) Describe your bank's options for transferring ACH files to your bank for processing.
- c) How soon after receipt of the ACH file will the bank confirm that it has been received?
- d) Describe any fraud prevention features your bank has to mitigate a fraudulent file transmission.
- e) What is the bank's maximum retention period for future dated transactions?
- f) Do you offer Same Day ACH transaction capability?
 - i. If so, describe the process for initiating transactions.
 - ii. Are there any limitations on the use of Same Day ACH origination other than those stated in the NACHA Rules?
 - iii. Would a monthly maintenance fee apply for access to Same Day ACH processing or is it a per transaction charge?
- g) How does your bank advise clients of ACH NOC and returns? What information is provided with the NOC and return advices? When is the client notified of an ACH return?
- h) Do you offer any tools or services that can assist with identifying ACH originators or the source of the ACH?

10. ACH Fraud Protection & Controls

- a) What levels of ACH filtering can be applied to ACH debits received (*originator, originator & dollar amount, etc.*)?

- b) With ACH debit blocking, does the bank notify JMU of attempts to debit funds that have been automatically rejected? If so, how?
- c) Does the bank offer ACH positive pay?
- d) Describe any account validation services that are available to assist clients in complying with NACHA's requirement to institute Supplemental Fraud Detection Standards for Web Debits (*i.e. Early Warning, Giact, etc.*).
- e) Does the bank offer Universal Payment Identification Codes (*ability to mask account numbers to reduce the risk of unauthorized direct debits*) or a comparable service?

11. Wire Processing

- a) During what hours is the bank's wire transfer system available?
- b) Once the bank is in receipt of instructions, how long does it take the bank to send the wire? Does the bank release wires immediately or are they released by batch?
- c) Please fill in the following table with the cutoff time for Outgoing Domestic Fedwire by origination method.

	Online	Phone
Outgoing Domestic Fedwire		

- d) Describe the online system's security features. Can varying degrees of authorization be set (*i.e. multiple authorizers, maximum dollar amounts, etc.*)?
- e) How would JMU set up repetitive wire transfers with the bank, including communication methods (*e.g. written request, fax, PC, online*)?

12. Intra-Bank Account Transfers

- a) Describe the process of initiating intra-bank account transfers.
- b) What is the cut-off time for same-day intra-bank account transfers?

13. Does the bank maintain an account for the Commonwealth of Virginia into which JMU could move funds by intra-bank transfer?

14. Statements & Documents

- a) How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statements		
Account Analysis Statements		
Partial Reconciliation Information		
Full Reconciliation Information		

15. System Administrators

- a) What capabilities and functionalities would University system administrators have on the bank's online system (*i.e. adding new users, removing users, settling authorization levels, etc.*)?
- b) What levels of authorization (*i.e. accounts view, transaction capabilities, etc.*) can be permitted or turned off for individual users?
- c) When setting up a new user, can a current user's privileges be copied for the new user?
- d) Can administrators reset user passwords?
- e) Can users reset their own passwords?

16. Online Reporting System

- a) Does the bank currently interface with PeopleSoft ERP systems for other customers? If so, describe the bank's experience and capabilities.
- b) Describe the reports that will be available to JMU through the bank's balance reporting system. Include sample reports.
- c) Previous Day Reports
 - i. What time is previous day information available?
 - ii. What transaction types are reported in previous day reporting?
 - iii. What previous day reports are available?
 - iv. Is complete wire addenda information included in prior day reports?
 - v. Provide samples of previous day balance and transaction reports.
- d) Current Day Reports
 - i. What transaction types are reported in current day reporting?
 - ii. What current day reports are available?
 - iii. Provide samples of current day balance and transaction reports.
- e) Are there any details provided in current day reporting that are not available in previous day reporting?
- f) Complete the following table indicating how long each item is available online? Differentiate between the standard term and the terms available for an additional fee.

	Required Term	Standard Term (included at no additional cost)	Optional Terms Available
Current Day Reporting	30 Days		
Prior Day Reporting	13 Months		
Monthly Account Statements			
Images of Items Deposited at Branch or by RDC	4 Years		
Disbursement Items	4 Years		
Account Analysis Statements	18 months (online or by request)		

- g) In what file formats can transaction data be downloaded? Can activity be downloaded into MS Excel? If data cannot be downloaded in a file format that is easily uploaded to Excel, does the bank offer any other method for JMU to easily sort and manipulate downloaded data?
- h) Do you offer any cash flow forecasting or analytical tools either on the bank's portal or through download to a local computer?
- i) Can electronic reports be customized by users within the bank's online platform? Can these customized reports be saved? Can the templates be shared with other users?
- j) Can electronic reports be scheduled to be generated automatically and e-mailed to designated users?
- k) Describe any mobile applications that you offer for smartphones or tablets. Complete the following table indicating which banking functions can be completed through the mobile application.

Banking Function	Yes/No
Initiate a repetitive wire	
Provide secondary approval for a wire transfer	
Decision positive pay items	
Reset a user's password	
Obtain balance reports	
Other _____	

- l) Describe any recent or upcoming major upgrades to your online reporting system.
- m) If available, provide access to an interactive demonstration of the bank's online reporting capabilities.

17. Reconciliation Services

- a) What report options are available for partial and full reconciliations? Do these reports include information on check, ACH, and wire transactions? Provide sample reports.
- b) Is the full reconciliation file available in a format that can be used to perform an automated reconciliation of disbursements in PeopleSoft? (*A copy of the PeopleSoft file specifications are provided as Attachment E.*)
- c) Does the bank offer an accounts receivable service that can assist with the identification of incoming payments from multiple sources?

18. Virtual Card

- a) What card platform(s) does your program employ (*e.g., MasterCard, Visa, American Express or other*)?
- b) Identify and provide an overview of the software/web-based card program management system that supports the bank's virtual card program.
- c) State whether the software/web-based virtual card program management system is wholly owned by your bank. If not, specify the owner of the system and how many years the bank has worked with the owner of the system.
- d) What billing cycles are available? What payment terms are available from statement date?
- e) Do you offer virtual card payments to vendors using "ghost cards," "single use accounts," or both? Describe your program and the benefits of your approach.
- f) How would vendors receive instructions related to JMU payments made by virtual card?
- g) If a payment authorization email is sent to vendors, provide an example of the correspondence. Can the body of the email be customized by JMU?
- h) Describe the bank's capabilities for delivering remittance details to the vendor for payments made by virtual card. Is there an additional fee to either JMU or the vendor for this service?
- i) If the supplier reverses a payment, identify the impact on the available balance for the card.
- j) Can refunds be posted to the card?
- k) If a vendor does not process a card payment, after how many days does the authorization "expire" and can no longer be used?
- l) Before the authorization expires can your system send an automated reminder notice to the vendor informing them that they have a payment that has not been processed?
- m) How will JMU be notified if a vendor does not process a card payment?

- n) Describe the reports available to JMU to review, manage and reconcile vendor payments made by commercial card. What type of information (*i.e. initiated, but unprocessed card payments; expired payment authorizations*) does the system report?
- o) Do you offer a Buyer Initiated Payment (*push pay*) Program? If so, provide an explanation of how this service would operate. If a different rebate schedule applies, provide details.
- p) Vendor Enrollment for Payment by Virtual Card
 - i. Describe the outreach services you provide to encourage acceptance of payment by virtual card.
 - ii. Who makes outbound phone calls to vendors (*i.e. employees of your bank or a third-party*)? Will a specific individual or a team of individuals be assigned to JMU? Where are they located?
 - iii. How often would you propose to contact vendors who initially chose not to accept payment by card?
 - iv. For vendors unwilling to accept payment by virtual card, can your enrollment process attempt to convert payment to ACH?
- q) Payments to Vendors by ACH
 - i. Does the bank have an online self-enrollment portal for vendors? If so, describe the process vendors would use to enroll.
 - ii. Would JMU have the ability to enter vendor bank account data through the self-enrollment portal?
 - iii. Describe the bank's capabilities for delivering remittance detail to the payment recipient for payments made by ACH. Is there an additional fee to either JMU or the vendor for this service?
 - iv. What steps does the bank take to validate the legitimacy of the banking instructions to ensure funds are made to the correct payee?
 - v. Does the bank validate the W-9 and compare vendor data to OFAC sanctions lists? If so, does the bank provide ongoing monitoring?
 - vi. Can the bank provide any level of payment guarantee on ACH transactions? If so, describe the service and the conditions of the guarantee?
- r) What options are available for transmitting payment information to the bank for ACH, virtual card and outsourced check payments (*online, FTP site, transmission*)?
- s) Check Printing
 - i. Describe the bank's experience in providing check-printing services. Would checks be printed in-house or is this service outsourced?

- ii. What is your cut-off time for receiving files for checks to be printed and mailed on the next business day?
- iii. Where will checks be printed?
- iv. Are multiple check printing sites available in the event one site is inoperable (*weather, equipment, etc.*)?
- v. What controls do you employ to assure safety of customer data transmitted, check stock, and safeguarding of the checks before they are mailed to the recipient?
- vi. What quality controls are in place to prevent errors in printing?
- vii. Does the bank offer any escheating service that could help JMU with the due diligence of reaching out to the individuals whose check is outstanding and then fulfill the unclaimed property reporting to the Commonwealth or Virginia?

19. Digital Payments

- a) Does the bank offer a digital payments solution, where payments can be made to an e-mail address or phone number?
- b) Describe how payments made to individuals are initiated. What information needs to be entered?
- c) If a digital payment is originated to an incorrect e-mail address or mobile phone number, is there any recourse or protections similar to those provided by NACHA?
- d) Can a dollar threshold for individual digital payments be imposed?
- e) How long does it take the recipient to receive confirmation that they have received funds post transmission?
- f) Does the recipient have to “claim” funds, or is the money automatically “pushed” to the individual’s bank account?
- g) What happens to funds that are not claimed or an e-mail address or phone number that is not already linked to a bank account?
- h) Can your platform integrate with other common digital payment platforms (*i.e. Apple Pay, Google Pay, Samsung Pay, Microsoft Wallet, Visa Checkout, etc.*)?

20. Earnings Credit Rate

- a) Does JMU have the choice of paying the bank by either "hard dollars" or compensating balances ("*soft dollars*")? Is the pricing the same?
- b) If JMU chooses to use compensating balances, are there any charges that could not be paid this way?
- c) What is the bank's current earnings credit rate? What earnings credit rate will the bank be offering to JMU?

- d) How is your bank's earnings credit rate determined, adjusted, and applied?
- e) Are you willing to tie the earnings credit rate to a market index? If so, which index would you suggest?
- f) Does a reserve requirement apply on balances?
- g) Balance Based Assessment
 - i. Will the bank assess any balance based charge (*formerly FDIC or other*) to JMU?
 - ii. If so, what is the current charge for an entire year on a \$1,000,000 balance?
 - iii. How is this charge computed?
 - iv. Is this charge assessed on ledger or collected balances?
- h) Does the bank have any limits on the amount of deposits that JMU could maintain with the bank?
- i) Can "excess" earnings credits be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried?

21. Overnight Investment Option or Interest Bearing Bank Deposit

- a) What short-term investment vehicles(s) or interest bearing account(s) does the bank propose to use for the overnight investment or sweep of JMU's demand deposit accounts?
- b) Does a reserve requirement apply to the proposed option?
- c) Balance Based Assessment
 - i. Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option?
 - ii. If so, what is the current charge for a full year on a \$1,000,000 balance?
 - iii. How is this charge computed?
 - iv. Is this charged assessed on ledger or collected balances?

22. Money Market Portal

- a) Does the bank offer a money market portal to invest liquid funds? If so, describe the functions and capabilities of the portal.
- b) Provide a list of the fund families available and the number of money market mutual fund options available through this portal.
- c) How are funds transferred from the main depository account to the money market portal (*intra-bank transfer, ACH, wire*)?

- d) What is the cut off time for same-day redemptions?
- e) How quickly are funds available when making a redemption request from the portal?
- f) Is there a minimum account size
- g) Is there a minimum transaction size?
- h) Are there any charges for using the bank's money market portal? If so, list the charges.

23. Account Analysis Statements

- a) Provide a sample analysis statement.
- b) Are Association for Financial Professionals (AFP) Service Codes included on the analysis statement? If not, provide a list of the bank services mapped to AFP codes.
- c) Are account analysis statements available online? How many prior months are available?
- d) Can the account analysis statement be downloaded directly into MS Excel?

24. End-of-Day Overdrafts

It is a requirement of this solicitation that any JMU bank on which checks are drawn pay those checks presented even if it would cause a daylight or end of day overdraft, provided that the check has been authorized by positive pay.

- a) What charges would apply in the event of an end-of-day overdraft?
- b) Is there a per check fee or a per occurrence fee when there is an overdraft? If so, what is it?
- c) Is there a daily cap on fees?
- d) In what order are disbursements processed if the processing of all items would result in an overdraft?

<p>H. SERVICE GROUP 2: MERCHANT CARD PROCESSING</p>
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(Only offerors proposing for Service Group 2 should respond to this section.)

1. For banks proposing to provide Service Group 2, confirm that the bank can meet each of the "required services" listed in Section IV.B., Service Group 2: Merchant Card Processing.
2. Customer Service
 - a) Complete the table below for each of the individuals who will work with JMU on a regular basis.

Information Requested	
Name	
Proposed Role	
Location	
Experience with other Higher Education Institutions	
# of Years in Banking	
# of Years with Your Bank	
# of Accounts Responsible For	

- b) What are the hours of operation of the customer service unit involved in supporting the proposed services?
 - c) For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned? Provide biographical information for this individual(s) that will be assigned to this account.
 - d) After the initial transition, how often will the primary relationship manager attend on-site meetings with JMU staff? Describe a typical meeting agenda for this on-site meeting.
3. Describe the firm's bank card and debit card-processing capabilities. List all card brands currently supported.
 4. Does the firm act as its own processor or does it use the services of a third-party processor? If a third-party processor is used, name the processor and the length of time the processor has had a relationship with the firm?
 5. What is your total annual volume of merchant card transactions processed by your firm across all clients?
 6. Are the University's existing merchant card terminals (*see table below*) compatible with your processor or are new terminals required?

Model	Yes/No
First Data 400 GT	
First Data FD 130	
First Data FD 410	
Clover Mini	

7. If the University needs replacement or additional terminals, what terminals would the firm recommend? What is the cost of the recommended terminals?
8. Is your system compatible with and able to access transactions from Cybersource, Authorize.net and Bluefin Payment Systems? Do you process merchant card transactions from other users of these gateways?
9. Is your organization, including all subcontractors and third-party processors, in compliance with all applicable Payment Card Industry Data Security Standard (PCI DSS) requirements? Have you been certified by a third-party assessor?
10. What do you require from the JMU for PCI compliance validation?

11. Do you provide financial support in the event of a breach (*often referred to as breach coverage*)? If so, how much coverage is provided?
12. What type of data security solutions (*tokenization, end-to-end encryption, point-to-point encryption*) do you offer? Describe the solution(s) in detail.
13. What process do you use to ensure that the transactions qualify for the lowest interchange category? Do you provide any review of account activity to help identify opportunities to improve qualification rates?
14. Do you offer any reports that would alert JMU of abnormal activity that is resulting in transactions being downgraded and processed at higher interchange rates? How quickly are these alerts available (*i.e. real-time, after month-end, after quarter-end, or after a relationship review*)?
15. Describe the bank's ability to accept new payment methods, such as Apple Pay, Google Wallet, etc. What hardware or software changes would be required?
16. Describe your debit card processing capabilities. Which networks can you use to support both pin based and signature based transactions?
17. Does your system allow refunds of debit card transactions to be made back to the cardholders account or must refunds be paid in cash?
18. What is the latest time the processor can receive card transactions for settlement on the next business day, assuming the deposit is made at your bank? Are there any transactions that would not receive next day availability?
19. When deposits are made into the JMU cash management bank, are settlement amounts deposited by batch and merchant identification number? What information appears in the ACH Addendum information to facilitate reconciliation?
20. How do merchant card batches appear in the JMU's bank account? (*one deposit per MID, one deposit for all MIDs per day, other.*)
21. Are Saturday/Sunday/Monday batches deposited separately or will they appear as a single lump deposit?
22. Confirm that interchange fees will be deducted at the end of the month. If not, when will fees be deducted from the bank account?
23. Confirm that the processor's fees will be deducted at the end of the month. If not, when will fees be deducted from the bank account?
24. Describe the firm's online reporting for merchant card transactions. Is transaction information available by terminal or merchant identification number?
25. Describe the daily and/or monthly reconciliation reports available.
26. Can summary reports by department be created?
27. Will the reports show details about all fees paid to card-issuing banks, card associations, and the payment processors? Provide sample reports.

I. SERVICE GROUP 3: PRE-PAID DEBIT CARDS

(Only offerors proposing for Service Group 3 should respond to this section.)

1. For banks proposing to provide Service Group 3, confirm that the bank can meet each of the "required services" listed in Section IV.C., Service Group 3: Pre-Paid Debit Cards.
2. Customer Service
 - a) Complete the table below for each of the individuals who will work with JMU on a regular basis.

Information Requested	
Name	
Proposed Role	
Location	
Experience with other Higher Education Institutions	
# of Years in Banking	
# of Years with Your Bank	
# of Accounts Responsible For	

- b) What are the hours of operation of the customer service unit involved in supporting the proposed services?
 - c) For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned? Provide biographical information for this individual(s) that will be assigned to this account.
 - d) After the initial transition, how often will the primary relationship manager attend on-site meetings with JMU staff? Describe a typical meeting agenda for this on-site meeting.
3. Provide a description of your pre-paid card program. How long have you offered this card program?
4. Have you implemented a pre-paid debit card program at other higher education institutions as a solution for coaches to provide per diem funds to athletes while traveling or for payment to clinical study participants/human subjects? If so, describe the experience in implementing these programs.
5. What card platform(s) does your program employ (*e.g., MasterCard, Visa, American Express or other*)? If more than one is used, which would you recommend for JMU and why?
6. Are the accounts insured by FDIC?
7. Identify and provide an overview of the software/web-based card program management system that supports the bank's pre-paid card program.

8. State whether the software/web-based pre-paid card program management system is wholly owned by your bank. If not, specify the owner of the system and how many years the bank has worked with the owner of the system.
9. Can the card design be customized to include JMU's colors and logo?
10. Cardholder
 - a) Does the program provide free access to funds at ATM's, retail stores, and bank branches? Describe the options for the recipient to access funds.
 - b) Are issuer fees assessed on a withdrawal from an ATM owned by your bank or from a surcharge-free ATM?
 - c) What type of access and support are available (*web, phone*)? Does the program provide 24/7 customer support for cardholders?
 - d) Do you offer any mobile applications for cardholders to view balances or locate in-network ATMs?
11. Reloadable Cards
 - a) Card Issuance
 - i. Describe the process for issuing new cards. How will the University get the account number information?
 - ii. What is the delivery method and turnaround time for new cards that are shipped to the University?
 - iii. How would cardholders obtain replacements for lost cards? How long does the replacement process take?
 - iv. Provide a sample of written materials that can be provided to cardholders on the proper use of the cards?
 - v. Can card profiles associated with an employee job title or position be made available to quickly set up new cardholders with a specific transaction/credit limit and specific MCC categories?
 - a) Describe the process of loading funds on the cards. How quickly can funds be loaded on the card?
 - b) Once the card has been loaded, is it possible for JMU to deactivate the card and/or "unload" the balances?
 - c) At what point does a card become inactive? What happens to inactive cards?
 - d) What are the liabilities of JMU and employees in the event of fraud, abuse, or loss of a card that is committed by a non-employee and not for the benefit of JMU?
 - e) Discuss any benefits for cardholders (*i.e. loss damage waiver and liability insurance on rental cars, accident insurance, emergency card replacement, etc.*).

- f) Is it possible for the recipient to overdraw the balance on the card? Describe your overdraft policy.
- g) Reporting
 - i. List the reports that are available for the cardholders.
 - ii. List the reports that are available for program administrators.
 - iii. What information is available to be downloaded? In what format is information available?
 - iv. Are workflow reports available to show an audit trail of specific activity, such as card review/approvals (*name, date, activity*) and temporary credit limit approvals? For how long are historic workflow reports available?
 - v. Describe the data that is captured by the online reporting system. Does the reporting system show Level 3 data?
 - vi. Can a report be generated to show dormant accounts that have had no activity for a period of time?
- h) In addition to the cardholder name, can a second line of data be shown on the card to include the University's tax identification number?
- i) Program Administrator
 - i. What capabilities and functionalities would University program administrators have (*i.e. adding new cardholders, adjusting credit limits, reviewing activities*)?
 - ii. Can a program administrator deactivate a card for a terminated employee? If so, how long would it take for the card to be deactivated?
 - iii. If a transaction is declined at the point-of-sale and the cardholder contacts the program administrator, can the program administrators adjust restrictions, cardholder limits, and controls on individual cards on a "real-time" basis? If not "real-time", identify the length of time required for changes to become effective.
 - iv. Can program administrators make temporary adjustments to a cardholder's profile that automatically reverts back to the original profile on a specified future date?

12. Non-Reloadable "One Time" Cards

- a) Card Issuance
 - i. Describe the process for obtaining new cards.
 - ii. Is there a minimum number of cards that must be issued at one time?
 - iii. What is the delivery method and turnaround time for shipping cards to the University?

- iv. What are the options for activating the cards? Can a batch of cards be activated at the same time or must they be activated individually?
 - v. Provide samples of written materials that can be provided to cardholders on the proper use of the cards?
- b) Describe the process of loading funds on the cards. How quickly can funds be loaded?

J. SERVICE GROUP 4: INTERNATIONAL PAYMENTS AND BANKING

(Only offerors proposing for Service Group 4 should respond to this section.)

1. For banks proposing to provide Service Group 4, confirm that the bank can meet each of the "required services" listed in Section IV.D., Service Group 4: International Payments and Banking.
2. Customer Service
 - a) Complete the table below for each of the individuals who will work with JMU on a regular basis.

Information Requested	
Name	
Proposed Role	
Location	
Experience with other Higher Education Institutions	
# of Years in Banking	
# of Years with Your Bank	
# of Accounts Responsible For	

- a) What are the hours of operation of the customer service unit involved in supporting the proposed services?
 - b) For routine day-to-day transactions, will a specific customer service representative or a customer service department be assigned? Provide biographical information for this individual(s) that will be assigned to this account.
 - c) After the initial transition, how often will the primary relationship manager attend on-site meetings with JMU staff? Describe a typical meeting agenda for this on-site meeting.
3. Currency Conversion
 - a) How are currency rates determined?
 - b) When will JMU be notified of the applicable currency rate?
 - c) Are conversion rates different based upon the size of the transaction?
 - d) Are there any transaction fees involved for converting currency?

- e) Are FX specialists available to assist in completing the transaction?
4. Describe the process of initiating wire transfers, including USD international wires and foreign currency international wires.
5. What is the cutoff time for same day wire transfers?
6. Describe the security features for initiating a wire online. Can varying degrees of authorization be set (*i.e. multiple authorizers, dual approval, maximum dollar amounts, etc.*)?
7. What services does the bank offer that can assist the University with the validation of recipient bank accounts?
8. Does the bank offer International ACH Transactions (“IAT”)? Describe the difference in procedures and costs compared to international wires.
9. Does the bank offer the ability to pay foreign vendors using the Single Euro Payment Area (SEPA) credit transfers?
10. Is the bank able to assist the University with exchange rate hedging? If so, describe.
11. Does the bank offer a multi-bank reporting service that would allow JMU to view all foreign bank accounts in a single online locations? If so, describe.
12. Describe any disaster recovery options available through the bank that could assist the University to provide funds needed in foreign countries in an emergency situation.
13. Does the bank operate branch offices or have correspondent banking relationships in Belgium, England, Italy, Spain and Scotland that could be used by JMU to meet its international banking needs?

K. CONTROL

(All offerors must respond to this section. Provide information related to each Service Group you are proposing to provide, if applicable.)

1. Describe system support for defining and creating administrative and user accounts, including how accounts are assigned permissions to perform various actions in the system. Describe the process for maintaining and deleting user accounts, including the deletion of automated reminders to users and administrators. Describe how the product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).
2. Confirm that the bank shall provide the ability for the University to test changes prior to the University placing those changes into production. This is to include the University’s routine ERP system updates, at no cost.
3. Describe your approach to security reviews.

4. Describe the client operating system and browser requirements for your online systems. List any additional client-side software required for development/management of your toolset.
5. Online Access and Security
 - a) Do you support role-based access control (RBAC) for end-users?
 - b) Can you enforce password/passphrase aging requirements?
 - c) Can you enforce password/passphrase complexity requirements (*provided by the University*)?
 - d) Does the system have password complexity or length limitations and/or restrictions?
 - e) Do you have documented password/passphrase reset procedures that are currently implemented in the system and/or customer support?
 - f) Are there any passwords/passphrases hard coded into your systems or products?
 - g) Are user account passwords/passphrases visible in administration modules?
 - h) Does your application and/or user front end/portal support multi-factor authentication? If so, describe that technology.
 - i) Describe user audit reporting capabilities. Are audit logs available that include AT LEAST all of the following; login, logout, actions performed, and source IP address?
 - j) Describe or provide a reference to the retention period for those logs, how logs are protected, and whether they are accessible to the customer (*and if so, how*).
 - k) Can you provide retroactive reporting to show which users had system access during prior periods for auditors?
6. Describe your overall approach to providing mobile access to the application, including the bank's technology roadmap for support of hand-held computing devices.
7. Business Continuity
 - a) Describe or provide a reference to your Business Continuity Plan (BCP).
 - b) May the University review your BCP and supporting documentation?
 - c) Is there a defined problem/issue escalation plan in your BCP for impacted clients?
 - d) Are all components of the BCP reviewed at least annually and updated as needed to reflect change?
 - e) Has your BCP been tested in the last year?
 - f) Are specific crisis management roles and responsibilities defined and documented?
 - g) Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?

8. Disaster Recovery

- a) Describe or provide a reference to your Disaster Recovery Plan (DRP).
- b) May the University review your DRP and supporting documentation?
- c) Describe or provide a reference to how your disaster recovery plan is tested? (*i.e. scope of DR tests, end-to-end testing, etc.*)
- d) State how quickly the University will be notified of a data breach or security incident. What is your notification approach?
- e) Who would JMU contact to initiate day-to-day transactions if online capabilities and functionality are temporarily unavailable?
- f) Have you had a significant breach in the last 5 years?
- g) Have you or any third party you contract with that may have access or allow access to the institution's data experienced a breach?

9. Data Backup

- a) Describe or provide a reference to the backup processes for the servers on which the service and/or data resides.
- b) Are backup copies made according to pre-defined schedules and securely stored and protected?
- c) How long are data backups stored?
- d) Are data backups encrypted?
- e) Is there a "hot" backup processing site? Describe its location and capabilities. How far is the backup site(s) from the primary processing site?
- f) How long does it take to activate a backup processing site?

10. Do you have a dedicated Information Security staff or office?

11. Security Testing

- a) Have you implemented an Intrusion Detection System (*network-based*)?
- b) Have you implemented an Intrusion Prevention System (*network-based*)?
- c) Are you employing any next-generation persistent threat (NGPT) monitoring?
- d) Are your applications scanned externally for vulnerabilities?
- e) Have your applications had an external vulnerability assessment in the last year?

12. Third Party Assessments

- a) Describe your relationship with the vendor(s) of any third party tools (*e.g. SMS vendors, reporting tools, application server, etc.*) included in this proposal including licensing, support for the product(s), and version (*e.g. full or modified*).
- b) Describe how you perform security assessments of third-party companies with which you share data (*i.e. hosting providers, cloud services, PaaS, IaaS, SaaS, etc.*). Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.
- c) Provide a brief description for why each of these third parties will have access to University data.
- d) What legal agreements (*i.e. contracts*) do you have in place with these third parties that address liability in the event of a data breach?

13. Describe the bank's data privacy policy.

14. Cybersecurity

- a) Discuss the bank's security environment related to cybersecurity.
- b) Describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks.
- c) What are the bank's crisis communications plans in the event of a cyber-attack?
- d) Do you conform with a specific industry standard security framework? (*e.g. NIST Cybersecurity Framework, ISO 27001, etc.*)
- e) Do you carry cyber-risk insurance to protect against unforeseen service outages, data that is lost or stolen, and security incidents? If so, list the types and amount/limits carried.

15. Data Encryption

- a) Is sensitive data encrypted in transport? (*e.g. system-to-client*)
- b) Is sensitive data encrypted in storage (*e.g. disk encryption, at-rest*)?
- c) Does your system employ encryption technologies when transmitting sensitive information over TCP/IP networks (*e.g., SSH, SSL/TLS, VPN*)? (*e.g. system-to-system and system-to-client*)
- d) Do you employ or allow any cryptographic modules that do not conform to the Federal Information Processing Standards (FIPS PUB 140-2)?
- e) Do you have a cryptographic key management process (*generation, exchange, storage, safeguards, use, vetting, and replacement*), that is documented and currently implemented, for all system components? (*e.g. database, system, web, etc.*)

16. Describe the process and procedures for providing notification of technology changes, such as file content/structure, and new/modified data availability reporting changes to JMU.

17. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
18. Describe the bank's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the bank's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?
19. Describe the bank's procedures for complying with the Family Educational Rights and Privacy Act (FERPA) regulations.
20. Include a copy of the bank's SOC 1 or 2 report issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 or No. 18 for any processes or systems relevant to the services under this RFP. ***(Note: This is a critical part of the proposal evaluation. Failure to provide this information will significantly impair JMU's ability to assess the bank's security, processing integrity and confidentiality and will severely affect the evaluation of the bank's proposal. If the bank requires that JMU sign a non-disclosure agreement before the SOC report can be released, the bank is responsible for sending that document to JMU well in advance of the proposal due date.)***
21. Is your bank a participant in Sheltered Harbor, the new industry initiative to securely store and restore account data? If not, does your bank have plans to become a participant with Sheltered Harbor in the near future?

L. IMPLEMENTATION/CONVERSION

(All offerors must respond to this section. Provide information related to each Service Group you are proposing to provide.)

1. Include the estimated length of time for the transition and the amount of effort required by JMU staff.
2. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will JMU's account be transitioned to the ongoing client service team?
3. How are implementation managers or implementation teams assigned (*i.e. availability, geographically, complexity of the transition*)?
4. Indicate the bank's plans for initial and ongoing education and training of JMU employees in the use of your bank's systems. Will training be provided to JMU's IT staff?

M. NEW SERVICES AND IDEAS

(All offerors must respond to this section.)

1. Describe any new services or ideas that will help JMU enhance its use of banking services, secure efficiencies and/or control costs.
2. Provide any additional information that you believe to be pertinent, but that is not specifically requested elsewhere in the RFP.

N. REFERENCES

(All offerors must respond to this section.)

1. Provide at least three higher education references for which you have provided the type of services the bank is proposing to provide. Include the date(s) the services were furnished, the client name, address, and the name and phone number of the individual JMU can contact. If the bank is proposing for more than one Service Group, include at least one reference for each Service Group.

O. SAMPLE AGREEMENT

(All offerors must respond to this section.)

1. Provide a sample of the proposed agreement for your services. Provide samples of all other documents that will need to be signed/entered into related to the provision of the services requested in this RFP, including any documents referenced or incorporated in the contracts/agreements. JMU reserves the right to revise, negotiate, and otherwise reject terms presented by Offerors.
2. JMU shall incorporate this RFP and the offeror's proposal response as part of the overall contract, to include items specified in Attachment C – Sample of Standard Contract

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and seven (7) copies** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS. Attachments F - I pricing should be returned as Excel files on a CD or flash drive.** Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "**Redacted Copy**" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be

responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be sequentially numbered. For ease of review, Offerors must list the paragraph number, sub letter, and repeat the text of each question and requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "requirement(s)", "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations for top ranked offerors are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

The University may request select offerors for oral presentations on any of the following possible dates: April 27th, 28th, or 29th, 2020. Selected offerors will be given as much advanced notice as possible; however, all offerors should maintain flexibility in scheduling during these days.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that James Madison University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Provide detailed responses to the items requested in Section IV. Statement of Needs of this Request for Proposal.
- 3. Offeror Data Sheet, included as Attachment A to this RFP.
- 4. Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business

certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

5. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
6. Proposed Cost. See Section X. Fees and Compensation of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

1. Quality of products/services offered and suitability for intended purposes
2. Qualifications and experience of Offeror in providing the goods/services
3. Specific plans or methodology to be used to perform the services
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses
5. Cost

Allocation of points for evaluation criteria will be published to the eVA solicitation posting prior to the closing date and time.

- B. **AWARD TO MULTIPLE OFFERORS**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in

their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*§6 of the Rules Governing Procurement*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee

having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than February 27, 2020. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
 - 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency

or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

VIII. SPECIAL TERMS AND CONDITIONS

A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box No.	RFP #	
City, State, Zip Code	RFP Title	

Name of Purchasing Officer: _____

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. **UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer no later than February 27, 2020. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by email to franklm@jmu.edu or Fax to 540/568-7935.
- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of seven (7) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W

section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity

(SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSB-certified small businesses. This shall not exclude SBSB-certified women-owned and minority-owned businesses when they have received SBSB small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSB) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSB certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSB) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSB)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a

business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students, and affiliates will be collected and held confidential, during

and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (*and information derived from it*) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (*IRC*) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (*PII*). Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- R. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. CONTINUITY OF SERVICES:
- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee

(profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- U. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- V. INSURANCE, MONEY AND SECURITIES: Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by the Commonwealth of Virginia, with limits of coverage of not less than \$500,000 for Loss Inside the Premises Coverage and not less than \$500,000 for Loss Outside the Premises Coverage, naming the Commonwealth of Virginia as additional named insured with respect to this contract. Certificate of such protection must be presented to James Madison University prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.
- W. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal and to submit additional information which the Commonwealth deems desirable.
- X. DATA PRIVACY AND SUBCONTRACTORS: Contractor will use University Data only for the purpose of fulfilling its duties under the Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by law. University Data will not be stored outside the United States without prior written consent from the University. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under the Agreement. The Contractor shall be responsible and liable for the acts and omissions of its subcontractors, including but not limited to third-party cloud hosting providers, and shall assure compliance with the requirements of the Agreement.
- Y. DATA SECURITY: Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- Z. DATA TRANSFER UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 60 days of termination of the Agreement. Contractor shall ensure that such transfer uses facilities, methods, and data formats that are accessible and compatible with the relevant systems of the University. In the event that the University requests destruction of its data,

Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.

- AA. **RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use the data as provided in the Agreement solely for the purpose of performing its obligations hereunder. The Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property.
- BB. **SECURITY BREACH RESPONSE:** Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- CC. **OPTIONAL PREPROPOSAL CONFERENCE CALL:** An optional preproposal conference call will be held on Thursday, February 20, 2020 at 10:00 a.m. **Pre-registration is required** by completing the registration form on Page 1 of this RFP and returning to Leah Frank (franklm@jmu.edu or fax to 540-568-7935) **by 5:00 PM on February 17, 2020.** Call in information for the pre-proposal conference call will be provided to each registered offeror following their registration.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While call-in for this conference call will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to register and participate. Any changes resulting from this conference call will be issued in a written addendum to the solicitation.

IX. METHOD OF PAYMENT

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations. Payment to banks may be made in the form of compensating balances, but the bank must still submit invoices with a full accounting of services performed in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers. We are asking our vendors and suppliers to enroll in the Wells Fargo Bank single use Commercial Card Number process or electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Wells Fargo Bank single use Commercial Card Number process will receive the benefit of being paid in Net 15 days. Additional information is available online at: <http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to <https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

A. FEES AND COMPENSATION

(All offerors must respond to this section.)

Banks must agree to fix contract fees for at least the initial term of 3 years. If the bank intends to revise its fee schedule after the initial period, it must give written notice to the University at least 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the University and may not exceed the percentage increase of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

1. For how long will the bank guarantee the proposed fees for each Service Group? [As noted above, fees must be guaranteed for no less than three years.] Please complete the following table:

Service Group	Fee Guaranteed at Proposed Pricing For How Many Years?
Service Group 1: Comprehensive Banking Services	
Service Group 2: Merchant Card Processing	
Service Group 3: Pre-Paid Debit Cards	
Service Group 4: International Payments and Banking	

2. Service Group 1: Comprehensive Banking Services
(Only offerors proposing for Service Group 1 should respond to this section.)
 - a) What is the cost to designate an account as "post no checks"?
 - b) List fees for all stop payment term options. What are the fees for each stop payment renewal, if any?
 - c) List fees for extended storage terms for online items, including reports and images.
 - d) Is the bank willing to provide 100 check endorsement stamps to JMU at no cost to help cover the cost of conversion?
 - e) Can the University pay for the safety deposit boxes using compensating balances?
 - f) Virtual Card
 - i. Provide a rebate schedule for card activity at various usage levels up to \$10 million.

- ii. What is the proposed rebate on "large ticket" items? Specifically define what constitutes a large ticket item.
 - iii. Describe any other factors, such as average transaction size, etc., that affect the rebate amount.
 - iv. Describe how speed of payment is calculated.
 - g) If the bank offers an accounts receivable service that assists with the identification of incoming payments, provide pricing details.
 - h) Is it possible to earn rebates on accounts payable payments made by ACH? If so, provide the rebate schedule.
3. Service Group 2: Merchant Card Processing
(*Only offerors proposing for Service Group 2 should respond to this section.*)
- a) What fee will the bank assess per transaction?
 - b) What fee (in basis points) will the bank assess on the dollar amount of total transactions?
 - c) Provide a detailed list of the card brand fees you would pass on to the University, including both the name of the charge and amount.
 - d) Will all interchange, dues & assessments, and all other processing network fees be passed through to the University unadulterated (i.e. without markup)? If not, provide details about the bank's markup.
 - e) Does the bank charge any additional fees to process transactions using a gateway?
 - f) List all of the bank's charges related to pin-debit transactions.
 - g) List all of the bank's charges related to signature debit transactions.
 - h) Is there a monthly fee (per total relationship)? If so, what is it?
 - i) Is there a monthly fee per MID? If so, what is it?
 - j) Is there a monthly fee for online reporting? If so, what is it? Specify whether the fee is per relationship or per MID.
 - k) What is the charge for PCI compliance? Specify whether the fee is per relationship or per MID.
 - l) If the bank offers breach protection, is there a charge to the University?
 - m) Provide complete pricing details for the recommended data security method, including all fixed and transaction costs.
 - n) Will all interchange on returned sales (credits) be returned to the University?
4. Service Group 3: Pre-Paid Debit Cards

(Only offerors proposing for Service Group 3 should respond to this section.)

- a) Fee Structure (JMU) – Describe any fees incurred including the items listed below. Specify if the charges vary for reloadable and non-reloadable cards.
 - i. Card issuance fees
 - ii. Cost for Card Stock (*include the minimum # of cards required to be ordered*)
 - iii. Additional charge for cards with JMU colors and/or logo
 - iv. Loading funds on the cards
 - v. Transaction fees
 - vi. Administrative costs
 - vii. Software (*lease, purchase, installation, training, customization*)
 - viii. Standard reports
 - ix. On-going technical assistance
 - x. Related training web capabilities, including real time processing of applications
 - b) Fee Structure (*Students*) – Describe any fees incurred including the items listed below. Specify if the charges vary for reloadable and non-reloadable cards.
 - i. ATM withdrawals
 - ii. Out-of-network ATM transactions
 - iii. Point-of sale fees for pin-based transactions
 - iv. Branch withdrawals
 - v. Account fees
 - vi. Online statement fees
 - vii. Paper statement fees
 - viii. Balance inquiry fees
 - ix. Other fees/costs
 - c) Identify all fees/charges that would apply to international transactions.
5. Provide a complete fee schedule for each of the Service Groups the bank is proposing to provide. **Fees related to all services described in the proposal must be listed - even if the service is not specifically referenced on the pro forma.** Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged.
- a) Service Group 1: Comprehensive Banking Services - Complete the schedule included in Attachment F, using Association of Finance Professionals (AFP) Service Codes, where applicable.



Service Group 1 Pro
Forma.xlsx

- b) Service Group 2: Merchant Card Processing - Complete the schedule included in Attachment G.



Service Group 2 Pro
Forma.xlsx

- c) Service Group 3: Pre-Paid Debit Cards - Complete the schedule included in Attachment H.



Service Group 3 Pro
Forma.xlsx

- d) Service Group 4: International Payments and Banking - Complete the schedule included in Attachment I, using Association of Finance Professionals (AFP) Service Codes, where applicable.



Service Group 4 Pro
Forma.xlsx

6. Are you willing to offer any signing bonuses, transition or retention incentives?
7. Are there any additional price breaks or incentives if multiple Service Groups are awarded to your bank? If so, provide details.

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Sample of Standard Contract

Attachment D: University Investment Policy

Attachment E: PeopleSoft Reconciliation File Layout

Attachment F: Service Group 1: Pricing Schedule – included as a separate Excel spreadsheet

Attachment G: Service Group 2: Pricing Schedule – included as a separate Excel spreadsheet

Attachment H: Service Group 3: Pricing Schedule – included as a separate Excel spreadsheet

Attachment I: Service Group 4: Pricing Schedule – included as a separate Excel spreadsheet

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

- 3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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- 4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

- 5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

YES NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ Preparer Name: _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date:_____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSDB at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses
 for this Proposal and Subsequent Contract

Offeror / Proposer:

_____ Firm

_____ Address

_____ Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

This contract entered into this _____ day of _____ 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
(2) The following portions of the Request for Proposals dated _____:
(a) The Statement of Needs,
(b) The General Terms and Conditions,
(c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
(d) List each addendum that may be issued
(3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____ (Signature)

By: _____ (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

JAMES MADISON UNIVERSITY

Statement of Investment Policies and Goals

**Adopted by the
Board of Visitors
January 7, 2011
Effective January 7, 2011
REVISED February 23, 2015**

The Assistant Vice President for Finance manages the University's Investment Portfolio. These monies are comprised of funds collected and held for various endowments and local agency funds.

This document sets forth the responsibilities of the Assistant Vice President for Finance and Cash and Investments staff relating to the implementation of the investment policy and asset strategy, and evaluation and review of investment performance and progress toward attaining goals.

University Investment Policy

It is the policy of the University to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all statutes governing the investment of public funds. Investments shall be made with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Investment Objectives

The primary objectives, in priority order of the University's investment activities shall be:

1. **Safety.** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.
2. **Liquidity.** The University's investment portfolio will remain sufficiently liquid to enable it to meet all operational requirements which might be reasonably anticipated.
3. **Return on investment.** The University's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account its investment risk constraints and the cash flow characteristics of the portfolio.

General Account Structure

In order to meet the primary objectives of the University, the Portfolio will be composed of a Primary Liquidity Portfolio.. The Primary Liquidity Portfolio, which will be internally managed by the Finance Staff, is to be the source for disbursement requirements and operational needs of the Investment Account. Safety of principal and liquidity at the expense of return on investment are the foremost objectives of this portfolio.

Asset Mix Policy

The University's allocation targets for the Portfolio are primarily short-term in nature at this time, however, will normally adhere to the general asset mix policy of Commonwealth Treasury Investment Mix Policy.

The intent is to increase the overall average maturity of the Portfolio and to enhance the returns over the long-term. Deviations from the allocation targets for the Portfolio may be made by the Assistant Vice President for Finance and Finance Staff, when economic conditions or liquidity needs warrant, or when Finance Staff Determines that the aggregate deviation does not constitute a material departure from the spirit of the target allocation and the intent of the Assistant

Vice President for Finance. The Assistant Vice President for Finance shall review the target allocations and guidelines at least annually.

Authorized Investments

The primary objective of the University's investment activities shall be, in priority order, safety of principal, liquidity and return on investments.

The State Treasurer is empowered by Sections 2.2-4500 et seq. of the *Code of Virginia* to invest in the following types of securities, and the University intends to follow said *Code of Virginia*:

1. Obligations issued or guaranteed by the U.S. Government, an Agency thereof, or U.S. Government sponsored corporation. This includes Agency Mortgage Backed Securities (MBS). These securities can be held directly, in the form of repurchase agreements collateralized by such debt securities, and in the form of a registered money market or mutual fund provided that the portfolio of the fund is limited to such evidences of indebtedness.
2. Non-negotiable certificates of deposit and time deposits of Virginia banks and saving institutions federally insured to the maximum extent possible and collateralized under the Virginia Security of Public Deposits Act (VA SPDA).
3. Repurchase agreements collateralized with securities that are approved for direct investment as stated herein. The collateral on overnight or one day repurchase agreements is required to be at least 100% of the value of the repurchase agreement. Longer term repurchase agreements are required to have collateralization in excess of 100% and be marked to market on a daily basis.
4. Negotiable certificates of deposit, negotiable bank deposit notes and bankers acceptances of domestic banks and domestic offices of foreign banks.
5. Commercial paper issued by domestic corporations.
6. Corporate notes and bonds.
7. Municipal securities Taxable and tax-exempt municipal securities are permitted including; (i) of any state of the United States (ii) of any county, city, town, district, authority or other public body of the Commonwealth of Virginia, (iii) of any city, county, town or district situated in any one of the states of the United States provided, that the they are the direct legal obligations of the city, county, town or district, and the city, county, town or district has power to levy taxes on the taxable real property therein for the payment of such obligations without limitation of rate or amount (per *Code of Virginia*).
8. Asset-backed securities and mortgage backed securities including Commercial Mortgage-Backed Securities (CMBS) and Collateralized Mortgage Obligations (CMOs). This includes all private label mortgage related securities.
9. Dollar denominated obligations of sovereign governments and companies that are fully guaranteed by such sovereign governments.

The Assistant Vice President for Finance will in all cases place emphasis on securities of high credit quality and marketability. Holdings are subject to the following credit quality limitations at time of purchase.

1. Negotiable certificates of deposit, negotiable bank notes and bankers acceptances. Negotiable certificates of deposit, negotiable bank notes and bankers acceptances of domestic banks and domestic offices of foreign banks must be rated P-1 by Moody's Investors Service and at least A-1 by Standard and Poor's for maturities of one year or less as defined by 2a-7. They must be rated at least Aa by Moody's Investors Service and at least AA by Standard and Poor's for maturities exceeding one year.
2. Commercial paper. Commercial paper notes of domestic corporations must be rated P-1 by Moody's Investors Service and at least A-1 by Standard & Poor's.
3. Corporate notes and bonds. Corporate securities must be rated at least A3/A- or equivalent, by two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's. However, each external investment manager may invest up to 10% of their portfolio in high quality corporate bonds with a rating of at least Baa2/BBB or equivalent, by two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's.
4. Municipal securities. Taxable and tax-exempt municipal securities must be rated at least A3/A- or equivalent, by two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's.
5. Asset-backed securities and mortgage related securities. Asset-backed securities, mortgage-backed securities including all private label mortgage related-securities, Commercial Mortgage-Backed Securities (CMBS) and Collateralized Mortgage Obligations (CMOs) must be rated Aaa/AAA by at least two nationally recognized rating agencies, one of which must be either Moody's Investors Service or Standard & Poor's.
6. Dollar denominated obligations of sovereign governments. Sovereign debt must be rated Aaa by Moody's Investor Service and AAA by Standard & Poor's.

Downgraded Securities (Out-of-Compliance)

Should a security fail to meet the required credit quality limitations after purchase (i.e. credit downgrades), the external manager shall notify the Treasury Investment Staff and the Investment Consultant in writing within one business day after the security fails to meet the credit quality limitations. Such security must then be sold within 30 calendar days, unless retention of the security is approved in writing by the Assistant Vice President for Finance.

If a manager is allowed to retain an out-of-compliance security, the manager shall submit a monthly write-up to the Assistant Vice President for Finance and the Finance Staff. The write-up must include the manager's rationale (both qualitative and quantitative) on why they believe the security should continue to be considered for an exception.

Prohibited Investments or Actions

1. Any security not strictly authorized above must be approved in advance, in writing, by the Senior Vice President for Administration and Finance.
2. Futures, options, options on futures, margin buying, leveraging, and commodities.

Forward trades are permitted as long as they are procured during normal "when issued" periods for individual markets and as long as cash is reserved or a security will mature to cover the purchase.

3. Securities with the ability to defer interest, securities with the ability to convert to perpetual maturities and 144A securities.
4. Inverse floaters, IOs, POs, CDOs and Z-tranche securities.

Duration Limitations

To the extent necessary, the Assistant Vice President for Finance will attempt to match investments with anticipated cash requirements. Additional funds will be invested at maturities determined to be most beneficial to the portfolio. The following duration limitations shall apply:

The maximum duration for any single corporate security may not exceed 15 years. The maximum duration for any single asset-backed security, Private Label Residential Mortgage, Commercial Mortgage-Backed Securities CMBS and Private Label and Agency Collateralized Mortgage Obligations (CMOs) may not exceed five years. In the event the duration subsequently exceeds these limits, the manager shall notify the Assistant Vice President for Finance who shall determine whether the security should be sold. The maximum maturity on any single sovereign government obligation, excluding the U.S., may not exceed five years at the time of settlement. The maximum maturity on any negotiable certificate of deposit and negotiable bank deposit note may not exceed five years. For the Primary Liquidity Portfolio, the maximum duration/maturity for any single security is five years. The target duration (years) for the Primary Liquidity Portfolio is 1 year or less at the discretion of the Assistant Vice President for Finance.

Investment Responsibilities

The University is charged with the responsibility of reporting to the Board of Visitors on an annual basis. These reports will include investment performance information, security holdings, and security market values. Additional information will be provided if deemed appropriate or if requested. Investment Staff will arrange to present a performance review of the investment portfolio including any out-of-compliance securities and any additional reporting deemed appropriate or requested. This Statement of Investment Policy & Goals shall be reviewed at least annually by the Assistant Vice President for Finance and Finance Staff and, if appropriate, amended at such times as the deemed appropriate.

Finance Staff Responsibilities

1. Within 30 days of each month end, reconcile all transactions, market values, security holdings, and cash flows, with notice to the Assistant Vice President of all areas of discrepancy or disagreement.
2. Discuss as relevant, the renewal or purchase of new investments, with the Assistant Vice President, prior to finalizing investments.
3. Provide a monthly report that lists each out-of-compliance security and detailed rationale for continuing to hold and the targeted outcome.
4. Provide an accounting of any professional staff turnover that would impact this relationship or management of investments. Any material event that has an impact on the ownership of the investment organization or the management of this account must

be reported immediately to Assistant Vice President for Finance.

5. Attend an annual meeting with the Assistant Vice President for Finance and the Cash and Investments Director to review the performance of the portfolio, current outlook and the investment policies and goals Portfolio.

Review and Modification of Investment Policy

All objectives and policies are in effect until modified by the Assistant Vice President for Finance. The Assistant Vice President for Finance will review these at least annually for their continued appropriateness. It is anticipated that the Assistant Vice President for Finance will propose revisions in these guidelines at any time that they could potentially impede the Fund from meeting its objectives. It is not anticipated that these policies will change frequently. In particular, short-term changes in the financial markets should not require adjustments to these policies.

ATTACHMENT E

PSBD1 FILE LAYOUT (9.0)

**000 RECORD
FORMAT**

The '000' record is the bank header record.

Columns	Description	Required
1 - 3	Record Identifier = '000'	Y
27 - 36	As Of Date – Bank Statement Date	Y
37 - 46	As Of Time	Y

**001 RECORD
FORMAT**

The '001' record is the bank account record.

Columns	Description	Required
1 - 3	Record Identifier = '001'	Y
7 - 26	Bank Id Nbr	Y
27 - 43	Bank Account Number	Y
44 - 71	Beginning Balance	Y – Amount 0 is ok.
72 - 81	Beginning Date	Y
82 - 109	Ending Balance	Y – Amount 0 is ok
110 - 119	Ending Date	Y
120 - 147	Available Balance	Y – Amount 0 is ok
186 - -188	Currency Code	

**002 RECORD
FORMAT**

The '002' record is the bank statement transaction record.

Columns	Description	Required
1 - 3	Record Identifier – '002'	Y
7 - 26	Bank Id Nbr	Y
27 - 43	Bank Account Number	Y
44 - 63	Bank Transaction Code – also Statement Activity Type	
64 - 91	Transaction Amount	Y
92 - 101	Value Date	
102 - 111	Transaction Date	
112 - 126	Reference ID	
127 - 142	Bank Reference ID	
143 - 158	Bank Description	

**003 RECORD
FORMAT**

The '003' record is the bank remittance record and is optional.

Columns	Description	Required
1 - 3	Record Identifier – '003'	Y
44 - 71	Payment Amount	Y
72 - 99	Discount Taken	Y
100 - 127	Adjustment Amount	Y
128 - 129	Adjustment Reason	
130 - 131	Reference Qualifier Code	
132 - 161	Reference Value From	
162 - 191	Reference Value To	
192 - 205	Customer ID	
206 - 235	MICR ID	

Attachment F: Pricing Schedule**Service Group 1: Comprehensive Banking Services**

	Service Description	Average Monthly Volume	Proposed Unit Cost
	GENERAL ACCOUNT SERVICES		
01 0101	Controlled Disbursement Credits Posted	21	
01 0101	Remote Deposit Capture - Per Deposit	47	
01 0020	Subaccount Maintenance	1	
01 0000	Account Maintenance with Check Return	1	
01 0000	Account Maintenance	10	
01 0100	Debits Posted	310	
01 0410	Client Analysis Statement - Paper	1	
01 0630	Bank Confirmation Audit Request	1	
01 0830	Safe Deposit Box Rental - Large	2	
01 0830	Safe Deposit Box Rental - Medium	10	
	DEPOSITORY SERVICES		
10 0416	Banking Online Portal Return Item Subscription per Account	10	
10 0416	Banking Online Portal Return Item Subscription per Item	3	
10 0015	Miscellaneous Credits Posted	1	
10 0006	Branch Deposit - Teller Services	25	
10 0225	Deposited Checks - Transit	1	
10 0220	Deposited Checks - On-U's	1	
10 0220	Remote Deposit Capture per Item - On-U's	299	
10 0224	Remote Deposit Capture per Item - Transit	867	
10 0006	Cash Deposit - Cash Only/Check Only	34,784	
10 0400	Return Item - Chargeback	2	
10 0416	Bank Online Portal Return Item Retrieval - Image	2	
10 0416	Bank Online Portal Return Item Service Monthly Base	11	
10 0401	Return Item Special Instructions	2	
10 0401	Return Item Special Instructions Monthly Base	2	
10 0402	Return Item Redeposited	3	
	PAPER DISBURSEMENT SERVICES		
15 0724	Positive Pay Exception	1	
15 0240	Payment Authorized Max Check Monthly Base	8	
15 0410	Stop Payment - Online	12	
15 1352	Bank Online Portal Image View < 90 Days - Item	2	
15 1352	Bank Online Portal Image View > 90 Days - Item	2	
15 1352	Remote Deposit Capture Images Retrieved	1	
15 0030	Positive Pay Monthly Base	2	
15 0310	Positive Pay Checks with No Issue Record	1	
15 0240	Check Cashing Threshold Monthly Base	8	
15 0122	Payee Positive Pay Item	636	
20 0201	Check Issuance Information - Transmission	1	
20 0010	ARP Full Reconciliation - Account	3	
20 0201	ARP Full Reconciliation - Item	644	
20 0301	ARP Output Per Transmission	3	
20 0306	ARP Partial Reconciliation - Item	9	
20 9999	ARP Aged Issue Records on File - Item	52	
20 0100	Outgoing Transmission Per Item	630	
20 0306	Online Bank Portal Statements and Reports Monthly Base	3	
	GENERAL ACH SERVICES		
25 0703	ACH Internet Reporting General Maintenance	23	

Attachment F: Pricing Schedule**Service Group 1: Comprehensive Banking Services**

Service Description		Average Monthly Volume	Proposed Unit Cost
25 0703	ACH Internet Reporting - by Item	2,223	
25 1001	ACH Fraud Filter Monthly Base	1	
25 0201	Electronic Credits Posted	601	
25 0000	ACH Controlled Disbursement Monthly Base	1	
25 0400	ACH Internet Return Subscription - Account	12	
25 0400	ACH Internet Return Item - Automated Notification	97	
25 0000	ACH Monthly Maintenance	7	
25 0102	ACH Credit via Transmission - One-Day	660	
25 0202	ACH Controlled Disbursement - By Item	80	
25 0102	ACH Credit via Transmission - Two-Day	16,536	
25 0120	ACH Originated Addenda Records	26	
25 0220	ACH Addenda Records	92	
25 0202	ACH Received Item	484	
25 0302	ACH Return Item - Electronic	46	
25 0302	ACH Return Item	11	
25 0312	ACH Return Unauthorized - Electronic	1	
25 0312	ACH Return Unauthorized	1	
25 0500	ACH Payments Online Batch Release	4	
25 0501	ACH Transmission Charge	54	
25 0620	ACH Delete Item	1	
25 0622	ACH Exception Processing - File Deletion	1	
25 0642	ACH Exception Processing - File Reversal	1	
25 0102	ACH Payment Same Day Item	1	
25 0102	ACH Payment One Day Item	9	
25 0102	ACH Payment Two Day Item	2	
25 0000	ACH Maintainance	4	
25 1010	ACH Special Investigation	1	
25 1050	ACH Online Bank Portal Fraud Filter Review Monthly Base	5	
25 1050	ACH Online Bank Portal Fraud Filter Stop Monthly Base	4	
25 1050	ACH Fraud Filter Stop Monthly Base	2	
25 1053	ACH Online Bank Portal Fraud Filter Review - Item	1	
25 0302	NOC Transmission Advice	2	
25 1070	NOC Bank Transmission Advice	1	
25 1070	ACH Bank NOC-Info Reporting Advice	2	
25 0302	ACH NOC - Information Reporting Advice	11	
25 0620	ACH Delete/Reversal Batch/File	1	
	EDI PAYMENT SERVICES		
30 0100	EDI Inbound File Transmission	25	
30 0320	EDI Set Up	1 time	
30 0299	EDI ACH Addenda Records	1,980	
30 0200	EDI ACH Reciept Confirmation	213	
30 0221	EDI ACH Email Notification	30	
30 0000	EDI Maintenance - Origination	1	
30 0202	EDI Receiving Transmission - Network, Additional File	1	
30 0202	EDI Receiving Transmission - Network	8	
30 0502	Enhanced Remittance Email Delivery	222	
30 0010	EDI ACH Online Subscription monthly fee	2	
30 0100	EDI Origination Transmission - Template	213	
30 0100	EDI Domestic ACH Transaction	222	
30 0105	EDI Monthly Reporting Base	1	

Attachment F: Pricing Schedule

Service Group 1: Comprehensive Banking Services

Service Description		Average Monthly Volume	Proposed Unit Cost
30 0341	EDI Set Up Development (Development Hour)	1 time	
30 9999	Outsourced check printing Postage	193	
30 9999	Outsourced check printing single page	470	
30 9999	Outsourced Check Printing Additional Page	2	
30 0330	Duplicate Payment Rejection	1	
30 0000	EDI Maintenance - Origination, Monthly Fixed Fee	1	
WIRE & OTHER FUNDS TRANSFER SERVICE			
35 0115	Wire Maintainance - FX	1	
35 0330	Wire in Repair Surcharge	1	
35 0541	Wire out Repair Surcharge	1	
35 0560	Wire Investigation	1	
35 9999	Wire Account Addition	1	
35 9999	Wire Out Return	1	
35 0402	Receivables Manager Wire - Per Item	3	
35 9999	Wire Monthly Maintainance - Voice	2	
35 9999	Wire Security Pin Monthly Base	9	
35 0300	Wire In - Domestic	1	
35 0310	Wire In - International - USD or FX	8	
35 0320	Wire In via Correspondent Bank - USD/FX	1	
35 0100	Wire Out - Domestic via Online Bank Portal	117	
35 0120	Wire Book Transfer - Online Bank Portal	54	
35 0113	Wire In - International - USD	2	
INFORMATION SERVICES			
40 0003	Remote Deposit Capture Monthly Base	10	
40 0274	Bank Online Portal Wire Transfer Detail U.S. Account Item	819	
40 0340	Web Inquiry	13	
40 0052	Previous Day Reporting Maintenance	11	
40 0272	Previous Day Reporting Item	851	
40 0272	Previous Day Reporting Item	509	
40 0272	Previous Day Reporting Item	279	
40 0055	Same-Day Reporting Maintenance	11	
40 0274	Same-Day Reporting Item	2,062	
40 022Z	Bank Online Portal Event Messaging Service - Email	522	
40 0003	Bank Online Portal Wire Transfer Detail U.S. Account Monthly Maintenance	11	
40 0800	Information Reporting History Storage 120 Days	5,439	
40 0271	Same-Day Reporting Item	328	
INVESTMENT/CUSTODY SERVICES			
45 0200	Investment Sweep Monthly Maintainance	1	
45 0405	Investment Sweep Reporting	1	
45 0403	Investment sweep Mutual Fund	1	
POTENTIAL NEW SERVICES			

Attachment F: Pricing Schedule

Service Group 1: Comprehensive Banking Services

	Service Description	Average Monthly Volume	Proposed Unit Cost
ADDITIONAL REQUIRED SERVICES			
	<i>ADD ADDITIONAL SERVICES BELOW AS NEEDED</i>		
	TOTAL ANNUAL COST		

Attachment G: Pricing Schedule**Service Group 2: Merchant Card Processing**

Service Description	Annual Volume	Proposed Unit Cost	Annual Cost
\$ VOLUME			
AMERICAN EXPRESS	\$ 1,459,046		
MASTERCARD	\$ 4,002,568		
VISA	\$ 9,229,512		
DISCOVER	\$ 453,799		
# OF TRANSACTIONS			
AMERICAN EXPRESS	10,188		
MASTERCARD	35,019		
VISA	118,748		
DISCOVER	6,264		
CHARGEBACK FEE			
	TBD		
BATCH FEE			
	TBD		
MONTHLY RELATIONSHIP FEE (RELATIONSHIP)			
	1		
MONTHLY FEE (PER MERCHANT ID)			
	21		
ONLINE REPORTING FEE (RELATIONSHIP / MONTH)			
	1		
ONLINE REPORTING FEE (PER MERCHANT ID / MONTH)			
	21		
ONLINE REPORTING FEE (PER USER / MONTH)			
	23		
PCI SUPPORT PACKAGE			
PER MONTH / PER MERCHANT ID	21		
NON-PCI COMPLIANCE FEE			
PER MONTH / PER MERCHANT ID	21		
TOKENIZATION			
TOKENIZATION (FEE PER APPLICABLE TERMINAL)	TBD		
TOKENIZATION (PER TRANSACTION FEE)	TBD		
P2PE			
P2PE (FEE PER APPLICABLE TERMINAL)	TBD		
P2PE (PER TRANSACTION FEE)	TBD		
<i>Provide pricing for merchant card terminal options including voice analog and wireless terminals</i>			

Attachment F: Pricing Schedule**Service Group 1: Comprehensive Banking Services**

	Service Description	Average Monthly Volume	Proposed Unit Cost
	GENERAL ACCOUNT SERVICES		
01 0101	Controlled Disbursement Credits Posted	21	
01 0101	Remote Deposit Capture - Per Deposit	47	
01 0020	Subaccount Maintenance	1	
01 0000	Account Maintenance with Check Return	1	
01 0000	Account Maintenance	10	
01 0100	Debits Posted	310	
01 0410	Client Analysis Statement - Paper	1	
01 0630	Bank Confirmation Audit Request	1	
01 0830	Safe Deposit Box Rental - Large	2	
01 0830	Safe Deposit Box Rental - Medium	10	
	DEPOSITORY SERVICES		
10 0416	Banking Online Portal Return Item Subscription per Account	10	
10 0416	Banking Online Portal Return Item Subscription per Item	3	
10 0015	Miscellaneous Credits Posted	1	
10 0006	Branch Deposit - Teller Services	25	
10 0225	Deposited Checks - Transit	1	
10 0220	Deposited Checks - On-U's	1	
10 0220	Remote Deposit Capture per Item - On-U's	299	
10 0224	Remote Deposit Capture per Item - Transit	867	
10 0006	Cash Deposit - Cash Only/Check Only	34,784	
10 0400	Return Item - Chargeback	2	
10 0416	Bank Online Portal Return Item Retrieval - Image	2	
10 0416	Bank Online Portal Return Item Service Monthly Base	11	
10 0401	Return Item Special Instructions	2	
10 0401	Return Item Special Instructions Monthly Base	2	
10 0402	Return Item Redeposited	3	
	PAPER DISBURSEMENT SERVICES		
15 0724	Positive Pay Exception	1	
15 0240	Payment Authorized Max Check Monthly Base	8	
15 0410	Stop Payment - Online	12	
15 1352	Bank Online Portal Image View < 90 Days - Item	2	
15 1352	Bank Online Portal Image View > 90 Days - Item	2	
15 1352	Remote Deposit Capture Images Retrieved	1	
15 0030	Positive Pay Monthly Base	2	
15 0310	Positive Pay Checks with No Issue Record	1	
15 0240	Check Cashing Threshold Monthly Base	8	
15 0122	Payee Positive Pay Item	636	
20 0201	Check Issuance Information - Transmission	1	
20 0010	ARP Full Reconciliation - Account	3	
20 0201	ARP Full Reconciliation - Item	644	
20 0301	ARP Output Per Transmission	3	
20 0306	ARP Partial Reconciliation - Item	9	
20 9999	ARP Aged Issue Records on File - Item	52	
20 0100	Outgoing Transmission Per Item	630	
20 0306	Online Bank Portal Statements and Reports Monthly Base	3	
	GENERAL ACH SERVICES		
25 0703	ACH Internet Reporting General Maintenance	23	

Attachment F: Pricing Schedule**Service Group 1: Comprehensive Banking Services**

Service Description		Average Monthly Volume	Proposed Unit Cost
25 0703	ACH Internet Reporting - by Item	2,223	
25 1001	ACH Fraud Filter Monthly Base	1	
25 0201	Electronic Credits Posted	601	
25 0000	ACH Controlled Disbursement Monthly Base	1	
25 0400	ACH Internet Return Subscription - Account	12	
25 0400	ACH Internet Return Item - Automated Notification	97	
25 0000	ACH Monthly Maintenance	7	
25 0102	ACH Credit via Transmission - One-Day	660	
25 0202	ACH Controlled Disbursement - By Item	80	
25 0102	ACH Credit via Transmission - Two-Day	16,536	
25 0120	ACH Originated Addenda Records	26	
25 0220	ACH Addenda Records	92	
25 0202	ACH Received Item	484	
25 0302	ACH Return Item - Electronic	46	
25 0302	ACH Return Item	11	
25 0312	ACH Return Unauthorized - Electronic	1	
25 0312	ACH Return Unauthorized	1	
25 0500	ACH Payments Online Batch Release	4	
25 0501	ACH Transmission Charge	54	
25 0620	ACH Delete Item	1	
25 0622	ACH Exception Processing - File Deletion	1	
25 0642	ACH Exception Processing - File Reversal	1	
25 0102	ACH Payment Same Day Item	1	
25 0102	ACH Payment One Day Item	9	
25 0102	ACH Payment Two Day Item	2	
25 0000	ACH Maintainance	4	
25 1010	ACH Special Investigation	1	
25 1050	ACH Online Bank Portal Fraud Filter Review Monthly Base	5	
25 1050	ACH Online Bank Portal Fraud Filter Stop Monthly Base	4	
25 1050	ACH Fraud Filter Stop Monthly Base	2	
25 1053	ACH Online Bank Portal Fraud Filter Review - Item	1	
25 0302	NOC Transmission Advice	2	
25 1070	NOC Bank Transmission Advice	1	
25 1070	ACH Bank NOC-Info Reporting Advice	2	
25 0302	ACH NOC - Information Reporting Advice	11	
25 0620	ACH Delete/Reversal Batch/File	1	
	EDI PAYMENT SERVICES		
30 0100	EDI Inbound File Transmission	25	
30 0320	EDI Set Up	1 time	
30 0299	EDI ACH Addenda Records	1,980	
30 0200	EDI ACH Reciept Confirmation	213	
30 0221	EDI ACH Email Notification	30	
30 0000	EDI Maintenance - Origination	1	
30 0202	EDI Receiving Transmission - Network, Additional File	1	
30 0202	EDI Receiving Transmission - Network	8	
30 0502	Enhanced Remittance Email Delivery	222	
30 0010	EDI ACH Online Subscription monthly fee	2	
30 0100	EDI Origination Transmission - Template	213	
30 0100	EDI Domestic ACH Transaction	222	
30 0105	EDI Monthly Reporting Base	1	

Attachment F: Pricing Schedule

Service Group 1: Comprehensive Banking Services

Service Description		Average Monthly Volume	Proposed Unit Cost
30 0341	EDI Set Up Development (Development Hour)	1 time	
30 9999	Outsourced check printing Postage	193	
30 9999	Outsourced check printing single page	470	
30 9999	Outsourced Check Printing Additional Page	2	
30 0330	Duplicate Payment Rejection	1	
30 0000	EDI Maintenance - Origination, Monthly Fixed Fee	1	
WIRE & OTHER FUNDS TRANSFER SERVICE			
35 0115	Wire Maintainance - FX	1	
35 0330	Wire in Repair Surcharge	1	
35 0541	Wire out Repair Surcharge	1	
35 0560	Wire Investigation	1	
35 9999	Wire Account Addition	1	
35 9999	Wire Out Return	1	
35 0402	Receivables Manager Wire - Per Item	3	
35 9999	Wire Monthly Maintainance - Voice	2	
35 9999	Wire Security Pin Monthly Base	9	
35 0300	Wire In - Domestic	1	
35 0310	Wire In - International - USD or FX	8	
35 0320	Wire In via Correspondent Bank - USD/FX	1	
35 0100	Wire Out - Domestic via Online Bank Portal	117	
35 0120	Wire Book Transfer - Online Bank Portal	54	
35 0113	Wire In - International - USD	2	
INFORMATION SERVICES			
40 0003	Remote Deposit Capture Monthly Base	10	
40 0274	Bank Online Portal Wire Transfer Detail U.S. Account Item	819	
40 0340	Web Inquiry	13	
40 0052	Previous Day Reporting Maintenance	11	
40 0272	Previous Day Reporting Item	851	
40 0272	Previous Day Reporting Item	509	
40 0272	Previous Day Reporting Item	279	
40 0055	Same-Day Reporting Maintenance	11	
40 0274	Same-Day Reporting Item	2,062	
40 022Z	Bank Online Portal Event Messaging Service - Email	522	
40 0003	Bank Online Portal Wire Transfer Detail U.S. Account Monthly Maintenance	11	
40 0800	Information Reporting History Storage 120 Days	5,439	
40 0271	Same-Day Reporting Item	328	
INVESTMENT/CUSTODY SERVICES			
45 0200	Investment Sweep Monthly Maintainance	1	
45 0405	Investment Sweep Reporting	1	
45 0403	Investment sweep Mutual Fund	1	
POTENTIAL NEW SERVICES			

Attachment F: Pricing Schedule

Service Group 1: Comprehensive Banking Services

	Service Description	Average Monthly Volume	Proposed Unit Cost
ADDITIONAL REQUIRED SERVICES			
	ADD ADDITIONAL SERVICES BELOW AS NEEDED		
	TOTAL ANNUAL COST		

Attachment F: Pricing Schedule**Service Group 1: Comprehensive Banking Services**

	Service Description	Average Monthly Volume	Proposed Unit Cost
	GENERAL ACCOUNT SERVICES		
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01 0020	Subaccount Maintenance	1	
01 0000	Account Maintenance with Check Return	1	
01 0000	Account Maintenance	10	
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01 0410	Client Analysis Statement - Paper	1	
01 0630	Bank Confirmation Audit Request	1	
01 0830	Safe Deposit Box Rental - Large	2	
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10 0416	Banking Online Portal Return Item Subscription per Account	10	
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10 0400	Return Item - Chargeback	2	
10 0416	Bank Online Portal Return Item Retrieval - Image	2	
10 0416	Bank Online Portal Return Item Service Monthly Base	11	
10 0401	Return Item Special Instructions	2	
10 0401	Return Item Special Instructions Monthly Base	2	
10 0402	Return Item Redeposited	3	
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15 0724	Positive Pay Exception	1	
15 0240	Payment Authorized Max Check Monthly Base	8	
15 0410	Stop Payment - Online	12	
15 1352	Bank Online Portal Image View < 90 Days - Item	2	
15 1352	Bank Online Portal Image View > 90 Days - Item	2	
15 1352	Remote Deposit Capture Images Retrieved	1	
15 0030	Positive Pay Monthly Base	2	
15 0310	Positive Pay Checks with No Issue Record	1	
15 0240	Check Cashing Threshold Monthly Base	8	
15 0122	Payee Positive Pay Item	636	
20 0201	Check Issuance Information - Transmission	1	
20 0010	ARP Full Reconciliation - Account	3	
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25 0400	ACH Internet Return Item - Automated Notification	97	
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25 0102	ACH Credit via Transmission - One-Day	660	
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25 0220	ACH Addenda Records	92	
25 0202	ACH Received Item	484	
25 0302	ACH Return Item - Electronic	46	
25 0302	ACH Return Item	11	
25 0312	ACH Return Unauthorized - Electronic	1	
25 0312	ACH Return Unauthorized	1	
25 0500	ACH Payments Online Batch Release	4	
25 0501	ACH Transmission Charge	54	
25 0620	ACH Delete Item	1	
25 0622	ACH Exception Processing - File Deletion	1	
25 0642	ACH Exception Processing - File Reversal	1	
25 0102	ACH Payment Same Day Item	1	
25 0102	ACH Payment One Day Item	9	
25 0102	ACH Payment Two Day Item	2	
25 0000	ACH Maintainance	4	
25 1010	ACH Special Investigation	1	
25 1050	ACH Online Bank Portal Fraud Filter Review Monthly Base	5	
25 1050	ACH Online Bank Portal Fraud Filter Stop Monthly Base	4	
25 1050	ACH Fraud Filter Stop Monthly Base	2	
25 1053	ACH Online Bank Portal Fraud Filter Review - Item	1	
25 0302	NOC Transmission Advice	2	
25 1070	NOC Bank Transmission Advice	1	
25 1070	ACH Bank NOC-Info Reporting Advice	2	
25 0302	ACH NOC - Information Reporting Advice	11	
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30 0221	EDI ACH Email Notification	30	
30 0000	EDI Maintenance - Origination	1	
30 0202	EDI Receiving Transmission - Network, Additional File	1	
30 0202	EDI Receiving Transmission - Network	8	
30 0502	Enhanced Remittance Email Delivery	222	
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30 0100	EDI Domestic ACH Transaction	222	
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Service Group 1: Comprehensive Banking Services

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35 0115	Wire Maintainance - FX	1	
35 0330	Wire in Repair Surcharge	1	
35 0541	Wire out Repair Surcharge	1	
35 0560	Wire Investigation	1	
35 9999	Wire Account Addition	1	
35 9999	Wire Out Return	1	
35 0402	Receivables Manager Wire - Per Item	3	
35 9999	Wire Monthly Maintainance - Voice	2	
35 9999	Wire Security Pin Monthly Base	9	
35 0300	Wire In - Domestic	1	
35 0310	Wire In - International - USD or FX	8	
35 0320	Wire In via Correspondent Bank - USD/FX	1	
35 0100	Wire Out - Domestic via Online Bank Portal	117	
35 0120	Wire Book Transfer - Online Bank Portal	54	
35 0113	Wire In - International - USD	2	
INFORMATION SERVICES			
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40 0272	Previous Day Reporting Item	509	
40 0272	Previous Day Reporting Item	279	
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40 0274	Same-Day Reporting Item	2,062	
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45 0405	Investment Sweep Reporting	1	
45 0403	Investment sweep Mutual Fund	1	
POTENTIAL NEW SERVICES			

Attachment F: Pricing Schedule

Service Group 1: Comprehensive Banking Services

	Service Description	Average Monthly Volume	Proposed Unit Cost
ADDITIONAL REQUIRED SERVICES			
	<i>ADD ADDITIONAL SERVICES BELOW AS NEEDED</i>		
	TOTAL ANNUAL COST		