

# HENDERSON STATE UNIVERSITY

1100 Henderson Street  
Arkadelphia, AR 71999-0001

## REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

### SOLICITATION INFORMATION

Solicitation Number:	RFP 19-03	Solicitation Issued:	10-12-18
Description:	Banking Services		

### SUBMISSION DEADLINE FOR RESPONSE

Proposal Opening Date:	October 30, 2018	Proposal Opening Time:	5:00 p.m., Central Time
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Deliver proposal submissions for this Request for Proposal to Henderson State University – Purchasing Department (HSU-Purchasing) on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to HSU.

### DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Henderson State University – Purchasing Dept 1098 President's Dr., Womack Hall, Room 314 (postal) 1100 Henderson Street, HSU 7894 Arkadelphia, AR 71999-0001  Delivery providers, USPS, UPS, and FedEx deliver mail to HSU's street address on a schedule determined by each individual provider. These providers will deliver to HSU based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of proposal opening</li><li>• Prospective Contractor's name and return address</li></ul>

### HSU PROCUREMENT CONTACT INFORMATION

Director:	Tim Jones	Phone Number:	870-230-5117
Email Address:	jonest@hsu.edu	Fax Number:	870-230-5486
HSU Website:	<a href="http://www.hsu.edu">www.hsu.edu</a>		

- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "HSU" means the Henderson State University.

## 1.7 **RESPONSE DOCUMENTS**

### A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
  - a. Original signed *Proposal Signature Page*.
  - b. One (1) original hard copy of the proposal response which includes:
    - i. Technical Proposal response to the Information for Evaluation section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
    - ii. Response to the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents
      - The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
  - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*: 1.21))
  - c. Proposed Subcontractors Form.
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

### B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*

Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.

- C. Prospective Contractors may contact HSU-Purchasing with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by HSU will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by HSU.
- E. Prospective Contractors entering into a contract with HSU **shall** comply with all the terms and conditions contained herein.

#### 1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be rejected.

#### 1.11 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit a *Proposed Subcontractors Form* with the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by HSU.

#### 1.12 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate sheet posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the proposal opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing on the Official Bid Price sheet or in the sealed pricing package.

#### 1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

#### 1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - The prices in the proposal have been arrived at independently, without collusion.

- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. HSU has the right to award or not award a contract, if it is in the best interest of HSU to do so.
- F. As requested, provide clarification regarding Prospective Contractor's proposal response to HSU.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple proposals.

**1.17 REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by HSU will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check HSU website,  
  
<http://www.hsu.edu/FinanceAdministration/Purchasing/BidInfo.html>  
  
for any and all addenda up to proposal opening.

**1.18 AWARD PROCESS**

A. Successful Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. HSU may move forward to negotiations with the responsible Prospective Contractor(s) determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

- 1. If HSU so chooses, negotiations may be conducted with the highest ranking Prospective Contractor(s). Negotiations are conducted at the sole discretion of HSU.
- 2. If negotiations fail to result in a contract, HSU may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time HSU decides not to move forward with an award.

C. Anticipation to Award

- 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the HSU website at <http://www.hsu.edu/FinanceAdministration/Purchasing/BidInfo.html>
- 2. The anticipated award may be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
- 3. HSU may waive the policy of Anticipation to Award when it is in the best interest of HSU.
- 4. It is the Prospective Contractor's responsibility to check HSU website for the posting of an anticipated award.

- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**1.24 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

**1.25 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
  - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
  - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
  - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
  - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
  - 6. Integrating into networks used to share communications among employees, program participants, and the public.
  - 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

## SECTION 2 –REQUIREMENTS

- Do not provide responses to items in this section unless specifically and expressly required.

### 2.1 INTRODUCTION-Required Services

Henderson State University requests proposals from qualified vendors for banking services encompassing the following:

ACH Debits and Credits	Electronic information reporting
Daily Deposits	Interest Bearing Accounts/Investment Return
Check Processing and Routing	Collateralization
Direct Deposit Payroll	Cost of Services
Financial Aid Deposits	Exemplary Customer Service
Overdraft Protection	On-line transfers between banks
Courier Services/Locking Bags	Positive Pay
International Banking Services	Positive Pay for checks issued
After Hours Deposit Service	On-line positive pay exception processing
Cash and Coinage Requirements	Remote Deposit
FedWire Debits and Credits	Treasury Management
Returned Items Processing	Other recommended depository services
Credit Card Payment Processing	ATM Machines/Services
Stop Payment Orders (both on-line and in person)	

**A. ACH Debits and Credits** – HSU requires the ability to initiate Automated Clearing House (ACH) transactions electronically. Additionally, the University requires security features that will detect and prohibit unauthorized debits against its accounts. Describe how the Vendor processes ACH transactions, how HSU will receive notice of such transactions, and what products are offered by the Vendor to expedite notification to the University.

**B. FedWire Debits and Credits** – HSU requires the ability to initiate FedWire transactions electronically. Describe the steps required for the University to initiate this service. Specify the latest time HSU may submit a request for same day transfer. Explain how the Vendor will notify HSU when incoming wire transactions are received. Describe the product(s) offered by the Vendor to provide this type of information to the University electronically.

**C. Daily Deposits** – Describe how the Vendor computes or determines the availability of funds for depository accounts. Provide the Funds Availability Schedule the Vendor proposes for deposits. Specify the latest time deposits may be made to meet the proposed Funds Availability Schedule. **HSU strongly prefers same day credit for deposits made prior to 2:00 PM local time and expects flexibility in the schedule for extraordinary situations.** Describe how the University will be notified of any credit memos not initiated by the University including the documentation provided and the timeliness of such documentation. Specify how the University will be notified of deposit errors and the timeliness of such notification. **The Vendor must provide deposit slips and in an acceptable format at no cost to the University.**

**D. Returned Items Processing** – Describe the procedures followed in processing returned items and notifying the University of their return.

**E. Credit Card Payment Processing** – HSU currently accepts VISA, MasterCard, and Discover cards. The University processes credit card payments through card readers and via the Web. Describe the Vendor's ability to process these payments and specify when such payments will be credited to the University's account. **The University requires multiple merchant numbers to accommodate its operations. Additionally, the University requires the Vendor to provide these services to the University at the discount rate offered to its preferred customers.** The University seeks a discount rate that is competitive with that offered by other local providers. The University requires a non-exclusive contract for the processing of credit and debit card payments. HSU requires the use of mobile card readers in addition to point of sale system that accepts credit/debit cards. **HSU's current CC processor is not linked to our bank.**

**U. Exemplary Customer Service** – HSU requires high standards of customer service. The Vendor should present its strategies for providing such service including the appointment of primary representatives to (1) address the University's requests for service and, (2) resolve any problems in the administration of its accounts.

**ADDITIONAL SERVICES**

The University welcomes vendor proposals on additional services or products such as stored value cards. Vendors should explain in detail how these services are provided, what actions are required of the University, and the costs involved. In addition to the required services outlined above, the University will consider and evaluate Vendor proposals to provide other services of benefit to the University as well as its students, employees, and alumni.

**Stored Value Cards** – HSU would possibly be interested in offering our employees the convenience of stored value cards for payroll employees who do not have bank accounts for direct deposit and manual deposits. Vendors should explain in detail how these services would be provided and what actions are required of the University, and any cost that might be associated with this service.

**2.2 PERFORMANCE STANDARDS /Termination of Contract**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State/HSU may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. HSU has the right to modify, add, or delete Performance Standards throughout the term of the contract, should HSU determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages, and/or termination of contract.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. HSU has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, HSU has final determination of the performance acceptability.
- H. Should any compensation be owed to HSU due to the assessment of damages, Contractor **shall** follow the direction of HSU regarding the required compensation process.

The following Performance standards will apply to this RFP.

<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Compensation/Damages</b>
Adherence to HSU Requirements	Reference all articles of the RFP	Termination of Contract: Section 2.2 This termination clause will apply for the insufficient performance of services by vendor at the sole discretion of HSU.

4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of HSU.

### **3.2 DEMONSTRATION SCORE**

- A. The Prospective Contractors with the top three Technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule a demonstration.
- B. HSU-Purchasing will create a second set of score sheets to be used for the scoring of the Oral Presentation/Demonstration by the committee members.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

### **3.3 COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest costs.

### **3.4 GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.

### **3.5 EVALUATION AND SELECTION CRITERIA**

The selection of a service provider under this contract shall be based on the University's assessment of the Vendor's ability to provide the services in this RFP and the cost associated with providing these services. The following point scale shall be followed in evaluating the proposals:

- |                                    |               |
|------------------------------------|---------------|
| A. Required Information (RFP)      | 0 to 5 points |
| B. Required Services (Section Two) | 0 to 5 points |
| C. Additional Services             | 0 to 5 points |
| D. Cost of Services                | 0 to 5 points |



#### 4.3 CONDITIONS OF CONTRACT

- A. Observe and comply with Federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless HSU and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

#### 4.4 STATEMENT OF LIABILITY

- A. HSU will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. HSU will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to HSU will be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and HSU will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as HSU/State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against HSU, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

#### 4.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

#### 4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to HSU a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. HSU has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. HSU has the right to approve or deny the request.

#### 4.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

## **SECTION 5 – STANDARD TERMS AND CONDITIONS**

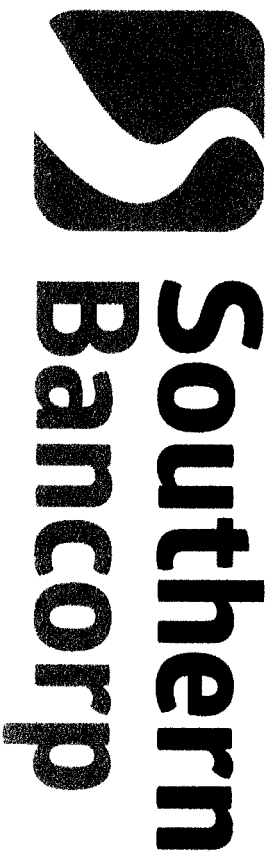
- Do not provide responses to items in this section.
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any resulting contract if any or all parts of the bid are accepted by the State of Arkansas/Henderson State University.
- 2. **ACCEPTANCE AND REJECTION:** HSU **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of HSU.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to HSU-Purchasing on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid shall have title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. HSU may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and is used to indicate the type and quality desired. Bids on brands of like nature and quality **will** be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. HSU **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and HSU may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to HSU. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written HSU purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in HSU's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. HSU Purchasing **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

OFFICIAL BID PRICE SHEET

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
	<b><u>BANKING SERVICES</u></b>				

GRAND TOTAL\$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Technical Proposal

Southern Bancorp is able to fully meet the required services outlined in Henderson State University's request for proposals. These services include the following:

- A. ACH Debits and Credits** – Henderson State University will be able to initiate Automated Clearinghouse transactions electronically through Southern Bancorp's online banking site. In addition to the origination of ACH credits and debits, University staff will be able to monitor transactions each day through online banking. HSU will be able to report any unauthorized transactions to the bank. Upon notification of an unauthorized transaction, the bank will place an ACH Block on the company performing the unauthorized transaction, making it impossible for that company to transact any further business on HSU accounts.
- B. Fedwire Debits and Credits** – Fedwire transactions may be initiated electronically through Southern Bancorp. HSU staff will have access to a Wire Request Form that may be submitted to the bank via email for processing. The cutoff time for Fedwire debits and credits is 2:00 p.m. Southern Bancorp will verify all requests sent by HSU with a live phone call from our banking team.
- C. Daily Deposits** – See attached Funds Availability Disclosure. There is no cut-off time for deposits. As a courtesy, HSU will be provided same-day credit for any deposit made during normal banking hours. Southern Bancorp has the flexibility to map out a process for handling deposit errors. Upon award of the contract, bank staff will meet with school staff to determine the process for correcting deposit errors.
- D. Returned Items Processing** – Southern Bancorp will meet with HSU staff to determine the best process for notification of returned items. The suggested process is to notify appropriate staff via email each day that there is a return. Email notification will allow for a more timely response, as opposed to receiving return notifications by mail.
- E. Credit Card Payment Processing** - Southern Bancorp offers the ability to process credit card transactions through the use of its third-party provider, First Data. Through First Data, the University will be able to process VISA, MasterCard and Discover transactions through card readers and via the Web. First Data is able to accommodate the multiple merchant numbers needed to conduct the University's business, and can offer both point-of-sale systems in addition to mobile card readers. First Data can offer a preferred discount rate—one that is competitive with that of other local providers. Due to the complexity of Henderson's credit card processing needs, it is recommended that merchant services are evaluated separately from banking services. First Data would like to meet in person with University staff in order to offer a more customized response.
- F. Check Processing and Routing**— Southern Bancorp will work with HSU to establish specific formatting requirements for checks needed. Statements will display the front and back of cleared checks. HSU will have the choice of receiving paper or electronic statements.
- G. Stop Payment Orders** – Southern Bancorp offers the ability to initiate stop payment orders electronically.

# Technical Proposal

- H. Electronic Information Reporting** – HSU will have the ability to monitor its accounts daily via online banking. Southern Bancorp has the ability to tailor daily reporting to the needs of the University. The bank will meet with school staff to determine what kind of daily reporting, such as a cleared check file, is needed.
- I. Direct Payroll and Financial Aid Deposits** – Direct Deposit of payroll into employee accounts, as well as direct loan financial aid refund deposits into students' accounts are available through Southern Bancorp's online ACH services. HSU staff will have the ability, through online banking, to initiate electronic payroll and student financial aid refund transactions. Southern Bancorp will work with HSU to ensure that all ACH files are in a format that is compatible with the bank's software. Southern Bancorp staff will provide on-site training to HSU staff on the use of the bank's software for ACH processing. Bank employees will be on site when the first "five" ACH files are sent, and will be on site for every file sent until HSU staff is comfortable with the process. The bank recommends that HSU use a dual control process, whereby one HSU employee prepares the ACH files, and a second HSU employee reviews and releases the files to the bank for processing. The dual control process ensures that proper checks and balances are in place with university staff, and also reduces the chance for errors when two sets of eyes are looking at all transactions.
- J. Overdraft Protection** – Southern Bancorp reviews overdrafts on a daily basis. The bank's policy is to contact the University in the event of an overdraft, and will honor items as needed.
- K. Interest Bearing Accounts/Investment Return** – Southern Bancorp is able to offer a very competitive rate of interest on all HSU accounts. The interest rate offered on university accounts will be tied directly to the top tier of the Federal Funds Target Rate. The rate offering will have a floor and no cap. Please see pricing sheet for exact rate information. With the same rate of interest on all accounts, there will be no need to constantly transfer funds between accounts.
- L. Courier Service/Locking Bags** - Southern Bancorp is willing to work with University staff to determine what type of courier services are needed. The bank will provide as many locking bags as are needed, at no charge.
- M. International Banking Services** – Southern Bancorp is able to process international transactions, either through the ACH Network or through the use of international wires.
- N. Collateralization** – University funds will be collateralized at 105% through a Federal Home Loan Bank Letter of Credit. The bank will provide a monthly report to HSU to show that 105% collateralization. Southern Bancorp's policies and procedures concerning collateralization conform to the standards of the Federal Deposit Insurance Corporation.
- O. After Hours Deposit Service** – HSU staff will have the ability to make deposits after banking hours. These deposits can be made through our night drop box at either branch location in Arkadelphia. The school will be given lockable bank bags that each contain two keys. The school will maintain one set of keys, and the bank will maintain the other set of keys to ensure that the contents are kept safe. Another method to make deposits after hours is through the use of a remote deposit capture scanner that will be provided by the bank. HSU staff, through the use of a desktop scanner, may scan deposits into the bank at any time of day.

# Technical Proposal

**P. Cost of Services** – Please refer to the separate Pricing Sheet for information regarding rate and cost of services.

**Q. Positive Pay Capability** – Southern Bancorp offers Positive Pay capability. HSU will provide an issued check file to Southern Bancorp. The bank will compare all checks presented for payment on HSU accounts against the issued check file provided by HSU. The University can send as many issued check files as are needed at no cost. Any checks presented against HSU accounts that do not match up to the issued check file will be reported as exceptions to University staff. University staff will have the ability to make a “pay” or “no pay” decision on each exception by noon each business day. The bank will work with University staff to ensure that the issued check files are compatible with Southern Bancorp’s online banking platform.

**R. Cash and Coinage Requirements** – Southern Bancorp understands that HSU will have need for significant amounts of cash and coinage to support its cashiering operations. The bank will sit down with school staff to map out a calendar of known events for which extra cash and coin will be needed. We also have the flexibility to quickly meet any unforeseen cash and coin needs upon notification from university staff.

**S. ATM Machines** – Southern Bancorp is willing to order and provide the cash needed to operate an ATM machine in Garrison Center or any additional ATM machines on campus. The purchasing and ongoing costs associated with an ATM machine must be paid for by HSU. If an on-campus ATM machine is not possible, Southern Bancorp does have an ATM machine less than one mile down the road from campus.

**T. ATM Services** - Southern Bancorp does not currently offer prepaid debit cards. Bank staff is willing to work with HSU students to open bank accounts for them that will help them to achieve their financial goals.

**U. Exemplary Customer Service** – At Southern Bancorp, we understand that you have choices. The prospect of changing financial institutions is no small undertaking, but rest assured that your team at Southern Bancorp is standing by to make the transition as seamless as possible. Please see the next few pages for a closer look at Southern Bancorp and your local banking team.



# About Southern Bancorp

**From our mission to our markets, Southern Bancorp is a different kind of bank. Focusing on underserved communities, Southern combines traditional banking and lending services with financial development tools and public policy advocacy to help families and communities grow stronger.**

**Our Mission:** To create economic opportunity in rural and underserved communities by providing responsible and responsive financial products and services that balance profits with purpose.

**Our Story:** Southern Bancorp, Inc., a bank holding company; Southern Bancorp Community Partners, a 501(c)(3) development finance and lending organization; and Southern Bancorp Bank, one of America's largest rural development banks; were founded in 1986 by a group of business, political and philanthropic leaders who were concerned about the economic decline of rural America. All three entities are U.S. Treasury certified Community Development Financial Institutions (CDFIs) collectively known as "Southern." With \$1.3 billion in assets, 50,000 customers and 45 locations in Arkansas and Mississippi, Southern invests in people and businesses in rural communities; empowers them to improve their lives; and helps them transform their lives. Southern's focus is on growing its impact and influence through responsive, responsible, and innovative product delivery to the un/underbanked, as well as developing strategic partnerships that help broaden its impact far beyond its physical market borders such as with the CDFI Fund and the Global Alliance for Banking on Values (GABV).





# Our Commitment to Clark County and HSU

**160 HSU  
Students**  
*received*  
**\$851,447**  
*in scholarships*  
*from the*  
**Arkadelphia  
P R O M I S E**

*Our roots run deep in Clark County. After all, we've been here since 1884. Our partnership with Henderson State University is a rich part of our history in this community. In the last 132 years, our team of bankers have made commitments to both universities, our public schools, various industries and played some part in most of the small businesses in this community.*

As it specifically relates to Henderson State University, Southern Bancorp has spent thousands of dollars and countless volunteer hours for things such as:

- Athletic Sponsorships
- Seminars
- Murphy Classic
- Hanover Research Project
- Cooking for HSU Band, HSU Staff, Cheer Teams and the public at various events

A commitment that we are most proud of is the **Arkadelphia Promise**. Southern Bancorp is dedicated to making the college dream a reality for as many students as possible, sending 160 Arkadelphia High School Students to HSU, for a total of \$851,447 in scholarships.



# Your Arkadelphia Bankings Team



## **Bill Wright, Regional CEO**

Bill Wright serves as the Regional CEO for the West Region of Southern Bancorp. He is a 1970 Henderson State University graduate. Four generations of his family have attended Henderson. He has served on the HSU Board of Trustees and HSU Foundation Board of Directors. Bill has been active on numerous boards, commissions and committees, both locally and state wide, because he believes it is our responsibility to give back to our communities. He was named 2013 Volunteer of the Year by Arkansas Economic Developers. Bill is married to Gayle Wright. They have two children, Carla Herron and Caron Manning and five grandchildren.



## **Stacey Marlar, Senior Vice President/Deposit Operations West**

Stacey Marlar will serve as the Account Relationship Manager for Henderson. Stacey is a 20-year veteran in the financial industry and a proud graduate of Henderson State University. Her experience includes working with large commercial deposit and public funds customers, such as Arkadelphia Public Schools, Dawson Educational Cooperative, City of Arkadelphia and the Winthrop Rockefeller Foundation. She is an active member of the Clark County Community where she serves on numerous local and regional boards and has served as a business mentor for the HSU School of Business Mentorship Experience. Stacey and her husband, Chris, have one daughter, Maddie.



## **Gina Daniell, Market President**

Gina Daniell serves as the Market President of Southern Bancorp in Arkadelphia. A graduate of Arkansas Bankers Association Management School, ABA Consumer and Commercial Lending School and the Omega School for Commercial Lenders, and over 38 years of experience in the banking industry, she brings a wealth of experience to this community. Gina and her husband, Keith, are longtime residents of Arkadelphia, have four children and three grandchildren and are actively involved in our community.



## FUNDS AVAILABILITY DISCLOSURE

SOUTHERN BANCORP BANK  
MAIN BRANCH  
601 MAIN STREET PO BOX 248  
ARCADELPHIA, AR 71923

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. If you make an in-person deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. Our hours of operation vary. Please review the posted hours of operation at the branch in which you are making the deposit. If you make a deposit before 2:00 p.m. at an ATM on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after these cut-off times or on a day we are not open, we will consider that the deposit was made on the next business day.

### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposits available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7<sup>th</sup> business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks or U.S. Postal Money Orders will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a US Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 1<sup>st</sup> business day after the day of your deposit.



Official Bid Price Sheet

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
<b>BANKING SERVICES</b>					
	ACH Services			No Fees Due to Account Balances	
	Daily Deposits			No Fees Due to Account Balances	
	Check Processing and Routing			No Fees Due to Account Balances	
	Direct Deposit Payroll			No Fees Due to Account Balances	
	Financial Aid Deposits			No Fees Due to Account Balances	
	Overdraft Protection			No Fees Due to Account Balances	
	Courier Services/Locking Bags			No Fees Due to Account Balances	
	International Banking Services			No Fees Due to Account Balances	
	After Hours Deposit Services			No Fees Due to Account Balances	
	Cash and Coinage Requirements			No Fees Due to Account Balances	
	Fedwire Debits and Credits			No Fees Due to Account Balances	
	Returned Items Processing			No Fees Due to Account Balances	
	Credit Card Payment Processing			No Fees Due to Account Balances	
	Stop Payment			No Fees Due to Account Balances	
	Electronic Information Reporting			No Fees Due to Account Balances	
	Interest Bearing Accounts/Investment Return			No Fees Due to Account Balances	
	Collateralization			No Fees Due to Account Balances	
	Online Transfers between banks			No Fees Due to Account Balances	
	Positive Pay			No Fees Due to Account Balances	
	Remote Deposit Capture			No Fees Due to Account Balances. Bank will provide one remote deposit capture scanner at no charge	
	ATM Machine/Services			Bank will provide cash ordering for ATM at no charge	

Grand Total \$0.00

Signature Melissa A. Cusack, CEO

Date: 11/9/18



409 Main St.  
Arkadelphia, AR 71923

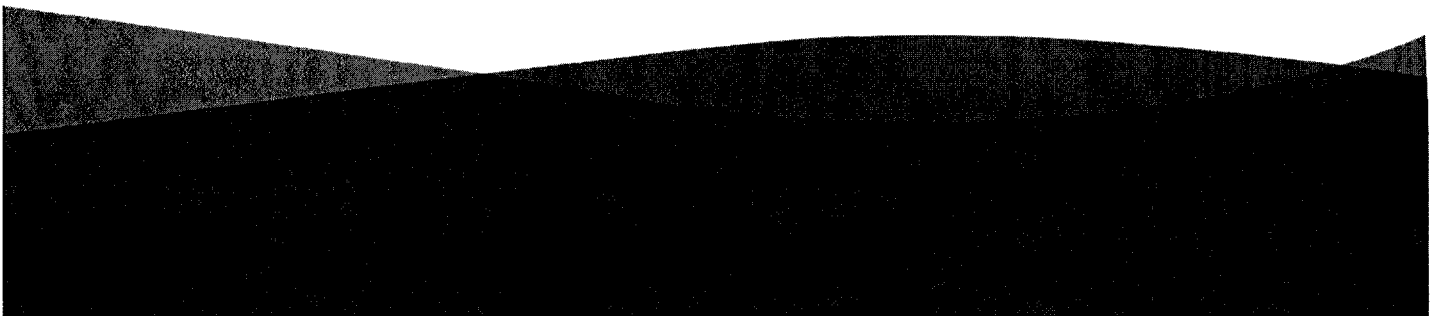
**REDACTED**  
**Banking**  
**Services Proposal**

Henderson State University

Solicitation Number: RFP 19-03

November 9, 2018

5:00PM



**OFFICIAL BID PRICE SHEET –**



OFFICIAL BID SHEET PROVIDED AS REQUESTED IN SECTION 1.8 B

DETAILED PRICING SEPARATELY SEALED

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
	<b><u>BANKING SERVICES</u></b>				
A, B, F, H, I, M, Q	Business Online Banking (including ACH, Wire Transfer, & Positive Pay)				
D, G	Stop Payments & Return Items				
E	Credit Card Processing				
C	Deposit Slips, Checks and Night Drop Security Bags				
L	Courier Service with Security Bags				
S	ATM Machine				
J	Overdraft Protection				
K	Public Funds Interest Checking Accounts				
O	After Hours Deposit Service				
R	Change Orders				

V	Remote Deposit Capture (Recommended Additional Service)				
W	Same Day ACH (Recommended Additional Service)				
X	Procurement Cards (Recommended Additional Service)				
Y	Stored Value Cards (Recommended Additional Service)				
Z	Data Exchange (Recommended Additional Service)				
N	Collateralization				
T	ATM Services				

GRAND TOTAL\$ \_\_\_\_\_

Signature:   


Date: 11-8-18



**PROPOSED SUBCONTRACTORS FORM**

Subcontractors Form is not applicable to this proposal.



**EXECUTIVE ORDER E0-98-04**  
**EXECUTIVE ORDER DISCLOSURE FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State/Zip County

CONTRACT NO: \_\_\_\_\_ FEDERAL NO: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_

**B. DISCLOSURE REQUIREMENTS**

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former, member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (1.) any position of control, or (2.) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Health and Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

	Current	Former	Terms of service
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)	
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)	
3. A state employee	Yes/No (circle one)	Yes/No (circle one)	
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)	

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is:

	Current	Former	Terms of service	Relative's name and relationship
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)		
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)		
3. A state employee	Yes/No (circle one)	Yes/No (circle one)		
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)		

(E0 98-04) 1 of 4

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

	Current	Former	Relative's name & Term(s) of Service	Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is a spouse or immediate family member of:

	Current	Former	Term(s) of service	Relative's name & Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT**

(EO 98-04) 2 of 4



NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State/Zip County

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTRACT: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_

**DISCLOSURE OF SUBCONTRACTORS**

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sub-lessor, or other assignee (hereafter "Third Party"), shall disclose whether such Third Party is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.


Third Party shall indicate below if he/she is:

	Current	Former	Terms of Service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is

	Current	Former	Terms of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.



The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

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Signature of Third Party

**THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT**

(EO 98-04) 4 of 4



Equal Employment Opportunity and Affirmative Action Policy Statement

Bank OZK, "the Bank" is committed to Equal Employment Opportunity. It is the policy of the Bank to prohibit unlawful discrimination, harassment and retaliation of any type and to afford equal employment opportunity to employees and applicants, without regards to race, color, national origin, religion, sex (including pregnancy), sexual orientation, gender identity, age, disability, genetic information, veteran status or any other protected status under federal, state or local law.

The policy of equal employment opportunity, anti-discrimination and retaliation applies to all aspects of the relationship between the Bank and its applicants and employees, including but not limited to: recruitment, employment, promotion, transfer, termination, training, working conditions; wages and salary administration; employee benefits; layoffs, return from layoff and all social and recreational programs.

The Bank's commitment to nondiscrimination, equal employment opportunity and affirmative action is detailed in our Equal Employment Opportunity and Affirmative Action Policies and communicated to employees, applicants, customers, vendors, shareholders and others through training, informational postings and other means. The Bank will take affirmative action to recruit, employ and consider for promotion, qualified women, minorities, protected veterans, disabled veterans and individuals with disabilities.

It is the duty of each member of management to implement and comply with the provisions of the Equal Employment Opportunity and Affirmative Action Policies in all aspects of the manager's performance. All management will seek to ensure that employees and applicants are not subject to harassment, discrimination, intimidation, threats, coercion or retaliation because they have engaged in or engaging in conduct protected under Executive Order 11246, as amended, Executive Order 13572, Executive Order 13565, Section 503 of the Rehabilitation Act of 1973, as amended or the Veteran Readjustment Assistance Act of 1974, as amended. The protected conduct includes: filing a complaint (internally or with a covered entity); participation in an investigation, hearing or administrative action regarding a complaint; opposing an unlawful practice; inquiring about, discussed or disclosed the compensation of the employee or applicant; or otherwise exercising any other legally protected right. All employees, whether management, non-exempt, full time or part time, have a similar duty and must inform the Bank of any conduct that may violate our policies, without fear of retaliation.

Applicants and employees are extended the opportunity to self-identify as an individual with a disability or as a protected veteran. This self-identification is strictly voluntary, confidential and will not result in any adverse employment action, to include termination or retaliation.

Violations of our policies, regardless of whether or not an actual law has been violated, will not be tolerated. The Bank will promptly and thoroughly investigate issues brought to our attention and will take appropriate disciplinary action, up to and including termination of employment. Furthermore, the Bank prohibits retaliation against any individual who files a charge of discrimination, reports harassment or who assists, testifies or participates in an equal employment opportunity proceeding. It is the duty of each employee to inform the Bank of any conduct that may violate this policy and the law.

An employee should notify his/her immediate supervisor as soon as the employee becomes aware of the need for a reasonable accommodation with regard to:

- Performance of the essential functions of the job (see your job description);
- Access to the workplace;
- Access and participation in Bank sponsored programs/activities;
- Emergency treatment and/or emergency evacuation assistance; and
- Alternative accessible formats for medical communications.

Responsibility for implementing and monitoring the Bank's employment compliance programs rests with the Human Resources Director, [REDACTED]. Questions concerning the EEO and Affirmative Action Policies should be referred to him at [REDACTED]. I encourage all employees, if you believe unlawful discrimination, harassment or retaliation has taken place, to contact your supervisor, your Regional Human Resources Manager or the Human Resources Director immediately.

July 16, 2018



## BANK OZK RESPONSE TO THE REQUEST FOR BANKING SERVICES

- A. **ACH Debits and Credits** – Bank OZK offers ACH Debits and Credits through ACH Manager which is a function of our Business Online Banking service ([www.ozk.com](http://www.ozk.com)). For security purposes, a token is required to access Business Online Banking as well as at the ACH transaction level through ACH Manager. Once an ACH file is initiated and approved (if dual approval is elected), immediate notification is provided advising that file is pending and another notification is provided once the file has been reviewed and released; all via Online Banking. Email notification, if requested by HSU, can be set up as well. Bank OZK offers ACH Positive Pay where Bank performs a review of ACH transactions presented against the ACH transaction rules established by HSU at set-up. For each service, the exceptions items can be viewed via Online Banking, or HSU may also opt to receive an email notification when exception items are ready for review. ACH files are due by 4:00PM CT.
- B. **FedWire Debits and Credits** – Bank OZK offers Wire Transfers through Wire Manager which is a function of our Business Online Banking service ([www.ozk.com](http://www.ozk.com)). For security purposes, a token is required to access Business Online Banking as well as at the wire transaction level through Wire Manager. The deadline for outgoing wires is 3:00 PM CT for wires initiated via Online Banking and 2:00 PM CT for Branch initiated wires. Incoming wires can be received throughout the day and the posting of the wire transaction can be viewed through Business Online Banking. The deadline for incoming wires to receive same day credit is 4:00 PM CT. As an additional notification option for both outgoing and incoming wires, Bank OZK can set up automated email notifications to as many email addresses as requested.
- C. **Daily Deposits** – Deposited items shall not be subject to hold established by the Funds Availability Act. Should a deposited item be held, HSU will be notified the day of the deposit. Deposits should be made by 5:00PM CT. Deposit slips can be conveniently ordered through Bank OZK. Credit memo posting will be posted to the Online Banking system; postings occur throughout the day. Deposit correction notices will be sent via United States Postal Mail.
- D. **Returned Items Processing** – Bank OZK will send returned items by United States Postal Mail. HSU will then have the opportunity to redeposit those items.
- E. **Credit Card Payment Processing** – Bank OZK partners with First Data who is the leading issuer and processor in merchant services throughout the world and has the capability to process any type of merchant transactions. Payments processed thru First Data/Bank OZK merchant services are credited to Bank OZK deposit accounts the next business day. Multiple merchant account numbers can be issued and mobile card readers can be provided. Exclusivity is not a requirement.
- F. **Check Processing and Routing** – Bank OZK offers Check Processing and Routing with the ability to view the front and back of cleared checks via Business Online Banking ([www.ozk.com](http://www.ozk.com)) and by monthly statement that can be viewed through Business Online Banking with the option to receive via mail.
- G. **Stop Payment Orders** – Bank OZK provides Stop Payment Orders to be completed via our Business Online Banking ([www.ozk.com](http://www.ozk.com)).
- H. **Electronic Information Reporting** - Bank OZK offers on-demand, electronic account access through our Business Online Banking ([www.ozk.com](http://www.ozk.com)) with the ability to retrieve previous and current day information as well as current and past monthly statements.
- I. **Direct Payroll and Financial Aid Deposits** – Bank OZK provides Direct Payroll and Financial Aid Deposits via ACH Manager accessed through our Business Online Banking service. Faculty, staff and students should provide their routing and account number. Bank OZK does not offer international ACH payments.
- J. **Overdraft Protection** – Bank OZK will provide an Overdraft Protection option called Safety Link to the University to use in case of an overdraft. These funds would be connected to a secondary HSU deposit account to cover

instances where the primary account may be overdrawn. In the case the secondary account overdraws, the Bank will contact HSU.

- K. **Interest Bearing Accounts/Investment Return** – Bank OZK will provide Public Funds Accounts that are interest bearing. Determining interest rates/calculating interest is based on a proprietary model that takes many areas into consideration to ensure the Bank provides the best possible rates to our customers.
- L. **Courier Service/Locking Bags** - Bank OZK can provide bonded courier services and weatherproof, sealable security bags to HSU. Further discussions regarding HSU’s courier needs will be necessary to determine how our courier services can provide appropriate solutions.
- M. **International Banking Services** – Bank OZK allows wire transfers internationally. US dollar international wires can be initiated through Online Banking. Foreign currency wires require a faxed request.
- N. **Collateralization** – Bank OZK’s Investment team services and monitors our public fund portfolios to ensure all funds are properly secured. The Security and Custodial agreements issued by the Bank are in full compliance with the Rule 2012-A Management of Cash Funds. Customer deposits that exceed the \$250,000 FDIC insurance amount will be collateralize by pledging appropriate securities, such as bonds or letters of credit, that will safeguard the excess amounts. Safekeeping copies will be provided.
- O. **After Hours Deposit Service** – Bank OZK provides Night Drop Depositorium as an After Hours Deposit Service to HSU. With provided sealable night depository bags, an HSU representative will place the bag(s) in the night drop for Bank OZK to process next day using dual control for verification.
- P. **Cost of Services** – Bank OZK will provide pricing per service offered on the Official Bid Pricing Sheet located in the pricing envelope.
- Q. **Positive Pay Capability** – Check and ACH Positive Pay services are available as a function of our Business Online Banking service ([www.ozk.com](http://www.ozk.com)) requiring a token at login to the Online Banking System. For Check Positive Pay, the check issue file information is matched with paid items. Presented items not matching issue records result in a list of exception items for decisioning. HSU would be responsible for submitting the check issued information as well as decisioning any exception items. For ACH Positive Pay, Bank performs a review of ACH transactions presented against the ACH transaction rules established by HSU at set-up. For each service, the exceptions items can be viewed via Online Banking, or HSU may also opt to receive an email notification when exception items are ready for review.
- R. **Cash and Coinage Requirements** – Bank OZK will supply HSU with the requested change orders. Bank OZK requests three business days notice to assure that HSU cash and coinage needs are met.
- S. **ATM Machines** – Bank OZK can provide an ATM Machine in the Garrison Activity Center.
- T. **ATM Services** – Bank OZK would like to partner with HSU on providing prepaid debit cards to be used by students as their campus card.
- U. **Exemplary Customer Service** – Bank OZK is proud of the team dedicated to supporting HSU. With years of experience and dedication, the following individuals will be the main points of contact for HSU.
  - a. [REDACTED]
  - b. [REDACTED]

c. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**ADDITIONAL SERVICES PROPOSED BY BANK OZK**

- V. **Remote Deposit Capture** – Bank OZK offers Remote Deposit Capture (RDC) via our Business Online Banking service. This option allows HSU to deposit checks by using a remote deposit capture machine onsite.
- W. **Same Day ACH** – Bank OZK offers the option to send same day ACH files through Business Online Banking. These files are completed in the morning and are issued same day to their recipients. Same Day ACH files will need to be submitted by 12:00PM CT.
- X. **Procurement Cards** – Bank OZK offers a competitive P-Card that allows businesses to track expenses along with each employee using the card.
- Y. **Stored Value Cards** – Bank OZK will work with HSU on Stored Value Cards and how employees can conveniently receive direct deposits, etc. by utilizing the card.
- Z. **Data Exchange: BAI2 via SFTP** – Bank OZK offers information reporting via a BAI2 transmission allowing direct data delivery.





## ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a **written response stating the bidder does not have such an EO Policy** will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

**This is a mandatory requirement when submitting an offer as described above.**

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117.

Sincerely,

*Tim L. Jones*

Tim L. Jones, APO  
HSU Director of Purchasing

---

To be completed by business or person submitting response: (check appropriate box)

EO Policy Attached [this is mandatory, if available]

If an EO Policy cannot be provided – a written signed and dated statement must accompany this page indicating, 'No EO Policy is available.'

Company Name

Or Individual:

BANK OZK

Title:

e:

11/08/2018

Signature:

**MINORITY BUSINESS POLICY:** Minority participation is encouraged this all procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

**Check minority type:**  African American  Hispanic American  American Indian  
 Native American  Asian  Pacific Islander  Disabled Veteran

Arkansas Economic Development Commission certification (if available) #: \_\_\_\_\_

[REDACTED]

---

**From:** Illegal Immigrant Form <AASIS-OSP@dfa.arkansas.gov>  
**Sent:** Thursday, November 08, 2018 10:00 AM  
**To:** [REDACTED]  
**Subject:** Illegal Immigrant Form

## **DFA Illegal Immigrant Contractor Disclosure Certification**

### **Illegal Immigrant Form**

**Vendor:** Bank OZK  
**Tax ID:** 0170  
**Disclosure Statement:** I certify that I **DO NOT** employ or contract with an illegal immigrant.  
**Contact E-mail:** [REDACTED]  
**Submitted on:** 11-08-18  
**Valid through:** 11-07-19

HENDERSON STATE UNIVERSITY  
Purchasing Department  
1100 HENDERSON STREET  
ARKADELPHIA, ARKANSAS 71923  
870-230-5117 PHONE  
870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.**

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones  
Director of Purchasing  
[jonest@hsu.edu](mailto:jonest@hsu.edu)

\*\*\*\*\*

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

We have certified on-line that we do not employ or contract with any illegal immigrants  
Date on-line certification completed: 11/08/2018

We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.  
Reason for non-certification: \_\_\_\_\_

Name of Company: BANK OZK

Signature: 

Name & Title: \_\_\_\_\_



Date: 11/08/2018 (printed or typed)

The undersigned employer verifies its compliance with Arkansas law (A.C.A § 19-11-105) and Act 157 of 2007 of the Arkansas Regular Legislative Session stating affirmatively that Bank OZK employs a work authorized workforce and has registered with and utilizes the federal work authorization program commonly known as E-Verify in accordance with the applicable deadlines established by the U.S. Citizenship and Immigration Services (USCIS), a component of the Department of Homeland Security. The federal work authorization user identification number and date of authorization are as follows:

179412  
**Federal Work Authorization Number**

01/13/2009  
**Date of Authorization**

**Name of Company:** Bank OZK

**Signature:**   


**Name & Title:** 

**Date:** 11/07/2018


## RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated §25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

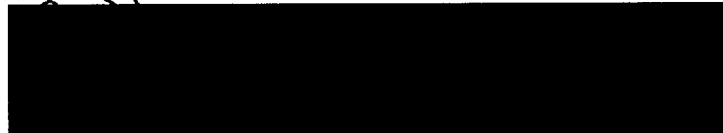
By signing below, the Contractor agrees and certifies that they do not currently boycott Israel, and will not boycott Israel during any time in which they are entering into, or while in contract, with Henderson State University. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, they must notify Henderson State University in writing.

If the Contractor currently boycotts Israel, or engages in the boycott of Israel while in contract with Henderson State University, see Arkansas Code Annotated §25-1-503.

Description of product or service	
Contractor name	BANK OZK

Contractor Signature:   
Signature must be hand written, in ink.

Date: 11/08/2018



## Restriction of Boycott of Israel – Arkansas Code Annotated § 25-1-503

Prior to award of any contract/purchase order with a value of \$1,000 or greater, the successful bidder/contractor must certify in writing that the bidder/contractor is not currently engaged in, and agrees that for the aggregate term of the contract will not engage in, a boycott of Israel.

Prior to issue of any contract/purchase order with a value of \$1,000 or greater, the issuing Agency shall obtain a written statement from the intended awardee that the intended awardee does not currently engage in, and agrees for the aggregate term of the contract, that they will not engage in a boycott of Israel.

Agencies should require the successful bidder/contractor to fill out, sign and date (in ink) and return the "RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION" form located on the Office of State Procurement website under FORMS/REPORTING – Solicitation Templates/Boycott of Israel Certification Form. This signed certification must be attached to the AASIS contract/purchase order or a printed version must be kept in the bid report.

If the contractor violates the above certification or is found to not be in compliance during the term of the contract, the state may require the contractor to remedy the violation within 60 days of discovery of that violation. Failure to remedy the violation within the 60 day period may result in termination for breach of contract, and the contractor may be liable to the State for the State's actual damages.

\*This rule applies to written contracts only and is to be applied prospectively. Any written contract entered into prior to August 1, 2017 does not require certification.

\*\*Certification is required at the time a written contract is entered into. Renewals or extensions of contracts do not require certification.

\*\*\*Exceptions: This Rule does not apply to: (1) A company that fails to meet the requirements under Act 710 subdivision (a)(1) of this section but offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business; or (2) Contracts with a total potential value of less than one thousand dollars (\$1,000).



# HENDERSON

STATE UNIVERSITY

EXCELLENCE • SPIRIT • TRADITION

Purchasing Department  
Box 7894

## ADDENDUM # 1

870-230-5117 Phone  
870-230-5486 Fax

To: Vendors of Record  
From: Tim Jones, Director  
Date: October 17, 2018  
Subject: RFP – Banking Services

The following change(s) to the above referenced IFB for Henderson State University has been made as designated below:

- \_\_\_\_\_ Change of Specification(s)
- \_\_\_\_\_ Additional Specification (s)
- \*\* \_\_\_\_\_ Change of bid opening time and date
- \_\_\_\_\_ Cancellation of bid

Please change the bid opening date to November9, 2018.

The specifications by Virtue of this addendum become a permanent addition to the above referenced RFP. **Failure to Return This Signed Addendum May Result in Rejection of Your Bid. Return this form with Proposal.**

Should you have questions, please contact Tim Jones at the number above or email [jonest@hsu.edu](mailto:jonest@hsu.edu).

\_\_\_\_\_  
Vendor Signature

Bank OZK  
\_\_\_\_\_  
Company

11-9-18  
\_\_\_\_\_  
Date

**EVALUATION SUMMARY FORM  
(COMPLETED BY COMMITTEE CHAIR)**

PROJECT: Banking Services 2018

RFP: 19-03

DATE: 12-20-18

	Respondent/Firm	<i>Total</i> Average Score	Ranking
1	Bank of Ozk	107	2
2.	Southern Bancorp	110	1
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

(Note: Add additional sheets if more than 15 responses received.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

*Stacia Franklin*  
Signature of Committee Chairperson

*[Signature]*  
Signature of Facilitator

12-20-18  
Date



**WRITTEN QUALIFICATIONS  
EVALUATION COMPARISONS FORM  
(COMPLETED BY COMMITTEE CHAIR)**

PROJECT: Banking Services 2018

RFP: 19-03

RESPONDENT (FIRM): Southern Bancorp

DATE: 12-20-18

Criteria	Max Points	[Initials]	[Initials]	[Initials]	[Initials]	[Initials]	[Initials]
1. Required Information (RFP)	0 to 5	KS	VH	TW	DR	LF	VS
2. Required Services (Section Two)	0 to 5	5	5	4	4	5	4
3. Additional Services	0 to 5	5	5	4	5	5	4
4. Cost of Services	0 to 5	4	5	5	4	3	5
Raw Score Totals	0 to 20	18	20	18	18	18	18

Combined Raw Score (Sum of all evaluators): \_\_\_\_\_

Average Score (Raw Score/number of evaluators): \_\_\_\_\_

[Print Evaluator's Name]

[Initials]

1. KAREN SPEAKIN KS
2. YANNY HUDSON VH
3. TY WADSON TW
4. DAVID RODRIGUEZ DR
5. LECIA FRANKLIN LF  
VICKIE SUNDLEY VS

= 110

**WRITTEN QUALIFICATIONS  
EVALUATION COMPARISONS FORM  
(COMPLETED BY COMMITTEE CHAIR)**

PROJECT: Banking Services 2018

RFP: 19-03

RESPONDENT (FIRM): Bank of Ozk

DATE: 12-20-18

Criteria	Max Points	[Initials]	[Initials]	[Initials]	[Initials]	[Initials]
1. Required Information (RFP)	0 to 5	KS	VH	TW	DR	LF
2. Required Services (Section Two)	0 to 5	5	4	4	4	5
3. Additional Services	0 to 5	5	5	5	4	5
4. Cost of Services	0 to 5	4	4	5	4	4
Raw Score Totals	0 to 20	18	16	19	16	19

VS  
5  
4  
5  
5  
19 = 107

Combined Raw Score (Sum of all evaluators): \_\_\_\_\_

Average Score (Raw Score/number of evaluators): \_\_\_\_\_

[Print Evaluator's Name] [Initials]

1. KAREN SPARIN KS
2. TOMMY HOBSON TH
3. TY HOODSON TH
4. DAVID RODRIGUEZ DR
5. LECIA FRANKLIN LF
- VICKIE SWISLEY VS

**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Southern Bancorp

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	5
2.	Required Services (Section Two)	0 to 5	5
3.	Additional Services	0 to 5	4
4.	Cost of Services	0 to 5	4
	Sub-Total		18

Note: Attach additional pages if necessary for explanation of scoring.

Karen M. Brady      12/20/18  
Signature of Evaluator      Date



**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Southern Bancorp

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	5
2.	Required Services (Section Two)	0 to 5	5
3.	Additional Services	0 to 5	5
4.	Cost of Services	0 to 5	5
	Sub-Total		20

Note: Attach additional pages if necessary for explanation of scoring.

Johnny Andrew      12/20/19  
Signature of Evaluator      Date

**EVALUATION FORM**  
(COMPLETED BY INDIVIDUAL EVALUATOR)

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Bank of Ozk

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	4
2.	Required Services (Section Two)	0 to 5	5
3.	Additional Services	0 to 5	4
4.	Cost of Services	0 to 5	<del>3</del> <i>3</i>
	Sub-Total		<del>16</del> <i>16</i>

Note: Attach additional pages if necessary for explanation of scoring.

Johnny Hudson      12/20/18  
Signature of Evaluator      Date

*They were not paying the highest rate*

**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

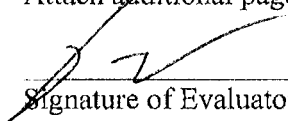
PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Bank of Ozk

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	4
2.	Required Services (Section Two)	0 to 5	4
3.	Additional Services	0 to 5	4
4.	Cost of Services	0 to 5	<del>4</del> 4
	Sub-Total		<del>16</del> 16 JK*

Note: Attach additional pages if necessary for explanation of scoring.

  
Signature of Evaluator

12-20-18  
Date

\* after further  
consideration of  
interest rate  
differences.

**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

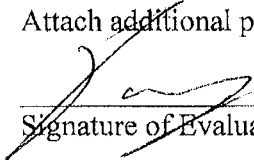
PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Southern Bancorp

DATE:

	Criteria	Maximum Points	Score
1.	Required Information (RFP)	0 to 5	4
2.	Required Services (Section Two)	0 to 5	5
3.	Additional Services	0 to 5	4
4.	Cost of Services	0 to 5	5
	Sub-Total		18

Note: Attach additional pages if necessary for explanation of scoring.

  
\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

12-20-18



**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Bank of Ozk

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	5
2.	Required Services (Section Two)	0 to 5	5
3.	Additional Services	0 to 5	4
4.	Cost of Services	0 to 5	5
	Sub-Total		19

Note: Attach additional pages if necessary for explanation of scoring.

L. J. M. J. J.                      12-20-18  
Signature of Evaluator              Date

**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Southern Bancorp

DATE:

	Criteria	Maximum Points	Score
1.	Required Information (RFP)	0 to 5	5
2.	Required Services (Section Two)	0 to 5	5
3.	Additional Services	0 to 5	3
4.	Cost of Services	0 to 5	5
	Sub-Total		18

Note: Attach additional pages if necessary for explanation of scoring.

Lecia Smith      12-20-18  
Signature of Evaluator      Date

**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Bank of Ozk

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	5
2.	Required Services (Section Two)	0 to 5	4
3.	Additional Services	0 to 5	5
4.	Cost of Services	0 to 5	5
	Sub-Total		19

Note: Attach additional pages if necessary for explanation of scoring.

Vickie Shipley      12/20/18  
Signature of Evaluator      Date

**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Southern Bancorp

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	4
2.	Required Services (Section Two)	0 to 5	4
3.	Additional Services	0 to 5	5
4.	Cost of Services	0 to 5	5
	Sub-Total		18

Note: Attach additional pages if necessary for explanation of scoring.

Vickie Shipley 12/20/18  
Signature of Evaluator Date

**EVALUATION FORM**  
**(COMPLETED BY INDIVIDUAL EVALUATOR)**

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Southern Bancorp

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	4
2.	Required Services (Section Two)	0 to 5	4
3.	Additional Services	0 to 5	5
4.	Cost of Services	0 to 5	5
	Sub-Total		18

Note: Attach additional pages if necessary for explanation of scoring.

[Signature]  
Signature of Evaluator

12/22/2019  
Date

**EVALUATION FORM**  
(COMPLETED BY INDIVIDUAL EVALUATOR)

PROJECT: RFP 19-03 Banking Services

RESPONDENT (FIRM): Bank of Ozk

DATE:

	Criteria	Maximum Points	Score
1	Required Information (RFP)	0 to 5	5
2.	Required Services (Section Two)	0 to 5	5
3.	Additional Services	0 to 5	4
4.	Cost of Services	0 to 5	4
	Sub-Total		18

*ko \**

Note: Attach additional pages if necessary for explanation of scoring.

*Kenneth J. ...*  
Signature of Evaluator      Date      *12/20/18*

*\* wasn't clear on bid that we'd be charged for ATM machine*