WOODHAVEN LEARNING CENTER COLUMBIA, MISSOURI

REQUEST FOR PROPOSAL

TREASURY MANAGEMENT, BANKING, & PURCHASING CARD SERVICES

SUBMISSIONS SHALL BE ACCEPTED UNTIL FRIDAY, JULY 11, 2025 by 4 PM CST

and received at:

Woodhaven Learning Center
Attn: Steve M. Bruce, Chief Financial Officer
1405 Hathman Place
Columbia, MO 65201

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the products/services described herein in the manner and for the pricing submitted and in accordance with the outlined terms and conditions.

Company Name	Authorized Agent (Print)		
Address	Signature		
City/State/Zip	Title		
Telephone #	Date		
 E-mail	EIN		

REQUEST FOR PROPOSAL

Competitive bids are being solicited by Woodhaven Learning Center (WOODHAVEN) for the following services:

Treasury Management and Banking Services

Sealed hard copy submissions will be received at the Administrative Office of Woodhaven, 1405 Hathman Place, Columbia, MO 65201, attention Jennifer Hebert, Assistant Controller. **Bids will be accepted until 4:00 PM on Friday, July 11, 2025.** Bidders shall include one (1) original, and five (5) copies.

Requests for clarifications and/or additional relevant financial information will be considered by Woodhaven during the week of June 9-13, 2025 and should be directed to Jennifer Hebert at Jhebert@woodhaventeam.org. Answers to questions will be posted for all bidders by no later than June 20th at www.woodhaventeam.org/

Woodhaven is an Equal Opportunity Employer.

Steve M. Bruce, MPA Chief Financial Officer

COLUMBIA DAILY TRIBUNE, JEFFERSON CITY NEWS TRIBUNE: Legal Notices Woodhaven Learning Center 1405 Hathman Place, Columbia, MO 65201

WOODHAVEN REQUEST FOR PROPOSAL TREASURY MANAGEMENT & CREDIT SERVICES

1.0 OVERVIEW

1.1 Offeror Background and Priorities.

Woodhaven Learning Center (Woodhaven) is located in Columbia, Missouri and is a premier provider of residential, community integration, supported employment, and health services to individuals diagnosed with developmental and intellectual disabilities, autism, and neurodiversity in the central Missouri area. We believe that everyone has the ability to add value and make an impact in their community and the lives of others. We believe that everyone deserves to live with dignity and independence in a home anyone would be proud to call their own.

Woodhaven owns and operates 38 individualized supported living (ISL) homes in the Columbia metro area, and also operates a day habilitation program, an afterschool program, and an innovative program designed to provide job and socialization skills, and enrichment activities for neurodiverse young adults. A 501c3 nonprofit in good standing with the State of Missouri and Internal Revenue Service, we employ over 315 staff serving 130+ individuals and their families, and have a rich history and strong reputation for innovative programming and personalized services. In 2024, Woodhaven celebrated its 60th anniversary.

Woodhaven seeks an equally innovative, technology forward partner to provide treasury management and purchasing card services, and excellent customer service support throughout this engagement. Priority will be given to well capitalized institutions that offer robust solutions and products, including the use of Artificial Intelligence to assist in routine business activities, such as monthly reconciliations, accounts payable, and accounts receivable activities.

The successful bidder(s) will provide contracted services for an initial period of three years, with two, one-year extensions possible, based upon performance. Bidders must be FDIC insured institutions, maintain an office within the boundaries of Boone County, and must be willing to accept this request for proposal's requirements without exception.

- 1.2 **NOTIFICATION**. This document constitutes a request for competitive, sealed offers per the provisions of this Request for Proposal ("RFP") in providing Treasury and Banking Services for Woodhaven Learning Center.
- 1.3 **PROCESS*.** Woodhaven will work diligently to follow this timetable which shall result in the full implementation of services by the successful bidder by or before September 12, 2025

Issuance of RFP June 6, 2025 Deadline for Questions – 4:00 p.m. CST June 13, 2025 Answers to Questions posted June 20, 2025 Bids due – 4:00 PM CST July 11, 2025 Selection of finalists July 25, 2025 In-person interviews Jul. 28 - Aug. 1 2025 E-Auction for finalists (if needed) Aug. 4 – Aug. 8, 2025 Banking agreement negotiation and finalization Aug. 5 – Aug. 15, 2025if Aug. 18 - Sept. 12, 2025 Implementation of services

*These dates are estimates and subject to change by Woodhaven.

- 1.4 Questions, Requests for Clarification or Interpretation. Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted IN WRITING and received by June 13, 2025. All inquiries shall be directed to Jennifer Hebert, Assistant Controller: Jhebert@woodhaventeam.org. Phone calls requesting clarification or additional information will not be returned or acted upon.
- 1.5 **Cone of Silence:** Contact with any WOODHAVEN employee regarding this solicitation is expressly prohibited without prior consent by the Chief Financial Officer, and only as explicitly allowed for by this solicitation. Respondents directly contacting WOODHAVEN employees outside of allowed dates and channels risk elimination from consideration.
- 1.6 ISSUANCE OF ADDENDA. Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of pertinent information related to this solicitation via the issuance of addenda which will be e-mailed to all respondents. All issued addenda are incorporated by reference as if fully set out herein. It is the responsibility of each respondent to verify that they have received, acknowledged and included in their submission all addenda related to this solicitation; failure to do so may constitute grounds for bid rejection. Respondents are cautioned that the only official position of Woodhaven is that which is issued by WOODHAVEN in these specifications or addendum/amendment thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product, and/or service in accordance with the intent of these specifications.
- 1.7 **Response submission.** Responses shall be submitted in a sealed envelope or box identified by bid title, and bid submission date, shall be complete and signed by an official authorized to obligate the agency or company submitting the response; and shall include one bound (1) complete original and four (4) bound exact duplicates. It is the responsibility of each respondent to deliver his/her submission to the offeror at 1405 Hathman Place, Columbia, Missouri, 65201 on or before the date and exact time indicated for submission acceptance. No fax or email submissions will be accepted. Responses will be time and date stamped; those received late will be determined non-responsive and will be returned unopened to the sender without exception.

2. TERMS AND CONDITIONS

- 2.1 **INCURRING COSTS**. Woodhaven shall not incur a cost for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **REJECTION, EVALUATION AND NEGOTIATION.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new; and to accept or request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Woodhaven's sole judgment, the best interests of Woodhaven will be so served.
- 2.3 **WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid award must occur in order to withdraw a submission which has been delivered to the specified address above.

- 2.4 **VALIDITY.** Submissions will remain valid for consideration by Woodhaven for a minimum period of ninety (90) calendar days after the date specified for bid submission deadline.
- 2.5 **RESPONSE MATERIAL OWNERSHIP**. All material, documentation, and other information submitted in response to this solicitation becomes the property of Woodhaven, and shall be retained in full confidence and not shared publicly.
- As NEEDED, IF NEEDED. The successful respondent shall provide product or service on an "as needed, if needed" basis for Woodhaven in accordance with the provisions and requirements stated herein. Any quantities included in this request are based on estimates; Woodhaven reserve the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing and/or stated terms.
- 2.7 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner unless done so by Woodhaven via the issuance of an addendum or amendment.
- 2.8 **RESTRICTIVE LANGUAGE**. It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Woodhaven if any language, specification or requirement of this solicitation appears to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Chief Financial Officer and received at least five (5) business days prior to the date set for bid submission deadline.
- 2.9 **INTERPRETATION OF DOCUMENTS**. Should any differences arise as to the meaning or intent of these specifications, Woodhaven's interpretation shall be final and conclusive.
- 2.10 **Assignment**. The awarded party shall not assign the contract, subcontract or sublet it as a whole without the prior written consent of Woodhaven. Assignment, subcontracting or subletting it without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Woodhaven.
- 2.11 CONFLICT OF INTEREST. In submitting a response, the respondent hereby covenants that at the time of submission, the respondent has no other contractual relationships which would create any actual or perceived conflict of interest. The respondent further agrees that during the term of the contract, neither the respondent nor any of its employees shall acquire any other contractual relationship which creates such conflict.
- 2.12 QUALIFICATIONS OF RESPONDENTS. Woodhaven may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to Woodhaven all such information and data for this purpose that Woodhaven may request. Woodhaven reserve the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy Woodhaven that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.13 **TAX EXEMPTION.** Woodhaven is funded by public monies, private donations, endowments, and investment trusts; and as such has been approved by the State of Missouri and United States Internal Revenue Service for sales/use and income tax exempt status. Woodhaven is a 501c3 organization in good standing, and our Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.14 **FUNDS.** Financial obligations of Woodhaven payable after the first fiscal year the contract is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, budgeted, or otherwise made available, any resulting Contract will become null and void without penalty to Woodhaven.

- 2.15 **PRICES**. Prices must be stated in units of quantity specified and must be firm. Bids including escalator clauses shall not be considered.
- 2.16 **APPLICABLE LAW**. In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri, or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Boone County, Missouri.
- 2.17 **Basis Of Award.** Award shall be made to the responsible bidder whose offer best responds to the quality, pricing, capacity, and service requirements of Woodhaven, as determined by Woodhaven.
- 2.18 PREFERENCE. In making bid awards, Woodhaven shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of Boone when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.19 **CHANGE ORDERS.** The final contract between Woodhaven and the awarded party(s) will include, by reference, the awarded party's response and the specifications contained in this solicitation. Woodhaven may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by WOODHAVEN, authorizing and directing such changes or departures. Any work/service that is unauthorized, and the correction of such unauthorized effort, shall be at the awarded party's expense. No other individual is authorized to modify the contract in any manner.

2.20 CONTRACT TERMINATION.

2.20.1 TERMINATION FOR DEFAULT. If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Woodhaven shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Woodhaven, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Woodhaven any damages sustained by Woodhaven by virtue of any breach of the contract by the awarded party, and Woodhaven may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due Woodhaven from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

3. SCOPE OF WORK

3.1 OVERVIEW. The purpose of this solicitation is to obtain competitive proposals from FDIC insured banking depositaries which desire to be selected as the depository of Woodhaven's funds, issuer of corporate purchasing cards, and/or, a provider of a line of commercial credit. Services will be provided for an initial contract term of three years, with two, one-year extensions available at Woodhaven's discretion.

3.2 REQUIRED TREASURY MANAGEMENT SERVICES

- 3.2.1 **ELECTRONIC TREASURY MANAGEMENT SERVICES.** The successful institution shall be required to provide online and mobile account access with necessary safeguards including multi-level and/or password or biometric security for such information and services as:
 - Account Balance Inquiries
 - Account Transfers
 - Stop Payments
 - Wire Transfers (optional- not required)
 - ACH debits and credits (pre-authorized and ad hoc)
 - Electronic bill payments
 - Electronic transfer of tax payments
 - Positive Pay
 - ACH Positive Pay
 - · Copes of checks
 - Electronic statements
 - Ad Hoc reports available to aid in reconciliation and daily fiscal management
 - Administration features and functionality, including the ability to create, manage and delete user profiles and account/feature access in real time, and multi-level approval processes to aid in ensuring separation of duties
- 3.2.2 **ACCOUNTS**. Woodhaven currently maintains separate accounts*:
 - General Operating Avg collected balance of \$235,935
 - Operating Reserves Avg. collected balance of \$3,313,072
 - Insurance ZBA account
 - Payroll ZBA account
 - **Client Fiduciary Avg. collected balance of \$121,785`
 - **Social Security Beneficiary Payee Avg. collected balance of \$32,866

Additionally, Woodhaven maintained the below cash and cash equivalent balances, as of April 30, 2025:

Woodhaven Learning Center

Cash and Investments Detail as of 4/30/2025 **▼** Balance Name ▼ Type Bank 1 4,577,242.10 Money Market Account Liquid 1,130,595.84 Short-Term CDs 2,099,232.20 **CDARs** Short-Term 1,347,414.06 Bank 2 5,238,140.34 **Operating Account** Liquid 64,806.27 137,834.28 Client Account Liquid Money Market Account Liquid 5,035,499.79 Bank 3 11,080.51 **Operating Account** Liquid 2,022.37 Client Account Liquid 9.058.14 **Grand Total** 9,826,462.95

^{*}Average monthly collected balances are for Jan. 1 - Dec. 31, 2024.

^{**} Account cannot earn interest due to contractual, regulatory, or legal requirements

Woodhaven reserves the right to add or remove accounts at any time, utilizing the same pricing submitted for existing accounts. Neither the number of transactions nor the balance of any account can be guaranteed for any portion of the term of this contract.

Respondents shall also include information on the following in their responses:

- 3.2.3 **BANK STATEMENT.** The banking institution shall provide month-end statements, ending the last day of the month, to Woodhaven by the fifth day of the following month (and to various auditors as requested). The bank statement shall reflect the regular account activity, average daily collected balance for that month, the interest rate earned, and include the beginning balance plus deposits less checks honored each month. Copies of front and back of checks are required- either to be included with the monthly bank statement, or accessible via secure electronic platform.
- 3.2.4 **ACCOUNT ANALYSIS.** The successful institution shall provide individual and consolidated monthly account analysis showing transaction volume and cost of service for all accounts. The format of this analysis must be approved in advance by Woodhaven. This analysis is due on or before the fifth working day of the following month.
- 3.2.5 **CLEARED ITEMS LOOKUP.** Woodhaven requires the ability to obtain electronic versions of cleared items, including front and back images. Additionally, provide information on how long items remain accessible on the institution's online platform, and how electronic images can be obtained if not available online.
- 3.2.6 **ERP INTEGRATION.** Woodhaven currently utilizes Oracle Netsuite for our ERP system. We will prioritize the capability to integrate with Netsuite; specifically through the use of API keys or other means to automate tasks such as electronic bank payments, daily journal entries, ad-hoc and scheduled reconciliations of accounts to bank's online account registers, and any other capabilities such as bidirectional feeds or artificial intelligence that will enhance Woodhaven's overall ability to increase financial operations' efficiency and accuracy through the leveraging of current and future technologies.
- 3.2.7 **AUTOMATED CLEARINGHOUSE**. Woodhaven utilizes ACH for employees' reimbursement checks, to pay companies, and to collect funds from individuals. This shall continue for the term of the contract resulting from this solicitation. As such, it will be necessary to include ACH pricing on Exhibit A. Include information on how data may be securely entered into the institution's online treasury management system, and/or transmitted via file upload, secure transfer or other means. Provide information related to processing windows, timeframes, cost effective practices, and requirements that ensure timely processing of submitted transactions.
- 3.2.8 **ANTI-FRAUD TOOLS AND SERVICES.** Woodhaven currently utilizes check Positive Pay and ACH Positive Pay filters to protect against fraud. Detail how these services work at your institution, how data can be transmitted to and from the bank, cut-off and timeframes for file/ transaction and approval/denial submissions, limitations of your platforms, and what reports and tools are available to Woodhaven Financial Operations staff to aid in reconciliation and daily fiscal management. Include any new tools in development, timeline to availability, and expected cost to Woodhaven.
- 3.2.9 **CONSOLIDATION**. Woodhaven require the option to consolidate any funds via the use of "Zero Balance Accounts." This will allow separate accounts for check issuance with flexibility to pool money for short term investments.

- 3.2.10 **RELOADABLE DEBIT (PREPAID) CARDS** The successful institution shall provide Woodhaven with the ability to deposit client and/or employee funds via ACH to individual accounts via a reloadable card. The accounts must utilize FDIC insured accounts, have online accessibility and online bill pay. Preferably, the institution will make available to Woodhaven a file upload process allowing for batch loading and unloading of card balances each month, as dictated by Woodhaven's business needs. Woodhaven currently utilizes 172 reloadable cards for client funds on a monthly basis. Bidders are strongly encouraged to offer additional or alternative, creative solutions to managing client personal funds via reloadable debit cards, including methods to streamline the funding / unloading process.
- 3.2.11 **REMOTE CHECK DEPOSIT A/K/A EDEPOSIT –** The successful institution shall provide Woodhaven the ability to remotely deposit checks received by agency to various accounts. Ability to create images of checks and deposits to the bank electronically and securely.
 - Use of a small tabletop scanning device along with software to create images of checks
 - Software to automatically verify each check using handwriting recognition
 - Complete and balanced deposits are transmitted to bank via a secure Internet connection
 - Extended cutoff time for same day business 5pm for that day's business or later.

3.3 REQUIRED CREDIT SERVICES

- 3.3.1 **SECURED LINE OF CREDIT** The successful institution shall provide Woodhaven a serviceable, revolving line of credit of two million dollars (\$2,000,000.) for the duration of the contract period. Clearly explain the interest rate applied to outstanding balances and how it is calculated, as well as any fees associated with maintaining this line. Woodhaven expects to utilize funds on deposit, certificates of deposit, and/or purchased securities safekept with the institution as collateral. Note: Woodhaven does not expect to utilize this facility except in a limited time of severe need or due to a most extraordinary and unforeseen adverse event.
- 3.3.2 **Purchasing Card Services.** Bidders shall provide comprehensive detail regarding their corporate purchasing card platform. Requirements, and available functions, including mobile card program management, ad hoc and subscription-based reporting services designed to monitor and manage risk exposure, aid in reconciliations, and the overall management of Woodhaven's purchasing card program should be included. Customized coding features, expense tracking, and security protections allowing Woodhaven to restrict, approve, and tailor card purchases and credit limits based on role, business need, or other requirements are of key importance.

Woodhaven's card spend in 2024 was \$596,568. For Q1, 2025, card spend totaled \$153,462. Card spend is expected to increase year over year.

Woodhaven desires to utilize a complimentary, customed card design for its purchasing card solution. Bidders should provide examples of customized designs available to Woodhaven that include a statement of "TAX EXEMPT" on the card face, as well as our federal Tax Identification Number. Additionally, bidders should include the rebate rate Woodhaven will receive for utilizing the institution's purchasing card solution exclusively, including terms, timing of rebates, and any limitations of the rebate program.

Additionally, describe your card program's capability of serving multiple needs, such as fleet management, travel, and corporate purchasing. Fully detail the functionality of each element of the program, providing easy to follow examples of how a fleet manager

or accounting manager may interact with the system and perform routine functional tasks.

Woodhaven is also particularly interested in the ability of the institution's card platform to integrate with our ERP, Netsuite. Ideally, the platform would reduce or remove the need for manual entries and classifications through nightly or other regular updates to Netsuite, further aiding us in obtaining greater operational efficiency and accuracy.

Bidders should include information regarding their current credit portfolio, relating how many cards they currently service, the number of commercial clients serviced, and the length of time the institution has provided commercial purchasing card services.

3.4 RESERVATIONS

- 3.4.1 CHECKS AND DEPOSIT SLIPS. Woodhaven requests pricing for the provision of checks and deposit slips but reserves the right to furnish its own at its discretion.. All checks are currently purchased through a supply vendor. Form and layout must be approved by Woodhaven; copies of proposed checks and deposit slips must be furnished upon request.
- 3.4.2 **LOCKING BANK BAGS**. The successful institution shall agree to provide Woodhaven up to five (5) lockable bank bags for cash and deposit handling at no cost.

3.5 RESTRICTIONS AND COMPENSATION

3.5.1 **COMPENSATION**. The successful banking institution shall be entitled to collect reasonable service charges, should they choose, as outlined in their submission as compensation for services and products provided. In the event service fees are charged by the successful bidder, each account will be charged for the activity in the account, or at Woodhaven's option, one or more of the accounts may incur all or some of the charges. There will be NO CHARGES ACCEPTED BY WOODHAVEN OTHER THAN THOSE CLEARLY OUTLINED IN THE SUCCESSFUL RESPONDENT'S PROPOSAL without the express, written consent, in advance, by Woodhaven.

3.6 Proposal Requirements And Selection Criteria

- 3.6.1 **PROPOSAL FORMAT.** Bidders shall limit their submission to a maximum of 35 pages, excluding cover page, transmittal letter, table of contents, exhibits and addenda on optional recommended services. Bidders are also advised to follow the below format without deviation. Responses received that do not include all items below or that deviate from the requested format will be considered non-responsive and rejected.)
 - Fully Executed Cover Page (Page 1 of this document)
 - Transmittal letter, signed by individual capable of binding your institution to a contract pursuant to this solicitation
 - Table of Contents

3.6.2 EXPERIENCE, STABILITY, AND CAPABILITY

- Profile of banking institution:
 - Year established
 - Current capitalization, carried debt, and Basel III liquidity ratios from the institution's most recent Uniform Bank Performance Report
 - Identification of whether institution is statewide, regional or local
 - Address of primary office that would handle Woodhaven's treasury services
 - Location of local branches, services provided, hours of operation, and contact information for each

- Proof institution is an FDIC insured institution and in good standing with the State of Missouri
- Description of the institution's experience with nonprofit organizations and understanding of Woodhaven's service delivery model, needs, and challenges

3.6.3 TREASURY MANAGEMENT SERVICES

- Description of the institution's understanding of the work to be performed
- Description of the proposed approach for providing each of the services as detailed in Section 3.2, as well as key functions, capabilities, requirements, and limitations for each service and/or product proposed
- Describe the institution's policy toward daylight overdrafts. Woodhaven will make every effort to maintain positive balances within its accounts; however should a rare and unexpected daylight overdraft occur, will Woodhaven be charged for the overdraft, or does the institution have procedures in place to notify Woodhaven promptly and allow for a same-day resolution?
- Provide information on any significant (more than one hour) outages
 experienced within the last three years, the length of time required to resolve the
 outage, and the average "up time" of your system over the same timeframe.
 Include details of how your systems are administered, whether in-house or via
 contracted vendor.
 - If via contracted vendor, provide the name of the vendor, the length of time they have been providing online treasury management services, and the size and scope of their client portfolio (specific client information not requested).
 - If the institution's systems are managed internally, describe the type and kinds of resources assigned to ensure the platform(s) remain(s) highly secure and available
- Describe how your system is monitored for errors, breaches, and downtime.
 Provide information on how unexpected issues and enhancements are identified and managed.
- Discuss any planned enhancements or changes to your systems within the next 12 months.

3.6.4 REQUIRED CREDIT SERVICES

- Description of how the institution will make the required revolving line of credit required in Section 3.3.1 available to Woodhaven, including repayment terms, conditions, and any additional securitization or documentation requirements beyond Woodhaven's deposits and/or securities held with the servicing institution Provide information detailing your institution's experience with this service and capacity to maintain this line of credit available to Woodhaven throughout the contract period.
- Description of the institution's understanding regarding the functions and features of the purchasing card program sought, needs specific to Woodhaven, and relevant experience the institution possesses in implementing, facilitating, and supporting a commercial card program.
- Comprehensive description of the proposed approach to providing the services as detailed in Section 3.3.2.
- Discussion of value-added features/services that may be of interest to Woodhaven and their associated costs/fees
- Description of value-added features/services that will be provided to Woodhaven free of charge
- Description of all reports that will be provided to Woodhaven

3.6.5 RELATIONSHIP AND PROJECT MANAGEMENT

- Listing of the qualifications and skills of the individuals as well as their direct supervisor(s), that will be assigned to Woodhaven's treasury management, commercial credit, and purchasing card program needs; and, the procedures that would be used in escalating unexpected problems or issues to resolution
- Organizational chart indicating where Woodhaven's relationship management team members are situated within your institution, roles and responsibilities relevant to Woodhaven's accounts, and how each member interacts with one another to successfully manage our relationship
- A clear, easy to follow four-week implementation plan, detailing action stages, goals, and objectives for each readiness stage. Plan should include what human, technical, and/or other resources will be required at each stage, and who will be responsible for overseeing completion.
- Discussion of what staff support will be required from Woodhaven
- Description of the institution's community reinvestment activities, paying specific attention to any efforts supporting an inclusive community for individuals with developmental and intellectual disabilities, as well as neurodivergence and Autism. Include your institution's most recent CRA rating.

EXHIBIT A - PRICING TO WOODHAVEN

- Identify the proposed fixed rate Woodhaven's cash will earn during this contract.
 Include the institution's calculation used to compute Woodhaven's interest rate along with identifying the underlying index, if appropriate.
 - Alternatively, Woodhaven will consider a floating rate option for funds on deposit. Bidders may include a floating rate option, tied to the number of basis points above or below the 91 day US Treasury Bill yield.
 - Woodhaven does not experience seasonal or cyclical spikes in deposits. Proposals that offer a tiered rate structure based upon average collected balances will not be considered. (ie- X% for the first \$1 million, Y% for the next \$1 million)
 - Preferably, Woodhaven desires to earn the same rate of interest for all accounts, except for the Client Beneficiary and Social Security benefit accounts, and "child" ZBA accounts. These accounts are to be excluded from interest calculations.
 - Bidders should also include information on best rates offered to Woodhaven on certificates of deposit from 6 to 24 months.
- List pricing for all proposed services and products included in the institution's bid utilizing the form included in Exhibit B. Bidders should note Woodhaven currently pays monthly service charges but has a strong bias toward realizing a net increase in interest income. Proposals offering an earnings credit rate in lieu of a highly competitive interest rate will be accepted and scored accordingly.

Bidders are strongly encouraged to provide clear, easy to follow pricing indicating whether a service or product is charged monthly, per instance, per file, per transaction, other interval, or if the institution is not charging a fee.

- THERE WILL BE NO CHARGES ACCEPTED BY WOODHAVEN
 OTHER THAN THOSE CLEARLY OUTLINED IN THE
 SUCCESSFUL RESPONDENT'S PROPOSAL without the
 express written consent, in advance, by Woodhaven:
- Prices quoted from the successful bidder shall remain in place for the duration of the contract period.

EXHIBIT B – REPORTING AND BUSINESS INTELLIGENCE

Provide a brief explanation and example of each statement and report recommended to Woodhaven via your online treasury management and corporate purchasing card platforms that will aid in creating greater efficiency in daily operational management tasks, monthly reconciliations, audit preparation, and user administration.

EXHIBIT C - ADDITIONAL / OPTIONAL PROPOSED SERVICES

Identify and detail any proposed additional services or products your institution believes would be of substantial value to Woodhaven's financial operations, or the organization as a whole. Be sure to denote any related pricing information within Exhibit B, clearly denoting costs as tied to optional services. Woodhaven does not currently offer a high deductible health plan, but may consider this option along with providing health savings accounts for our employees in the near future.

If your institution provides these accounts or partners with an firm who does, please include information related to your bank's platform, features, benefits, requirements, and any planned updates or upgrades within the next 24 months. State who administers your HSA platform and accounts, or if one or both are managed by the bank itself, and how errors and platform enhancements are managed.

EXHIBIT D - PROPOSED CONTRACT

- Your institution's proposed depository agreement with Woodhaven EXHIBIT E – ADDENDA
- Annual Report and Financial Strength One copy of the institution's most recent annual report and one copy of the institution's most recent quarterly call report
- 1.8 SELECTION CRITERIA. Submissions shall be scored by Woodhaven in the following manner, reflective of the organization's priorities and needs:
 - 1. Capacity and ability to service (35 pts): Bidders should clearly state their institution's capitalization utilizing current accepted ratios found in the organization's most recent Uniform Bank Performance Report; and, demonstrate their ability to service this contract based on similar relationships, staffing, and current product offerings that at a minimum, fulfil the contract's requirements. Future planned enhancements that fall within the timeframe of this contract, and other recommended, innovative services and/or products that would be of benefit to Woodhaven, both programmatically and financially should be discussed in detail.

Additionally, bidders shall include a comprehensive, easy-to-follow four-week implementation plan, as well as a brief description of the background, education, experience, role, and internal position for each member of Woodhaven's relationship management team. Bidders should take care to identify key lead staff for contact purposes, and the process by which an event or issue needs escalated to senior management for resolution.

2. **Pricing**: (45 pts): Based on Section 3.6.1's Exhibit A information, provide the interest rate(s) proposed to Woodhaven for deposited funds, rebate offered for purchasing card program, cost of required and optional services, and any implementation or other associated fees. Woodhaven is willing to pay reasonable banking fees for treasury management services provided; and, while Woodhaven reserves the right to make multiple awards under this solicitation if such is found to be in the best interest of Woodhaven, our intent and preference is to make one comprehensive award. In return for serving as Woodhaven's primary depositary and receiving service fee income (if proposed), we expect unparalleled customer service and highly reliable, best in class technological experiences for our staff,

clients, and their families, as well as a highly competitive rate of interest for funds on deposit.

Presentations and optional E-Auction: Bidders may be requested to provide a brief, inperson presentation for the selection committee. Afterword, should there still be multiple bidders scored closely together, at its discretion the review panel will provide a private link to an interactive online E-auction. During the live auction, bid pricing from each finalist will be visible in rank order, and each finalist will be able to adjust their pricing during the onehour auction. Should a bidder adjust their pricing within the final two minutes of the auction, the auction will be extended for an additional two minutes. The auction will close and a selection made once pricing offers are finalized and no additional extension is required.

3. **Employee, client, and organizational support** (20 *pts*): Provide information on what benefit offerings your institution would make available to employees and board members of Woodhaven for personal banking services during this contract, as well as families of individuals that place their trust in us to provide services to their loved ones. What kind of in-kind, financial, volunteer, or educational support would your institution be willing to provide Woodhaven for fundraising / development events or community partnership opportunities? If bidder is the incumbent, describe what support has been provided as described in this category over the last three years.

EXHIBIT A

Pricing for Treasury Management Services (Insert additional sheets as needed before Exhibit B. If cost for an included service is free, be sure to list and show price as \$0.00)

Service, Product, or Transaction Description	Qty. Type (Item, file, etc.) if needed	Monthly Qty.	Price per Unit	Monthly Cost*
Example- ACH credit / debit transactions	Per item	50	\$0.04	\$2.00
-				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
To undate the sheet's monthly cost amounts and total pri			Total	\$2.00

^{*}To update the sheet's monthly cost amounts and total, press CTL+A. Cells will highlight, then press F9.

EXHIBIT A

Pricing for Treasury Management Services (cont.)

Deposits

Fixed Rate proposed for Woodhaven Deposits: Detail the fixed rate offered to Woodhaven over the course of this contract, describing how the institution arrived at the rate proposed, and the estimated amount of interest to be earned annually by Woodhaven, using the average account balances provided in this request for proposal. State whether all accounts will receive the same interest rate; if not, list rate per account.

Optional Variable Rate proposal: If your institution desires to offer a variable rate proposal as a second or alternative pricing proposal to Woodhaven, it shall be calculated off of the United States' 91 Day Treasury Bill's coupon equivalent yield using a +/- basis points methodology. Indicate clearly how many basis points above or below the coupon equivalent the proposed variable rate is, what the rate would be at the time of submission, how often the rate may adjust, and any floor you are proposing. State whether all accounts will receive the same interest rate; if not, list rate per account. Lastly, provide a historical example showing how Woodhaven's rate would have changed over the previous 36 months.

Purchasing Card

Rebate on card purchases: Detail the rebate proposed to Woodhaven for use of your institution's purchasing card solution. Include any annual fees or costs associated with using the platform and associated cards, optional / complimentary add-on services; and, include an explanation of how the proposed rebate is calculated, as well as an dollar estimate of the rebate Woodhaven may realize during the contract period each year.

Line of Credit

Costs: Detail the cost of the requested \$2 million revolving line of credit discussed in Section 3.3.1, as well as processes and procedures required to access and/or renew the line of credit periodically.

EXHIBIT B

Reporting and Business Intelligence

Provide a brief explanation as well as a clear and legible example of each statement and key report recommended to Woodhaven via your online treasury management and corporate purchasing card platforms that will aid in creating greater efficiency in daily operational management tasks, monthly reconciliations, audit preparation, and user administration.

EXHIBIT C Additional / Optional Proposed Services

EXHIBIT D Proposed Contract

EXHIBIT E Required Addenda