REQUEST FOR PROPOSAL

For Selection of a Vendor to Provide

Bank Depository Services

RFP No. 2019-FS002
(Sealed Bids)

Prepared by:
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KEY DATES SCHEDULE

PROJECT NAME: Bank Depository Services

SCOPE OF WORK: Bank Depository; no subcontracted personnel allowed; minimum of ten (10) years college or university or comparable bank depository experience required.

ISSUANCE OF RFP: July 12, 2019

OPEN FOR BIDS: July 29, 2019

DEADLINE FOR QUESTIONS: August 9, 2019 10:00 a.m. CST

BID SUBMISSION DEADLINE: August 16, 2019 2:00 p.m. CST

DELIVERY LOCATION: Kilgore College Procurement Mgr Attn: Betsy Hansard 108 Choice St Kilgore, Texas 75766

BOARD OF TRUSTEES AWARD: A final determination will be made at a future board meeting. Kilgore College reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.

TERM OF SERVICE/PROJECT: Five (5) year term with five (5) one-year renewals at KC’s option.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO BETSY HANSARD bhansard@kilgore.edu. NO PHONE CALLS WILL BE ACCEPTED.
REQUEST FOR PROPOSAL

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INTRODUCTION

1.1 Description of Kilgore College

Kilgore College (“KC”) is located in Kilgore, Texas. Kilgore College is an accredited public two-year community college that has met the academic and workforce needs of East Texas since 1935 by providing a learner-centered environment that focuses on student access, success and completion via collaborative partnerships.

Kilgore College’s web page is located at

https://www.kilgore.edu/about/offices/procurement-services

1.2 Objective of this Request for Proposal

Kilgore College desires to secure bank depository services for the college. These specifications will allow the College to select the vendor who can provide such a program. The College reserves the right to accept or reject any or all proposals, waive any formalities in the proposal process, and to award the proposal that best serves the interest of the College. The awarded contract would begin January 1, 2020 with a gradual transition of accounts.

Kilgore College (“KC”) is soliciting proposals in response to this Request for Proposal, RFP No. 2019-FS002 (this “RFP”), from qualified vendors to provide certain bank depository services (the “Services”). The Services are more specifically described in Section 5.4, Scope of Work Requirements.

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.
1.3 Public Information

Proposer is hereby notified that KC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

KC may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, KC will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

1.4 Contract and Service Agreement

Contractor, if any, will be required to enter into a contract with KC to include the following.

**Time for Commencement and Completion.**

The term of this Agreement will be a total of ten (10) years; a five (5) year initial term, plus five (5) one-year optional renewals.

**Indemnification.**

To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by KC, and hold harmless KC, and their respective affiliated enterprises, Board of Trustees, officers, directors, attorneys, employees, representatives and agents (collectively “Indeemnitees”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees and costs incurred in investigating, defending or settling any of the foregoing (collectively “Claims”) by any person or entity, arising out of, caused by, or resulting from Contractor’s performance under or breach of this Agreement and that are caused in whole or in part by any malpractice, negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

**Insurance.**

Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as KC may require:

- Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:  
- Employers Liability - Each Accident $1,000,000  
- Employers Liability - Each Employee $1,000,000
Employers Liability - Policy Limit $1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of KC;

Commercial General Liability Insurance with limits of not less than:
- Each Occurrence Limit $1,000,000
- Damage to Rented Premises $100,000
- Medical Expenses (any one person) $10,000
- Personal & Advertising Injury $1,000,000
- General Aggregate $2,000,000
- Products - Completed Operations Aggregate $2,000,000

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage. Contractor's Risk Management will issue a letter naming KC as an insured for liability purposes.

Professional Liability Insurance with limits of not less than $1,000,000 per claim to include Violations of Privacy.

Contractor will deliver to KC:

Evidence satisfactory to KC in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to KC in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name KC as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of KC. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to KC.

Contractor will be responsible for providing to KC immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Contractor to the KC within two business days or by endorsement of the policy to require notice to the KC to be provided by the insurer.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance; will be kept in force until receipt of Final Payment by KC to Contractor; and

Workers' Compensation Insurance and Employer's Liability Insurance will
be kept in force until the Work has been fully performed and accepted by KC in writing.

**Miscellaneous**

**Assignment and Subcontracting** - This Agreement is a personal service contract for the services of Contractor. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on KC; and (b) be a breach of this Agreement. The benefits and burdens of this Agreement are assignable by KC.

Franchise Tax Certification - If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

**Taxes** - Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

**Equal Opportunity** - Pursuant to Applicable Laws, Contractor represents and warrants that it is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

**Compliance with Law** - Contractor is aware of, fully informed about and in full compliance with its obligations under all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction ("Applicable Laws"), including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), Civil Rights Act of 1991, Occupational Safety and Health Act of 1970, as amended (PL 91-596), Immigration and Nationality Act (8 United States Code 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to KC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

**Changes to the Agreement; Modifications** - This agreement and each of its provisions will be binding upon the parties and may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or
Loss of Funding - Performance by KC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and allocation of funds by KC. If the Legislature fails to appropriate or allot the necessary funds, or KC fails to allocate the necessary funds, then KC will issue written notice to Contractor and KC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of KC.

Entire Agreement - This Agreement supersedes all prior agreements, written or oral, between Contractor and KC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement.

Force Majeure - The performance of either party’s obligations will be suspended to the extent and for the length of time that the party is prevented from performing due to acts of nature, fires, governmental actions, changes in the Service requirements which directly contribute to a delay, or other events beyond its reasonable control. In the event of any occurrence that a party considers to be the cause of a delay or failure of performance, the party affected shall promptly notify the other party.

Captions - The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

Venue; Governing Law - Gregg County, Kilgore Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Waivers - No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

Confidentiality and Safeguarding of KC Records; Press Releases; Public Information - Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of KC, or (3) have access to, records or record systems (collectively, “KC Records”). Among other things, KC Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act (“ITEPA”), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”). If KC Records are subject to FERPA, (1) KC designates Contractor as a KC official with a legitimate educational interest in KC Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from KC Records will result in Contractor’s exclusion from eligibility to contract with KC for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold KC Records in strict confidence and will not use or disclose KC Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by KC in writing; (2) safeguard KC Records according to reasonable
administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that KC Records are safeguarded and the confidentiality of KC Records is maintained in accordance with all Applicable Laws, including FERPA, ITEPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with KC’s rules, policies, and procedures regarding access to and use of KC’s computer systems. At the request of KC, Contractor agrees to provide KC with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of KC Records.

Notice of Impermissible Use - If an impermissible use or disclosure of any KC Records occurs, Contractor will provide written notice to KC within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide KC with all information requested by KC regarding the impermissible use or disclosure.

Return of KC Records - Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all KC Records created or received from or on behalf of KC will be (1) returned to KC, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any KC Records, Contractor will provide KC with written notice of Contractor’s intent to destroy KC Records. Within five (5) days after destruction, Contractor will confirm to KC in writing the destruction of KC Records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

Disclosure - If Contractor discloses any KC Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

Press Releases - Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of KC in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of KC.

Public Information - KC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

Termination - In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if KC reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, KC may immediately terminate this Agreement without notice or opportunity to cure. Contractor agrees that its violation of these confidentiality provisions entitles KC to injunctive relief without the necessity of posting a bond, in order to prevent or remedy the breach.

Duration - The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
FERPA Compliance – Contractor agrees, to the extent applicable, to comply with all laws regarding the confidentiality of the students’ educational records, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and to comply with all applicable laws in safeguarding any non-public, sensitive, and/or confidential information of the College’s faculty and students which is in its control.

Binding Effect - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Records - Contractor agrees that KC, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to KC any overpayments disclosed by any audits.

Breached of Contract Claims

To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time (“Chapter 2260”), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by KC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in Subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by Subchapter B of Chapter 2260, to KC in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of Subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that KC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with Subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under Subchapter C of Chapter 2260. The Director of Purchasing and Contracts of KC, or the other officer of KC as may be designated from time to time by KC by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

If the parties are unable to resolve their disputes under Section 8, the contested case process provided in Subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor’s claims for breach of this Agreement by KC.

Compliance with the contested case process provided in Subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by KC nor any other conduct, action or inaction of any representative of KC relating to this Agreement constitutes or is intended to constitute a waiver of KC's or the state's sovereign immunity to suit and (ii) KC has not waived its right to seek redress in the courts.
The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

KC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

**Limitations** - THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF KC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON KC’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; ON; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON KC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**Access to Documents** - To the extent applicable to this Agreement, in accordance with Section 1861(v)(i)(I) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

**Notice of Participation** - Other local, governmental and private entities within the State of Texas who wish to participate under similar terms and conditions contained in this document may do so. KC may redact pricing and other sensitive information and shall inform Contractor in advance of another entity's desire to participate using this document. Each entity wishing to participate must sign an addendum to this contract stating payment terms, conditions and varying terms specific to that entity. If such participation is desired by an eligible entity, all purchase orders will be produced by that entity and all goods and/or services will be provided directly to that entity.

1.5 **Clarifications and Interpretations**

KC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only KC’s responses that are made by formal written Addenda will be binding on KC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by KC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE). The Addenda Checklist must accompany the Proposer’s proposal. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at [https://www.kilgore.edu/about/offices/procurement-services](https://www.kilgore.edu/about/offices/procurement-services)
1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in Section 2.3 of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by KC.

KC will select Contractor by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date will be rejected by KC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, KC may invite one or more selected Proposers to participate in oral presentations. KC will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

KC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, KC may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, KC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At KC's sole option and discretion, KC may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, KC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, KC will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, KC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of KC.

After submission of a proposal but before final selection of Contractor is made, KC may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. KC will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. KC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to KC overall, as determined by KC.

KC reserves the right to negotiate any commissions and/or fees with any insurance intermediary or authorized representative with the winning proposal.

KC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of KC. Proposer is hereby notified that KC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by KC.

1.7 KC's Reservation of Rights/Unbalanced Proposal

KC may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. KC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Qualifications, or to reject any and all Proposals
and temporarily or permanently abandon the Project. KC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by KC.

If the best proposer’s Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The College reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 Proposer’s Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. Section 1.6 of this Section), [b] the Criteria for Selection (ref. Section 2.3 of this RFP), [c] the Specifications and Additional Questions (ref. Section 5 of this RFP), [d] and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by KC during this RFP process.

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and KC has made no representation written or oral that one or more agreements with KC will be awarded under this RFP; (2) KC issues this RFP predicated on KC's anticipated requirements for the Services, and KC has made no representation, written or oral, that any particular scope of services will actually be required by KC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

1.10 Eligible Respondents

Only individual firms or lawfully-formed business organizations may apply. (This does not preclude a respondent from using consultants.) KC will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.11 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is “necessary and essential for the performance of the contract” and “completely consumed at the job site.” In addition, the section permits the purchase tax free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if “the contract expressly requires the specific service to be provided or purchased by the person performing the contract” or “the service is integral to the performance of the contract.”

1.12 Certification of Franchise Tax Status
Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

1.13 Proposal Validity Period

Each proposal must state that it will remain valid for KC’s acceptance for a minimum of ninety (90) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.14 Equal Opportunity Employer

KC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. KC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. KC will be unable to execute and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.16 Bid Protest Procedure

A vendor who has timely responded to an Invitation to Bid, Request for Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over $50,000 in the aggregate. A protest must be made in writing and submitted to the Procurement Manager, no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:
(a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated;
(b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in “a” of this subsection;
(c) A precise statement of the relevant facts;
(d) An identification of the issue or issues to be resolved;
(e) Arguments and authorities in support of the protest; and
(f) An affidavit that the contents of the protest are true and accurate.
No amendments to the protest will be considered by the College.

The Procurement Manager, legal counsel for the College, and/or a committee headed by and appointed by the Chief Financial Officer, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of the receipt of the protest, unless the Procurement Manager, notifies protestor that additional time is needed. The decision shall be final.

1.17 Felony Conviction Notification

Bidders are hereby notified that in accordance with Section 44.034 of the Texas Education Code, a person or business entity that enters into a contract with Kilgore College must give notice to College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Furthermore, the College may terminate a contract with a person or business entity if the College determines that the person or business entity failed to give this notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly-held corporation.

1.18 Israel

In accordance with the Texas Government Code, Bidder represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Bidder is not identified by the Texas Comptroller as boycotting Israel. “Boycott” as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

1.19 Debarment

Bidder confirms that neither Bidder nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (“U.S.”) federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (http://www.epls.gov/) issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Bidder further certifies that it is not identified on the Texas Comptroller’s list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization.

Bidder will provide immediate written notification to KC if at any time prior to award Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when KC executes an Agreement, if any. If it is later determined that Bidder knowingly rendered an erroneous
certification, in addition to the other remedies available to KC, KC may terminate the Agreement, if awarded, for default by Bidder.

SECTION 2
NOTICE TO PROPOSER

2.1 Submittal Deadline

KC will accept proposals submitted in response to this RFP until 2:00 p.m., Central Standard Time on August 16, 2019, in the Purchasing Offices (the “Submittal Deadline”).

2.2 KC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following KC contact (“KC Contact”) by email:

Kilgore College
Attn: Betsy Hansard
Procurement Services
Manager
bhansard@kilgore.edu

KC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to KC Contact. KC Contact must receive all questions or concerns no later August 9, 2019 at 10:00 A.M. KC will have a reasonable amount of time to respond to questions than or concerns. It is KC’s intent to respond to all appropriate questions and concerns; however, KC reserves the right to decline to respond to any question or concern. It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at https://www.kilgore.edu/about/offices/procurement-services.

2.3 Criteria for Selection

The successful Proposer, if any, selected by KC in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to KC. The successful Proposer is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to KC in terms of (1) bank depository services, (2) total overall cost to KC, and (3) experience and ability to provide bank depository services. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to KC in a contract for the Services.

An evaluation team from KC will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its
2.3.1 The criteria to be considered by KC in evaluating proposals and selecting Contractor (Section 3, Appendix One) will be those factors listed below.

Scoring Criteria:
2.3.1.1 The cost of banking depository services ................. (25%)
2.3.1.2 The ability to provide required services as defined in the Scope of Work ...................................................... (20%)
2.3.1.3 The Proposer’s experience in providing services ........ (15%)
2.3.1.4 The Proposer’s financial strength and stability ............ (20%)
2.3.1.5 The interest rates offered on accounts ....................... (20%)

SECTION 3
SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of two (2) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

3.2 Submission

Proposals must be received by KC on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

Common Carrier: Kilgore College
Attn: Betsy Hansard
Procurement Manager
108 Choice St.
Kilgore, TX 75662
903-983-8105
bhansard@kilgore.edu

Physical Address:
Kilgore College
Attn: Betsy Hansard
ACT/Whitten Building
1306 S. Henderson
Suite 110
Kilgore, TX 75662
903-983-8105
bhansard@kilgore.edu

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. APPENDIX ONE) and the Specifications and Additional Questions (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
3.3.1.1. Specifications and Additional Questions (ref. Section 5 of this RFP);

3.3.1.2. General Terms and Conditions (ref. Section 4 of this RFP);

3.3.1.3. Proposal Requirements (ref. APPENDIX ONE);

3.3.1.4. Notice to Proposers (ref. Section 2 of this RFP).

3.4 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then KC may reject the proposal:

3.4.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE)

3.4.2 Signed and Completed Pricing Proposal (ref. Section 6 of this RFP)

3.4.3 Responses to Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE)

3.4.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE). It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at https://www.kilgore.edu/about/offices/procurement-services.

3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions (ref. Section 5 of this RFP)

3.4.6 Signed and Completed Felony Conviction Notification Form (ref. Section 5 of APPENDIX ONE)

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions listed in Contract and Service Agreement (ref. Section 1.4) or, in the sole discretion of KC, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract or agreement that results from this RFP

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth
below. As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor.”

5.2 Minimum Qualifications of Proposer

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

5.2.1 Proposer must accept Gregg County, Texas, as the venue of law.
5.2.2 Be a bank depository services firm engaged in the business of bank depository services for a minimum of ten (10) years.
5.2.3 Be a bank depository services firm not in the past or presently in bankruptcy.
5.2.4 Be a bank depository services firm with the ability to provide sufficient collateral for deposits.
5.2.5 Be a bank depository services firm with electronic banking capabilities.

5.3 Pricing Proposal – Ref. Section 6

5.4 Scope of Work Requirements:

This Statement of Work is intended to outline the services, materials and special items required to perform the bank depository services for KC.

Kilgore College follows a fiscal year of September 1 through August 31; all invoices for goods and/or services shall be billed according to KC’s fiscal year.

The contract awardee must be a full-service bank capable of providing the services noted below. The College is seeking a bank within close physical proximity to the main College campus with the ability to provide depository services. The bank must be responsive to the needs of the College, both in time required to complete transactions and in the scope of services offered. If the contract is split and awarded to more than one full-service bank, the banks would require a local depository for cash transactions and cashing petty cash checks. The contract awardee shall be financially stable, have access to the federal wire system and be compliant with Payment Card Industry Data Security Standards (PCI-DSS) and Payment Application Data Security Standards (PA-DSS) and all other industry mandated requirements to ensure the protection of client, customer, and personally identifiable information.

5.5 Required Banking Services

5.5.1 Account Structure

The College is interested in assuring that all funds are earning the best available interest rates at all times. The College currently does not sweep account balances, but will consider use of money market accounts or an automated, daily sweep to a money market mutual fund (or bank alternative if applicable and competitive) in order to reach its full investment goal.

5.5.2 Automated Reporting

The College requires automated cash management information on a cost effective and efficient basis. The College requires timely access to transactions and daily balance reporting to balance internal information and transaction detail. Minimum automated
services shall include:

- prior day summary and detail balance reporting on all accounts, to include:
  - detail on all transactions
  - summary account reporting with prior day closing ledger and collected balances
  - one-day float information
- intra-day detail and summary balances
- initiation and monitoring of stop pays
- positive pay reporting and exception transactions
- initiation and monitoring of internal and wire transfers.

5.5.3 Standard Deposit Services

Standard commercial deposit services are required. Deposits may consist of coin and currency. Coins may or may not be rolled. The College requires same bank day credit on all cash (coin and currency) deposits and on-us checks. All cleared deposits received by the bank’s established deadline and in accordance with the published availability schedule must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wire transfers, U.S. Treasury checks, ACH transactions, on-us items, and U.S. government security maturities and coupon payments.

The College currently makes its own deposits. Deposits are batched with tapes attached. No checks are encoded. The College may be interested in the use of remote deposit if it proves cost effective.

The College currently accepts debit and credit cards over the internet, at the POS (counter) and by telephone.

5.5.3.1 NSF Checks Received by College

Under the contract, NSF checks paid to the District are automatically re-deposited twice for collection. Complete information must be provided on all NSF returned items including name and reason for return.

5.5.3.2 Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all College checks without charge upon presentation.

Payroll is paid semi-monthly and averages $900,000 per month. The College utilizes direct deposit for payroll for approximately 99% of employees. The College also intends to move toward employee reimbursements by ACH and potentially select vendors by ACH, as well.

5.5.3.3 Funds Transfer and Wire Services

The College currently has an average of 20 outgoing wires payments each month. There is also an average of 15-20 online, repetitive internal book transfers monthly.

Incoming wire transfers must receive immediate same day collected credit. Wire initiation should be available online. The College requires that wires be released the same business day if information is provided by the established deadline.

5.5.3.4 Optical Imaging
The College would like to view check images online and be able to receive checks on CD, if requested.

5.5.3.5 ACH Services

The College expects to continue moving toward more ACH transactions for vendor transactions. ACH is currently only used for payrolls, periodic transfers, employee reimbursements, and some vendor payments. Approximately 50 debit/credit ACH transactions are originated monthly. Direct deposit averages 1,400 transactions per month.

5.5.3.6 Safekeeping Services

The bank may be required to provide book-entry safekeeping services for securities owned by the College. All College investments will be made by the College, or its investment adviser, and instructions for clearing and safekeeping will be transmitted on a trade ticket to the bank in writing.

Custody must be in the bank and not a brokerage subsidiary of the bank. All securities must be cleared on a delivery versus payment basis and ownership documented by original clearing confirmations and safekeeping receipts provided within one business day of the transaction. Funds for investments will be drawn from a designated College DDA account. All P&I payments, coupon payments, and maturities must receive automated same day collected credit on the College designated account without requiring any additional College action.

If the bank is not a member of the Federal Reserve and utilizes a correspondent bank for safekeeping of College securities, the transactions will be handled through the depository bank's systems and shall not require additional interaction by the College with the correspondent bank. No delay in transactions, wires, or flow of funds will be acceptable under a correspondent relationship.

The College anticipates few securities in safekeeping at any one time all from third party transactions.

5.5.3.7 Collateral Requirements

Bidder shall furnish to Kilgore College a surety bond in the amount and conditioned as provided in Section 51.003, or in lieu thereof, shall pledge approved securities in an amount sufficient as provided in this subchapter, delivering to the College either the securities pledged or safekeeping receipts for them, properly marked to show the pledge. Bidder and/or 3rd party safekeeping shall provide College with monthly reports that detail pledged securities as belonging to the bank and pledged for College, book and market values, and maturity dates. College reserves the right to approve or reject the securities so pledged. Bidder shall have the right and privilege of substituting approved securities upon obtaining the approval of College, provided the total amount of approved securities deposited is adequate as herein provided.

Authorized collateral, as defined below, must be pledged against the total time and demand deposits net of FDIC insurance with a 110% margin on the collateral maintained daily by the bank. All the requirements, including those beyond the Public Funds Collateral Act, as stated in the College’s Investment Policy and below, must be met by the bank.

The proposal must state agreement to the following terms and conditions:
• All collateral pledged to the College must be held in an independent, third party bank outside the bank’s holding company and comply with the Public Funds Collateral Act.
• A tri-party safekeeping agreement shall be executed between the College, the depository, and the safekeeping bank for custody of pledged securities in full compliance with the Public Funds Investment Act.
• All time and demand deposits above FDIC coverage shall be collateralized at a minimum of 102% of principal plus accrued interest daily.
• The bank shall be contractually liable for the continuous monitoring and maintaining of collateral at the College’s required margin levels.
• Pledged collateral shall be evidenced by original safekeeping receipts/report sent directly to the College by the custodian within one business day of receipt.
• The College shall receive a monthly report of collateral pledged including description, par, market value and cusip.
• Substitution rights shall be granted if the bank obtains the District’s prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
• Authorized collateral includes only:
  ▪ Obligations of the US or its agencies and instrumentalities
  ▪ Marketable securities eligible as per the Public Funds Collateral Act
  ▪ Letter of credit issued by the US or its agencies and instrumentalities

5.5.3.8 Account Analysis

If applicable, monthly account analysis reports must be provided for each account and on a consolidated account basis. Within five business days of receipt of the monthly account analysis (and subsequent approval of the fees by College) the bank may direct debit the designated account for fees due if compensation is being calculated on a fee basis.

5.5.3.9 Monthly Statements

The bank must provide monthly account statements on all accounts with complete supporting documentation. All accounts must be on a calendar monthly cycle and statements received on a timely basis. Timeliness of statements is critical and non-performance will be grounds for termination of contract. On-line statements are acceptable.

At a minimum, the following information will be required on monthly statements:

• Detail on all debit and credit transactions by account,
• Detail on all cleared checks,
• Full wire and ACH trailer information,
• Detail on all deposits,
• All balances, and
• Copies of all transactions performed by bank personnel.

5.5.3.10 Account Executive

To insure smooth contract implementation and continuation of services, a specific account executive and a back-up must be assigned to the College account to coordinate services and expedite the solution of any problem encountered. The account executive should be available to meet with College staff on banking matters as needed.

5.5.3.11 Overdrafts
Every effort will be made to eliminate intra-day and inter-day overdrafts. However, because this situation may arise, state the bank’s policy regarding account and total account overdraft policy and detail rates and fees, if any, to be charged on a per event or per account basis.

5.5.3.12 Stop Payments

The College has an average of 10 stop pays each month. An automated process is required.

5.5.3.13 Company Banking

The College may be interested in giving its employees the opportunity for enhanced banking services.

5.5.3.14 Investment Policy Certification

As a provider of financial services, the depository will be required to agree to review the College’s Investment Policy and certify that reasonable procedures have been established to assure that the conditions set in the Policy are met. This certification will only be required upon the award of the proposal.

The bidder will aid and assist the College in any permitted investment without a charge.

The College reserves the right to invest any or all of its funds as permitted by Sections 51.003 and 51.0031 Subchapter A, Chapter 51, Title 3 of the Texas Education Code, the Public Funds Investment Act and the College Investment Policy.

5.6 OPTIONAL SERVICES

The District continues to investigate new services for inclusion under its banking services contract. The services in this Section are not currently required, but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for potential current or future use under the College banking contract.

The determination of optional services used will be on an institution by institution basis. The availability, level and cost of the service will be a secondary consideration in the evaluation of the primary proposal since the services are not required.

The College reserves the right to accept optional services offered. If an optional service is initiated later in the contract period, the services and charges stipulated in the bank’s proposal in response to this RFP will be applied.

If the bank currently does not offer the service identified, but is planning to make it available during the contract period, the bank should so stipulate in its proposal and should state the anticipated date of activation.

5.6.1 Merchant Services

The District currently accepts Visa/MasterCard/Discover/AMEX and debit card payments approximating $13,000,000 in collections a year with an average ticket size of $425. There are 2 locations with 5 terminals. The service should include daily capture, transmission and authorization of payments at point-of-sale and/or on the web. Reporting would be required by location. The College can and does comply with PCI Standards. Administration of merchant services may be bid and/or contracted separately.
5.6.2 Student Campus Card Program

The College currently uses a third-party to electronically disburse refunds to students. The purpose of this refund solution is to provide each student timely, convenient access to their funds.

5.7 Armored Truck Services

The College would like option of bank provided armor car to collect deposits daily. If a local branch is not available, an armored truck service will be required for daily deposits.
SECTION 6
PRICING PROPOSAL

Proposal of: (Proposer Company Name)

To: Kilgore College

Ref.: Bank Depository Services

RFP No.: 2019-FS002

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the requested bank depository services pursuant to the above-referenced Request for Proposal upon the terms contained in the RFP responses.

6.1 Pricing Proposal for Services Offered

6.1.1 KC reserves the right to place orders with more than one service contractor.

6.1.2 (Reference answers provided in Section 3, Appendix One).

6.2 Start-up Schedule

6.3 Added Value

Describe any proposed benefits to KC from Proposer, not otherwise set forth herein, which would be an added value to KC. Examples of these benefits might include sponsorship of events, scholarships, and the like. Such benefits are wholly voluntary and are not a requirement of this RFP but may be considered by KC in determining the best value for the college.

6.4 KC’s Payment Terms

KC’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to KC:

Prompt Payment Discount: _____ % _____ days/net 30 days
Respectfully submitted,

Proposer: ________________________

By: ________________________ (Authorized Signature for Proposer)

Name: ________________________

Title: ________________________

Date: ________________________
APPENDIX ONE

PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION
SECTION 2: EXECUTION OF OFFER
SECTION 3: PROPOSER’S GENERAL QUESTIONNAIRE
SECTION 4: ADDENDA CHECKLIST
SECTION 5: FELONY CONVICTION NOTIFICATION FORM
1.1 Purpose

KC is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by KC.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

1.2 Proposal Requirements and General Instructions

1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.2.2 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.

1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.

1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.

1.2.5 Proposals and any other information submitted by Proposer in response to this RFP will become the property of KC.

1.2.6 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by KC, at KC’s sole discretion.

1.2.7 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.2.8 KC makes no warranty or guarantee that an award will be made as a result of this RFP. KC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP deemed to be in KC’s best interest. KC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to KC, at
KC’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.2.9 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by KC, in KC’s sole discretion.

1.3 Preparation and Submittal Instructions

1.3.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. Section 5 of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Section 2 of APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by KC, in its sole discretion.

1.3.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Proposal (ref. Section 6 of this RFP), as part of its proposal. In the Pricing Proposal, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

KC will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing Proposal.

In the Pricing Proposal, Proposer should describe each significant phase in the process of providing the Services to KC, and the time period within which Proposer proposes to be able to complete each such phase.

1.3.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE) as part of its proposal. Any proposal received without a completed and signed
Addenda Checklist may be rejected by KC, in its sole discretion. It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at https://www.kilgore.edu/about/offices/procurement-services.

1.3.6 Felony Conviction Notification Form

Proposer must complete, sign and return the attached Felony Conviction Notification Form (ref. Section 5 of APPENDIX ONE) as part of its proposal. The Felony Conviction Notification Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Felony Conviction Notification Form may be rejected by KC in its sole discretion.

1.3.7 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Upon Proposer’s request and at Proposer’s expense, KC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. KC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

KC will not accept proposals submitted by telephone, proposals submitted by Facsimile (“FAX”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to KC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without KC’s consent, which will be based on Proposer’s submittal of a written explanation and documentation evidencing a reason acceptable to KC, in KC’s sole discretion.

By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on KC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer’s good faith intent to enter into an agreement with KC as specified herein and that such intent is not contingent upon KC’s acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

1.3.8 Page Size, Binders, and Dividers

Proposals must be submitted on letter-size (8-1/2” x 11”) paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.
1.3.9 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.3.10 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT’S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT KILGORE COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT KILGORE COLLEGE’S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent offers and agrees to furnish to KC the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal.

3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

5. By signature hereon, Respondent represents and warrants that:
   a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
   b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
   c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
   d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
   e. Respondent, if selected by KC, will maintain insurance as required by the Contract;
f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that KC will rely on such statements, information and representations in selecting the Successful Respondent. If selected by KC as the Successful Respondent, Respondent will notify KC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent’s proposal.

7. By signature hereon, Respondent certifies as follows:

   “Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.”

8. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and KC.

9. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

10. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

11. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

12. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless KC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys’ fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent’s proposal.

13. By signature hereon, Respondent agrees to abide by and fully comply with KC’s smoking policy. Respondent understands that KC has a smoke-free campus and this applies to the project at issue and Respondent agrees that all persons working under or for Respondent will abide by this policy in all respects.

14. By signature hereon, Respondent agrees that KC’s bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same. Please complete the following:

15. By signature hereon, in accordance with the Texas Government Code, Respondent represents and verifies that it does not, and will not during the term of the contract, if awarded,
boycott Israel and that Respondent is not identified by the Texas Comptroller as boycotting
Israel. “Boycott” as used herein means refusing to deal with, terminating business activities
with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or
limit commercial relations specifically with Israel, or with a person or entity doing business in
Israel or in an Israeli-controlled territory, but does not include an action made for ordinary
business purposes.

16. By signature hereon, Respondent confirms that neither Respondent nor its Principals are
suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded
from the award of contracts from United States ("U.S.") federal government Procurement or
Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal
Procurement or Nonprocurement Programs (http://www.epls.gov/) issued by the U.S. General
Services Administration. “Principals” means officers, directors, owners, partners, and
persons having primary management or supervisory responsibilities within a business entity
(e.g. general manager, plant manager, head of a subsidiary, division or business segment,
and similar positions). Respondent further certifies that it is not identified on the Texas
Comptroller’s list of scrutinized companies doing business with Sudan or Iran or a list of
companies known to have contracts with or to provide services or supplies to a foreign terrorist
organization. Respondent will provide immediate written notification to KC if at any time prior to
award Respondent learns that this certification was erroneous when submitted or has become
erroneous by reason of changed circumstances. This certification is a material representation
of fact upon which reliance will be placed when KC executes the Agreement, if any. If it is later
determined that Respondent knowingly rendered an erroneous certification, in addition to the
other remedies available to KC, KC may terminate the Agreement, if any, for default by
Respondent.

Respondent’s EIN No: ________________________________

If Sole Owner:

Respondent’s SS No: ________________________________

If a Corporation:

Respondent’s State of Incorporation: ____________________________

Respondent’s Charter No: ____________________________

Please identify each person who owns at least 25% of Respondent’s business entity by name
and social security number:

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<th>Name</th>
<th>Social Security Number</th>
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Submitted and Certified By:

(Respondent’s Name) ____________________________ (Authorized Signature) ____________________________

(Date) ____________________________ (Printed Name/Title) ____________________________

(Telephone Number) & (Fax Number) ____________________________

(Street Address) ____________________________ (City, State, Zip Code) ____________________________
APPENDIX ONE
SECTION 3

PROPOSER’S GENERAL QUESTIONNAIRE

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

### 3.1 Proposer Profile

3.1.1 Legal name of Proposer Company:

________________________________________________________________________

Address of principal place of business:

________________________________________________________________________

________________________________________________________________________

Address of office that would be providing service under the Agreement:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Number of years in Business: ________________

State of incorporation: ________________

Number of Employees: ________________

Annual Revenues Volume: ________________

Name of Parent Corporation, if any

**NOTE:** If Proposer is a subsidiary, KC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.
3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years if requested by KC.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with KC (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by KC’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of KC? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the Texas Public Information Act, Chapter 552, Government Code, and other applicable law.

3.1.10 Proposer will fully disclose any and all commissions and/or fees which would be payable, directly or indirectly, to any and all insurance intermediaries involved in the placement of the coverage(s) that is the subject of this RFP.

3.2 Approach to Project Services

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to KC from doing business with Proposer. Proposer will briefly describe its approach
for the required services identified in Section 5.4 and APPENDIX TWO Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

3.2.2.1 Each Proposer, other than the incumbent, will submit a transition plan which will cover the following:

3.2.2.2 Timeline for each major task that must be completed in order to effect a smooth and effective transition;

3.2.2.3 For each task in 3.2.3.1 above, show the name of the individual responsible for its completion (must have a dedicated representative); and

3.3 General Requirements

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under an agreement with KC, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under an agreement with KC and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from KC.

3.4 Service Support

Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Miscellaneous

3.5.1 Proposer will provide a list and details of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to KC. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.5.2 Proposer must state if Proposer takes exception to any terms or conditions as set forth in the Proposed Agreement (ref. Appendix Two). Proposer must submit a list of the exceptions.

3.5.3 Proposer will state whether or not Proposer will be able to provide, if requested, a minimum of two (2) ATM machines on campus: one (1) on the Kilgore campus and one (1) on the Longview campus

3.6 Required Banking Services
3.6.1 Account Structure

The bank shall clearly stipulate and describe the bank’s most cost effective account structure.

a. Fully describe the proposed structure with or without a sweep focusing on the bank’s most cost effective structure.
b. If a sweep is included, describe how the sweep structure operates including when the sweep occurs, how often, and how sweep is activity is reported.
c. Give the average rate on interested bearing accounts for the last twelve months.
d. Give the rate on money market accounts for the last twelve months.
e. Give the bank’s average earnings credit rate for the last twelve months.

3.6.2 Automated Reporting

a. Fully describe the bank’s on-line service capabilities and whether service is to be a direct link or web-based. List the system capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.)
b. What is the bank’s back-up process to provide balance reporting and transactions in case of system non-availability?
c. When is the daily balance information available?
d. Submit samples of major screens available or provide a website link (and sign-on information if required) for an on-line review of system, if available.
e. How is security structured? How are individual security sign-ons assigned and who (client or bank) maintains the security module? How many levels of security available?
f. How many hours has the system been down in the last six months?
g. Is the system a proprietary system or provided by a third-party? If third-party how are problems resolved in a timely manner?

3.6.3 Standard Deposit Services

a. What is the bank’s daily cut-off time to assure same day ledger credit? Will this vary by location and deposit methodology?
b. Describe how and when credit/debit advices are sent to the District? Is this in electronic or paper form?
c. What type of deposit bags are required? Are these available from the bank?
d. Are dual verification security measures always used on receipt of deposits?
e. State the bank’s availability policy if it differs from the published
availability schedule.
f. Does the bank offer expedited availability? If so, describe.
g. If provisional credit is given on vault or teller deposits before verification, when does verification occur?
h. Include a list of all the banks deposit locations.

3.6.4 Remote Deposit

a. What are the bank’s current capabilities in remote check deposit? Describe any limitations (check type, amount, etc.)
b. How and when is the College credited? What is the cut-off time for remote deposits?
c. Is a batch and daily balancing report produced? Provide samples.
d. If a check is declined, how is notification made and to whom?
e. If a check is accepted and subsequently returned by the bank, what obligations does the College have? How will collection be made?
f. Are there any batch, or daily, limitations on the number of checks?
g. What scanner equipment is required to operate the system? Is this equipment provided by the bank? If not, what is the cost and what are the lease and/or purchase options?
h. Are there specific remote deposit reports or it is deposit reported simply as daily detail through balance reporting? Are the transactions reported on-line? When? Provide a sample of any specific report.

3.6.5 NSF Checks Received by College

a. Describe the bank’s current NSF process. Are checks automatically re-deposited? When? How many times?
b. How and when is the College notified of return items? Is notification made electronically or by paper?
c. Is the bank capable of processing the second presentment as an ACH with a targeted presentment date? Describe.
d. Is the bank currently using ACH for collection of NSF checks? How long has the bank been providing this service?
e. How are the NSF and the later ACH matched/reconciled? Does the bank system cross reference the two transactions in any way?
f. Is the NSF information, image, or occurrence available on-
line? When and how? How long is it available online?

3.6.6 Standard Disbursing Services

a. Does the bank image all checks? Are check images available on-line? When?
b. How long are check images maintained on-line?
c. What programs does the bank have for automated payables management? Describe.

3.6.7 Positive Pay

a. Describe the data transmission/transfer requirements for computer generated check runs.
b. Can input be online as well as batch? Describe the input process and requirements for individual, manual checks written.
c. If not on-line, how is information on individual manual checks transmitted to the bank?
d. How can check records be changed or deleted by the College, if necessary?
e. How is the College to be notified of a positive pay exception?
f. At what time is exception information reported to the College?
g. What is the response deadline (what time) for College exception elections?
h. Do you require any paper transactions on positive pay notification or exception decisions?
i. Are all checks, including those received by the tellers and vault, verified against the positive pay file before processing? How often is teller information updated? If not verified, what is the process, liability, and security on OTC transactions?

3.6.8 Funds Transfer and Wire Services

a. Describe the process of on-line wire initiation. Provide a sample of the input screen for on-line initiation. What backup process is available for the on-line process?
b. Describe the on-line transfer process.
c. Is any paper transaction required for transfers or wires?
d. How and when will the bank notify the College of incoming wires? Online? E-mail?
e. Include a description of security provisions for wire initiation including security levels for initiation and release. Is dual authorization required? How are security levels and assignments made?
f. Is future dating available for both repetitive and non-repetitive
wires and transfers? How far in advance?
g. State wire access times, posting times, and cut-off times.
h. State the bank’s policy on the use of ledger balances for outgoing wires in anticipation of daily security activity or incoming wires.

3.6.9 Optical Imaging

a. What items and reports are available online (checks, statements, deposit slips, deposited items, etc.)?
b. Is there a monthly CD-ROM produced? What items are captured on the monthly CD?
c. When is the monthly CD-ROM available, if applicable?
d. Does the bank provide optional extended image availability?

3.6.10 ACH Services

a. Describe the transmission alternative for individual ACH transactions. Is the College able to initiate individual ACH transactions online?
b. What levels of filters and blocks are available on College accounts for ACH transactions?
c. Are ACH addenda shown in their entirety online and on reports?
d. State the availability policy for debit and credit ACH transactions.

3.6.11 Safekeeping Services

All fees for clearing and safekeeping must be stipulated
a. Is the bank a member of the Federal Reserve and DTC? If not, name the correspondent bank to be used for clearing and safekeeping.
b. Describe any safekeeping arrangement proposed with a correspondent bank including processing requirements by the College. No delays or additional transactions are acceptable.
c. Are security transactions available online for either origination or monitoring?
d. What is the deadline for settlement instructions on a cash (same day) settlement?
e. Is there any charge incurred for late instructions?

3.6.12 Collateral Requirements

a. State the bank’s acceptance of the collateral conditions above.
b. Does the bank propose any collateral charges, if so under what conditions are the charged and how is the charge applied?
c. Provide the bank’s collateral agreement for review.

3.6.13 Monthly Statements
a. Provide a sample monthly statement  
b. State when monthly statements will be available each month.  
c. Is the monthly statement available online? If so, when and how long?  
d. Are the statements also sent to the District? If so. When? Is there a cost for paper statements?  

3.6.14 Account Executive  

a. Provide the name, title and location of the proposed account executive.  
b. Provide the name, title and location of the backup representative.  

3.6.15 Overdrafts  

a. Are all accounts aggregated for overall draft calculation purposes or do accounts stand-alone?  
b. State the fee charged per overdraft occurrence.  
c. State the rate basis for intra-day and inter-day overdrafts.  

3.6.16 Stop Payments  

a. How are stop pays initiated?  
b. How long are stop pay periods? What are the options for extended stop pay periods?  
c. How is stop pay extended?  
d. What is the deadline for same day action on stop pays?  
e. Can stop orders be initiated on-line? Is there any paper follow-up document required?  
f. Provide the stop pay authorization levels and notification requirements.  
g. What information on current and expiring stop pays is available on-line?  

3.6.17 Company Banking  

a. Does the bank have a banking services program available for College employees?  
b. List services provided under this program with applicable discounts or fees to the College or employee.  
c. Is availability of the program based on use of direct deposit or College employment?  

3.16.18 Merchant Services
a. Does the Depository currently offer merchant card processing services? How long has the service been available? What interface format(s) does the Depository’s system supply?

b. How many institutions and end customers do you have?

c. Describe the fee components of a merchant card processing relationship. Provide a list of all the fees to the District. State the association fees, discount rates and the Depository’s fee per transaction.

d. Does the Depository have software available for implementation which allows on-line payments to the District through the Depository’s portal?

e. Describe the reporting functions and data availability.

f. Detail billing options.

g. Describe the authorization method/process used. How are incorrect authorizations reversed?

h. Describe your debit card processing capabilities. Do you identify between debit and credit cards on BIN number? Can you program a debit card to the lowest cost network?

i. Describe your transmission process. Describe the monitoring and notification process if transmissions fail.

j. Is date imaging available on-line? What is available on-line? When? For how long?

k. Describe the dispute resolution process.

l. Describe your security measures for internet transactions and unauthorized use.

3.6.19 Student Campus Card Program

a. If applicable, please include a proposal to offer a refund solution/student campus card. The proposal should minimize costs of services to both students and the College and also provide mechanisms that enable the College to maximize economic benefits from implementing the vendor solution.

b. Include the possibility of incorporating additional features in the future such as access control systems, vending, print and photo copying services.

3.6.20 Automated Accounts Payable Electronic Payments

a. If applicable, please include a proposal to offer an automated accounts payable electronic payment option. The proposal should include robust reporting and reconciliation options and provide mechanisms that enable the College to maximize economic benefits from implementing the vendor solution.
APPENDIX ONE, SECTION 4
ADDENDA CHECKLIST

Proposal of: ________________________________
  (Proposer Company Name)

To:  KILGORE COLLEGE

Ref.:  Bank Depository Services

RFP No.:  2019-FS002

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at https://www.kilgore.edu/about/offices/procurement-services.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: ________________________________

By: ________________________________
  (Authorized Signature for Proposer)

Name: ________________________________

Title: ________________________________

Date: ________________________________
State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (1) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the Contract."

This notice is not required of a publicly-held corporation

I certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

*NAME:* ________________________________________________

**A.** I have not been convicted of a felony.

Signature: ___________________________  Date: ____________

**B.** I have been convicted of a felony.

Name of Felon(s): _______________________________________
Details of Conviction(s): ________________________________________________

Signature: ___________________________  Date: ____________

**C.** The associated firm (or practice) is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _______________________________________
Details of Conviction(s): ________________________________________________

Signature: ___________________________  Date: ____________
INTENTIONALLY LEFT BLANK