

RFP 23-1879 Banking Services
Due on or Before: June 20, 2023, 1:00 PM (CT)



GADSDEN STATE

COMMUNITY COLLEGE

Purchasing Department

P. O. Box 227 • Gadsden, Alabama 35902-0227 • www.gadsdenstate.edu

Purpose

Gadsden State Community College (Gadsden State) is soliciting proposals from experienced and qualified banking institutions to provide banking services for Gadsden State's cash flow needs.

This is a Request for Proposals (RFP), not an Invitation for Bid: responses will be evaluated based on the merits of the proposals; there will be no public opening and reading of responses received by the Purchasing Department.

Background

Gadsden State is a comprehensive community college offering an array of associate degree and certificate programs. Students may enroll in classes at any of Gadsden State's five locations in Northeast Alabama. For more information about Gadsden State visit www.gadsdenstate.edu.

Scope of Work/Purpose

Gadsden State is releasing this RFP with the intent to receive proposals from qualified banking institutions to provide Gadsden State professional banking services and cash management services in accordance with the terms, conditions and specifications contained in this RFP. Unless otherwise specified, Gadsden State intends to make the award to one vendor capable of satisfying all RFP requirements for reasons of convenience of one banking institution, consistent services, and pricing advantage, which Gadsden State deems in its best interest. However, Gadsden State may award investment services separate, if it is deemed in the best interest of the college.

Requests for Clarification

Offerers desiring further information or interpretation of the scope of work or RFP requirements must make requests in writing to Kim Carter, Director of Purchasing, 1001 George Wallace Drive, Gadsden, AL 35903 or by email to purchasing@gadsdenstate.edu, at least seven (7) calendar days prior to proposal submission deadline. Answers to such requests will be posted at <https://www.gadsdenstate.edu/operating-financial-data.cms>.

Proposal Submission

An original hard copy of the proposal plus one in USB format of the proposal must be mailed or hand-delivered in a sealed envelope, marked with the RFP name and number listed on the outside envelope to the address provided herein. Proposals submitted after the due date and time will not be considered.

Include in your proposal:

1. A brief description of your company and any parent company
2. A list of at least three (3) current accounts, company names, contacts, and locations of similar scope and size to Gadsden State
3. Location(s) of office(s) that would service this account
4. Certificate of Insurance
5. *Proposal Form*
6. *RFP Certification*

Evaluation

Offerers will be evaluated and selected based upon which proposed services are in the best interest of Gadsden State.

Intent to Award

Gadsden State will issue an "Intent to Award" before a final award is made. The "Intent to Award" will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code, Chapter 355-4-6-.01. All protest communications filed via email must be sent to:

purchasing@gadsdenstate.edu.

Contract Period

The contract period shall be seven years with the option to renew for an eighth, ninth or tenth year. Any extensions must have written approval by both parties. Proposed service adjustments may be considered during any contract period or extension.

Delivery

Proposals delivered by the **U. S. Postal Service** must be addressed to:

Gadsden State Community College
ATTN: Purchasing Department
P. O. Box 227
Gadsden AL 35902-0227

Proposals delivered by **special courier service** (FedEx, UPS) must be addressed to:

Gadsden State Community College
ATTN: Purchasing
1001 George Wallace Drive
Gadsden AL 35903

Proposals may be **hand-delivered** to:

Gadsden State Community College
1001 Korner Street
Joe Ford Center, Suite 113
Gadsden AL 35903

Proposals delivered by the vendor, United States Postal Service, Federal Express, UPS or other delivery service must have the RFP number indicated on the envelope.

Form of Proposal

All proposals must be sealed when received. Electronic proposals will not be considered.

Alternate Responses

Gadsden State will not accept and evaluate alternate submittals to the RFP.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4(A)(11), Gadsden State is exempt from paying sales tax. An exemption letter will be furnished upon request.

Deliverables

The offerer is expected to maintain services at locations in Gadsden, Alabama as well as Oxford or Anniston, Alabama. The offerer must be insured by FDIC/FSLIC and must be designated as a member of Qualified Public Depository (QPD) in the Security for Alabama Funds Enhancement (SAFE) program.

Acceptance

The responsibility of determining the acceptability of any products offered rests solely with Gadsden State.

Amendments to RFP

The receipt of all amendments must be acknowledged by offerers.

Discussions

Discussions may be conducted with offerers who submit proposals determined to be reasonably susceptible of being selected for award; but proposals may be accepted without such discussions.

Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time, or if discussions have begun, and prior to the date and time by which best and final offers must be submitted.

Late Proposals, Late Withdrawals, and Late Modifications

Any proposal withdrawal or modification received after the specified due date and time at the place designated for receipt of proposals will be considered late.

Responsibility and Responsiveness

Proposals will only be considered by an offerer who has submitted a proposal which conforms in all material aspects to the RFP.

Offerer Responsibilities

The offerer agrees to indemnify, defend, save Gadsden State, the Alabama Community College System and its Board of Trustees (hereinafter Releasees) harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of, claimed on account of, or in any manner predicted upon loss of or damage to property or injuries to or the death of any and all person whatsoever, in any manner, caused or contributed to by the offerer, its agents, servants, or employees, while in, or about Gadsden State premises, or while going to or departing from same, and to save the Releasees harmless from and on account of damages of any kind which the Releasees may suffer as the result of the acts of any of the offerer's agents, servants or employees in or about the performance of any contract between the offerer and Gadsden State.

The offerer shall indemnify, defend and hold the Releasees harmless for any liability incurred by the Releasees because of the non-payment, for any reason, of any debt or obligation for which the offerer has agreed to bear responsibility for payment, including the Releasees attorney's fees, costs of litigation and the amount of any judgment or extra judicial settlement entered into by Gadsden State, including interest.

The offerer will be completely responsible for supervising and directing the work under this RFP.

The offerer agrees that it is fully responsible for the acts and omissions of persons employed by the offerer.

Offerer will be responsible for labor, equipment and supplies to provide services described herein.

College Rights

Gadsden State reserves the right to reject any or all proposals, or any part thereof, and to waive any technicality in the proposal in the best interest of Gadsden State. Gadsden State may cancel any contract resulting from an award of this RFP at any time with 15 days' written notice of termination.

Insurance

The offerer shall purchase and maintain such insurance as will provide protection from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability policies, and from claims for injury to, loss or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from offerers operations under the scope of work, whether such operations be by offerer or anyone directly or indirectly employed by offerer for whose acts offerer may be legally liable. This insurance shall include the types and specific coverage(s) and be written for not less than any limits of liability required by law. Insurance must include, but is not limited to, coverage for commercial general liability, commercial automobile liability, worker's compensation, and employer's liability coverage. The Releasees shall be named as an additional insured on all policies. Offerer shall provide with its offer a copy of its Certificate of Insurance.

Licenses and Permits

The offerer must obtain and maintain, any and all necessary licenses and permits, and comply with all applicable Federal, State, and Local laws in conjunction with the performance of the scope of work. Gadsden State may request valid copies of necessary licenses and permits.

State of Alabama Disclosure Statement

Section 41-16-82 of the Code of Alabama 1975 requires the Vendor Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Beason-Hammon Alabama Taxpayer and Citizen Protection Act

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom." Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. E-Verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of the supplier's bid. To enroll in the E-Verify program visit <https://www.e-verify.gov/>.

Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales and use tax, or simplified seller use tax, and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the offerer is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Debarment and Suspension

Per e-CFR §200.214 Suspension and debarment. Non-Federal entities are subject to non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. The regulations in 2 CFR Part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. By submitting this proposal, the offerer is hereby certifying that they are in full compliance with CFR 200.214.

Debarment and Suspension Certification:

- a. The vendor certifies to the best of their knowledge and belief, they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;
- b. That the vendor has not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. The vendor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local); and
- d. The vendor has not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Federal Contracting Provisions

By submitting this proposal, the offerer agrees to comply with all the provisions required for federal contracting and agrees to provide Gadsden State with appropriate documentation. These provisions, include, but are not limited to, the Davis-Bacon Act, Copeland "Anti-Kickback" Act, Contract Work Hours and Safety Standards Act, and Clean Air Act. Furthermore, the bidder acknowledges that any resulting contract may address breach of contract, termination for cause and the Equal Employment Opportunity clause provided under 41 CFR 61-1.4(b).

Additional Terms and Conditions

The following provisions shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice- or conflict- of- laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void. Contracting party/Offerer understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. It is understood that there is no entitlement to any state merit system benefits to anyone working under this agreement.

Proposal Form
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Company Name/Offerer: _____

Line	Service Description	Service Will be Provided	
	Provide magnetic encoded deposit slips at no cost to Gadsden State.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide Gadsden State via email, web, or CD, a file reflecting all cleared checks for the preceding month, by the 10 th of each month, as well as provide a copy of the transactions with the bank statement.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Return all original deposit tickets or provide electronic images of all deposit tickets.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide complete night deposit service.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide an unlimited supply of pre-numbered sealable disposable bags for daily deposits at no cost to Gadsden State.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Notify the Director of Financial Services in the event of an overdraft and allow Gadsden State one entire business day to cover the overdraft at no cost to Gadsden State.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide for “stop payments” at no cost to Gadsden State. Automatically renew stop payments upon expiration or reimburse Gadsden State for checks that clear after stop payments expire. (Gadsden State will provide the information necessary to assist the bank in recovering these funds.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide for incoming and outgoing wire transfers at no cost Gadsden State.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide for returned items at no cost to Gadsden State.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide daily on-line banking at no cost to Gadsden State, to include processing ACH transactions and stop payments, as well as viewing previous day transactions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Assign a “personal account executive” to Gadsden State who is available for immediate response as needed (direct contact personnel for Gadsden State advisement in department as required, i.e., bookkeeping, payroll, etc.).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide banking services in Gadsden, Alabama as well as Oxford or Anniston, Alabama.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide at no cost to Gadsden State a fraud detection system that includes online access to view and make decisions related to fraud protection.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide purchasing card services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Provide credit card services.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Proposal Form
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Company Name/Offerer: _____

Provide detailed description and fee schedule for all proposed services.

RFP Certification Form
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Company Name: _____

Street Address: _____

City, State: _____

Zip: _____

Telephone: _____

Email: _____

Signature and Title of Authorized Officer/Agent _____

Typed or Printed Name of Above: _____

Notary's Signature

Date

Notary Seal and Expiration Date

I acknowledge receipt of the RFP and all amendments (new rounds). I have read the RFP and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this RFP. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.