



## PURCHASING DEPARTMENT

2150 Keith Bridge Rd  
Cumming, GA 30040  
Phone: 770-781-6603 / Fax: 770-888-0222  
[www.forsyth.k12.ga.us](http://www.forsyth.k12.ga.us)

### RFP P23-01

### Comprehensive Banking Services

December 1, 2023

To: All Proposers

The Forsyth County School System's Purchasing Department would like you to supply us with a Proposal for Banking Services. The Forsyth County School System is tax exempt.

The RFP Closing is: # P23-01 January 26, 2024 10:00 AM  
(RFP #) (DATE) (TIME)

Responses to this Request for Proposal must be in a sealed envelope and must be marked with your company name, and RFP number. Please allow ample time for delivery. Proposals received late will not be considered. For mailing purposes, please address to:

**Mandatory Pre-Proposal:** A **Mandatory** pre-proposal meeting will be held on January 9, 2024 at 10 AM. Location is the Procurement Facility at 2150 Keith Bridge Road, Cumming 30040. Participating **Vendors are limited to a max of two individuals for this meeting.**

**FORSYTH COUNTY SCHOOL SYSTEM**  
**Brad Richardson, Director of Procurement Services**  
**RFP # P23-01**  
**Procurement Services Distribution Facility**  
**2150 Keith Bridge Road**  
**Cumming, GA 30040**

RFP will close on the date and time specified; there will be no public opening or dissemination of information at that time due to the nature of the proposal evaluation process.

Respectfully,

Brad Richardson  
Director of Procurement Services

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### **GENERAL TERMS AND CONDITIONS**

#### **1.0 PREPARATION OF PROPOSALS**

- 1.1** Proposals must be on Forms furnished with this Request for Proposal. They must be submitted in a sealed envelope marked with your company name and **“P23-01, Comprehensive Banking Services”** clearly marked on the outside of the envelope.
- 1.2** Vendors are instructed to carefully read all terms, conditions and specifications as set forth in the Request for Proposal. Proposal forms must be completed in their entirety. Responses must be either typed or written in ink. Any correction made on the proposal form (white out or strike through) must be initialed by an authorized representative of the company submitting the RFP or the proposal may be rejected by FCS. Each vendor is required to furnish all information requested in the Request for Proposal.
- 1.3** Each vendor is responsible for having knowledge and understanding of any applicable State of Georgia Code and FCS regulations or policies pertaining to FCS procurement.
- 1.4** FCS Purchasing Regulations are hereby acknowledged, understood, and agreed to by the both parties and are hereby fully incorporated into the RFP and Proposal Contract.
- 1.5** **Conditional RFP’s-** Proposals that in any way qualify or vary the terms and conditions and specifications of this RFP may be considered non-responsive and disqualified from consideration of award.

#### **2.0 COMMUNICATIONS WITH FCS STAFF**

- 2.1** All communications concerning this RFP must be submitted **in writing** to the FCS Purchasing Department. Email to **bradrichardson@forsyth.k12.ga.us** is the preferred method of communication. Only written questions submitted via email or fax will be accepted. No response other than written, distributed by the Purchasing Department will be binding upon FCS. User departments may be called upon for clarification in their area of expertise at the discretion of the Purchasing Department. **Questions must be received by 3:00 P.M. January 19, 2024. All Q&A will be posted on website for all vendors to see.**
- 2.2** From the issue date of this Proposal until the completion of the selection process and the award notification is announced, vendors are not allowed to communicate with school system employees and/or contracted agents related to this RFP for any reason except as authorized by the Purchasing Department. Violation of this provision may result in rejection of the vendor’s response.
- 2.3** It is the vendor’s responsibility to check the FCS Current Solicitations website for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation period.

#### **3.0 SUBMISSION OF PROPOSALS**

- 3.1** The **Original and Five Copies of the RFP** must be received at the Forsyth County School System, Attention: Purchasing Department, 2150 Keith Bridge Road, Cumming, Georgia 30040 no later than the date and time (determined by the date/time stamp of the FCS) set forth in the Request for Proposal.
- 3.2** Responses are due by mail or hand delivery no later than the date and time (determined by the date/time stamp of the FCS Procurement Services Department) set forth in this Request for Proposal.

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**3.3 Any proposal received after the designated time will be deemed late and will not be considered by the FCS.** Telephone or fax quotations in lieu of RFP Form will not be accepted. FCS cannot be responsible for lateness of receipt due to delivery delays.

**3.4** Verify your quotation before submission as it cannot be withdrawn, corrected, or altered after submission. A responsible officer or employee must sign and all obligations assumed by such signature must be fulfilled.

### **4.0 SPECIFICATIONS**

**4.1** Any deviation from the specifications must be clearly identified in a letter accompanying the RFP. The furnishing of cuts, catalogs or printed descriptions will not relieve the vendor of this requirement. FCS shall determine in its sole discretion whether substitutions or modifications of the requested specifications are comparable to those contained within the Request for Proposal. If FCS determines that the modifications or deviations from the specifications are not in compliance, the offer may be rejected.

**4.2** A vendor's failure to deliver any items/services according to specifications set forth in their RFP may result in cancellation of the purchase and permanent removal from the vendor's list. If any items do not meet these specifications, the items will be picked up at vendor's expense and removed from FCS property at the sole cost of the vendor.

**4.3** For Goods: Unless specified otherwise, manufacturers listed, in the Invitation to Bid is to establish the general quality required. Items of other manufacturers of equal or better specifications may be considered. The FCS will be the sole determiner as to whether the substituted item is approved as an alternative

**4.4** If an awarded brand/model is discontinued during the award period, the awarded vendor may offer a replacement item. The replacement brand/model must meet or exceed minimum specifications listed in RFP document as well as current industry standards. Replacement units must be made available to FCS for review and approved prior to the end of life of the awarded model. FCS reserves the right to accept or reject the replacement item.

**4.5** All products and materials furnished must comply with all applicable federal, state, and local laws, codes and regulations.

### **5.0 PRICES QUOTED**

**5.1** Unless specified otherwise, prices must remain firm for a period of one year from the award date unless specified otherwise in the Special Terms and Conditions. The Forsyth County School System reserves the option to renew the RFP annually if agreeable to both the successful vendor and the Forsyth County School System. RFP may be renewed up to four times annually.

**5.2** Quantities/amounts shown on the Request for Proposal are estimates. Vendors are advised that the actual number purchased/required may vary from those on the proposal, depending upon the needs of the FCS and the availability of funds.

**5.3** Proposals that contain minimum order amounts will not be accepted unless called for in the Special Terms and Conditions.

**5.4** Pricing must be submitted on Proposal Form as requested without conditions unless called for in Special Terms & Conditions.

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### 6.0 SAMPLES

- 6.1** When required, samples must be furnished at the vendor's expense.
- 6.2** Samples not used or destroyed in testing will be returned to the vendor at vendor's request and at vendor's expense. If vendor does not arrange for pick-up of samples as defined in Special Terms & Conditions, samples will become the property of FCS.

### 7.0 AWARDS

- 7.1** The FCS reserves the right to accept or reject any part of a submitted proposal (in whole or in part), to accept the entire proposal from one vendor, to accept portions of the proposal from several vendors, or to reject any and/or all proposals submitted or waive any minor irregularity.
- 7.2** The FCS reserves the right to award by line item, to more than one vendor, and/or to award by group or any combination thereof.
- 7.3** Award will be made to the responsive and responsible vendor based on price, availability, past vendor experience, references, and compliance with the proposal specifications and requirements as outlined in the evaluation criteria included in this solicitation. Award of proposal will be made in the best interest of FCS.
- 7.4** A determination of competitive range may be made after initial submission of proposal and after any additional revisions. Offerors not in the competitive range of being selected for award shall be eliminated from further discussion.
- 7.5** During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably likely to be selected for award. These discussions are for the purpose of negotiations, clarification, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. FCS Purchasing may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers. In all events, FCS reserves the right to re-solicit the item(s) involved.
- 7.6** Purchases by the FCS are not subject to Federal Excise Tax or State and Local Sales Tax. No taxes should be included in this RFP.

### 8.0 CONTRACT

- 8.1** **THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE VENDOR AND RETURNED WITH THIS PROPOSAL IN ITS ENTIRETY.**
- 8.2** It is understood and expressly agreed that, upon proper acceptance of any or all items by the Purchasing Department, a contract shall hereby be created.
- 8.3** Failure to observe any of the general or special terms of this contract may constitute for rejection of award and removal from bidders list.
- 8.4** Unless otherwise stated in the Special Terms and Condition, FCS requires that all prices quoted will be firm for 12 months from award of contract.
- 8.5** By signing of contract, vendor confirms responsibility as an authorized agent to sell, distribute all products and services as proposed. In addition, vendor confirms ability and responsibility to provide all manufacturer warranties for the items proposed. This includes additional warranty items that may be included in the Special T&C.

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- 8.6 Authority-** Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that person as duly authorized to enter into this contract on behalf of such party
  
- 8.7 Choice of Law and Venue-** The Laws of the State of Georgia shall govern this contract in all respects. Any lawsuit or other action based on claims arising from this contract shall be brought in a court or other forum of competent jurisdiction in Forsyth County, Georgia.
  
- 8.8 Entirety of Contract-** All documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between FCS and the Vendor and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. If any language of the RFP Response by the Vendor conflicts with the language of the RFP, the language of the RFP shall govern and control for all purposes, unless consented and agreed to by FCS in writing.
  
- 8.9** FCS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, market place or acts of God. This option will only be exercised if it is deemed in the best interest of the FCS.

### 9.0 SHIPPING

- 9.1** All prices are to include delivery to the location(s) specified in the Proposal or the Purchase Order. All delivery for goods must be FOB destination, unless specified otherwise in the Special Terms and Conditions, with delivery to the location specified by the FCS.
  
- 9.2** In the event of damage, shortage, or other loss resulting from shipment to any FCS facility by common carrier, any claim for such damage, shortage, or other loss shall be a matter between vendor and the carrier.
  
- 9.3** FCS reserves the right to cancel the purchase of the bid items/services and/or any other pending purchase orders to the same vendor and/or permanently remove the vendor from the vendor list if the items/services have not been delivered/completed by the specified delivery date and no written extension of such delivery date has been granted by FCS.

### 10.0 INVOICING

- 10.1** Payment will be made by the FCS after final delivery and acceptance of all items/services. However, final acceptance will not be made until after inspection and approval by the FCS authorized representative.
  
- 10.2** All accounts are paid on a current basis. Best effort will be made by FCS to take any discounts offered; however, cash discounts will not factor into price consideration for award of contract. Time will be computed from delivery (date of FCS signature) at destination or from the date a correct invoice is received, if later than the date of delivery.
  
- 10.3 Invoicing Procedure-** Invoices must be original. Copies or facsimiles are not acceptable. Invoices must not be altered in any way from the original by handwriting or by machine. Invoices will be paid within 30 days of receipt of invoice and within 30 days of notification receipt of goods or services by receipt. Computer-produced invoices are preferred. Invoices must contain the company name, the remit to address, and FCS purchase order number.

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**11.0 ASSIGNMENT, DELEGATION, OR SUBCONTRACT**

**11.1** Except as may be specifically permitted by the RFP, Vendor shall not delegate, subcontract, assign, or otherwise permit anyone other than the Vendor personnel to perform any of the work required under this Contract, or assign any of its rights or obligations hereunder, without written consent of FCS, which consent may be withheld at its sole discretion.

**12.0 INDEMNIFICATION**

**12.1** The successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit FCS property and shall indemnify and hold harmless the Board, its officers, employees, agents, volunteers from any liability arising in the performance of this contract. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the FCS, or its employees.

**13.0 TERMINATION**

**13.1** **Termination-**If FCS or the successful vendor(s) wish to cancel this contract, written notice thirty (30) days in advance will be required of either party. In addition, either party may terminate the contract in the event the other party breaches any of its duties and obligations under this contract and fails to cure such breach within thirty (30) days after receiving notice specifying the breach. FCS reserves the right to terminate without warning in the event of critical and/or material breach of contract.

**14.0 ADDENDUM**

**14.1** Addendum(s) issued in writing during the time of solicitation will be incorporated in the subsequent contract. Vendor is responsible for checking the webpage frequently during solicitation period for any potential addendums.

**15.0 SPECIAL TERMS AND CONDITIONS**

**15.1** Should the General Terms and Conditions be in conflict with the attached Special Terms and Conditions, the Special Terms and Conditions will control.

**16.0 APPLICABLE FEDERAL LAW**

**16.1** If/where applicable, Vendor must comply with all Federal law including, but not limited to, "Infrastructure Investment and Jobs Act (IIJA)" and the "Build America, Buy America Act (BABA)"

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### **SPECIAL TERMS AND CONDITIONS**

#### **1.0 PURPOSE AND OBJECTIVE**

The Forsyth County Schools (FCS) is accepting proposals for **Comprehensive Banking Services** per the specifications of this document, attached specifications, all applicable federal, state, and local laws, and in accordance with industry “best practices.” FCS is seeking a qualified and experienced company to perform these services by providing all labor, materials, equipment and services as assigned by this solicitation. Proposed offer should enable greater efficiency and productivity in financial activities; as well as, should offer the most advantageous financial outcomes for FCS.

**1.1 Overview-** FCS consists of 23 Elementary Schools, 11 Middle Schools, 8 High Schools, and 2 Academies

#### **1.2 Current District Accounts**

<b>TYPE</b>	<b>Amount</b>
<b>Elementary</b>	<b>23</b>
<b>Middle</b>	<b>11</b>
<b>High</b>	<b>8</b>
<b>Academies</b>	<b>2</b>

#### **1.3 Current Accounts (Central Office)**

**General Account**  
**Payroll**  
**School Nutrition (2 accounts)**  
**Capital Projects**  
**Debt Service**  
**“Landing” account**  
**Workers Comp**

#### **2.0 BASIC RFP AND CONTRACT GUIDELINES AND REQUIREMENTS**

**2.1 Evaluation-** Award will be made based upon the evaluation criteria published in this RFP. It is also known that FCS may use knowledge of prior experience and/or information from any corresponding meeting with specific vendor(s) pre-proposal or during the evaluation as it relates to the published evaluation criteria.

**2.2 Award Period-** Awarded contract will be valid for 12 months with options to renew annually up to four additional years. Renewals will be based on mutual interest from both parties and cannot materially alter the original operating agreement.

**2.3 Price Modification-** Prices must remain firm for entire contract period. Future renewals would be independent of the intent of this solicitation and may be considered if mutually agreeable to both parties. Vendor can request a price modification at the beginning of each new contract period but it must be accompanied by documentation supporting the increase (Ex: CPI). FCS reserves the right to accept, negotiate, or deny and re-solicit any request for price escalation. **FCS will not accept the addition of surcharges such as fuel or any other related costs or fees that would alter the contract price during the contract term.**

**2.4 Clarification-** FCS may seek written clarification at any point during the evaluation process. Vendor is responsible to provide information to the best of their ability within the format and time parameters provided by evaluation committee.

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- 2.5 Presentation/Meetings/Demonstrations-** FCS, at its sole discretion may invite finalists for a verbal presentation, meeting, and/or conference call. FCS reserves the right to use any information obtained from vendor presentations in any part of the evaluation process.
- 2.6 Demonstration/Oral Interview-** FCS may, at its sole discretion, request an interview/presentation at any point within the process. If applicable, information shared during the presentation is subject to be used in the scoring process.
- 2.7 Best and Final Offer (BAFO) -** FCS may request a best and final offer from finalist if applicable.
- 2.8 Contractor Identification System-** FCS requires the employees assigned to any FCS contract to register through our ***Safety-Check Contractor Identification System***. Any representative of your organization, before beginning work on FCS property must be registered. The registration process requires the submission of an approved photo identification (Govt. issued), which will be run through the Sexual Offender Database. Any contractor refusing to comply with this requirement, or failing to pass the check, will not be allowed on FCS property. Contractors will be issued a badge, which they are required to wear all times on FCS property. Anyone found without a badge will be asked to leave the property immediately. Replacement badges will be \$10.00 (std badge) and \$50.00 (access badge) if lost or stolen. FCS not responsible for lost badges or for delays in work due to contractors being removed from property due to no ID.
- 2.9 Terms and Conditions-** FCS expects the terms and conditions of this RFP, and all FCS related documents, to be the prevailing contract terms. If you request separate contract documentation to be incorporated into this contract, please provide with your initial submission. However, please know that any document that materially alters the terms and conditions of this agreement or placed undue burden on FCS ***may be deemed non-responsive and removed from consideration.*** **Agreement to FCS terms and conditions may be a primary factor in award selection; thus, any contract language that you request MUST be provided with initial response, as it will not be possible to supplement contract language later.**
- 2.10 O.C.G.A 13-10-91-** Contractor must comply with all relevant codes pertaining to O.C.G.A 13-10-91 including the submission of *Contractor Affidavit* as included in this solicitation
- 2.11 Appendix:** FCS has included banking reports and samples to be downloaded separately and attached to this process. Vendor is responsible for download and consideration as applicable
- 2.12 Insurance-** Proof of insurance must be submitted with proposal response and at any point during the life of the contract.
- Hazards-Compliant with 12.0 of the General Terms and Conditions**
- Workman's Compensation-** In accordance with Georgia Code
- Other Insurance-** The contractor shall obtain and maintain at his expense, insurance with minimum limits as prescribed below and shall protect the Contractor and Owner from any claims for property damage or bodily injury, including death, which may arise from the execution of this contract. The Contractor shall furnish to FCS Facilities the Owner Certificates, policies and cancellation endorsements as shown below.
- Contractor's General Liability Insurance:**
- Split Limits of Liability:**
- Bodily Injury:*** Limits of \$500,000 for each occurrence and \$500,000 for the aggregate.
- Property Damage:*** Limits of \$300,000 for each occurrence and \$500,000 for the aggregate of operations
- Or If Combined Single Limit of Liability:**
- Bodily Injury and Property Damage Combined:  
\$500,000 each occurrence; \$1,000,000 aggregate



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***Cancellation Endorsement-*** These insurance coverages shall not be canceled until at least 30-days prior to written notice has be given to the Owner

***Disposition-*** Certificate from insurance company confirming specified coverage must be sent to the Owner prior to commencement of work. (Two copies)

### **Contractor's Public and Automobile Insurance**

#### **Split Limits of Liability:**

***Bodily Injury:*** Limits of \$250,000 for each person and \$500.000 for each occurrence

***Property Damage:*** Limits of \$1,000 for each occurrence

#### **Or If Combined Single Limit of Liability:**

Bodily Injury and Property Damage Combined: \$500,000 each occurrence

***Cancellation Endorsement-*** These insurance coverages shall not be canceled until at least 30-days prior to written notice has be given to the Owner

***Disposition- Certificate-*** from insurance company confirming specified coverage must be sent to the Owner prior to commencement of work. (Two copies)

***Acceptability of Insurance Companies-*** Insurance only written by a company licensed by the State Insurance Commissioner to do business in the State of Georgia at the time of the policy issuance will be acceptable.

### **Cyber Liability**

Please provide documentation of your Cyber Liability insurance with a minimum \$10MM in 1<sup>st</sup> and 3<sup>rd</sup> party cyber coverage.

### **3.0 MANDATORY REQUIREMENTS**

*Mandatory requirements for the acceptance of your proposal. Please INITIAL in appropriate box.*

REQUIREMENT	VENDOR CAN COMPLY	VENDOR CANNOT COMPLY
1) Contractor must be licensed to perform all elements of this contract in the State of Georgia. Contractor must also carry applicable insurance for this type of engagement in accordance with governing law and best practices.		
2) Contractor must not currently be suspended or debarred from any governmental contract or have been so within the past five years		
3) Contractor must prove that it meets all experience and responsibility requirements as detailed in Section 5.1 of the Special Terms and Conditions		
4) Interest Earning Checking Accounts (as detailed herein)		
5) Other Depository Services such as wire transfers, stop payments, returned items, and all debit and credit items		
6) <b>Collateralization</b> in accordance with Georgia Law and detailed specification herein (4.0- Collateralization)		
7) ACH Processing-periodic handling of ACH transmission for all payroll related activities, vendors, and pension is crucial		
8) Check Imaging/Check Reader- including all necessary equipment for on-site check scanning if preferred		
9) Reporting- daily reporting if requested of any material reports		
10) Bank must possess a senior bond rating of A/A3 or higher and must be able to demonstrate profitability over the past three years.		

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### 4.0 **DETAILED SCOPE OF WORK**

The firm shall provide all labor, equipment, supplies, and other incidentals required for the complete and satisfactory service of the Comprehensive Banking needs of FCS.

The firm shall supply bank deposit books, endorsement stamps, and other banking supplies/cash handling equipment as needed and shall be included in the overall costs submitted.

Statements of Cash Flow are attached and listed as such- to be downloaded

FCS anticipates that The District anticipates that proposed banking services will be compensated on a fee for service basis. The following is a listing of services the District requires of its financial institution:

- a) Concentration, Zero balance accounts, regular/school accounts, money market, interest-bearing accounts;
- b) Controlled disbursements;
- c) Repurchase agreements;
- d) Demand deposit checking accounts;
- e) Payroll direct deposit- 99% of employees are enrolled in direct deposit
- f) Merchant bankcard services;
- g) Investment safekeeping /custodial services;
- h) ACH Services-including same-day ACH**
- i) Internet banking: balance/activity reporting and stop payment requests;
- j) On-line wire transfers;
- k) Daylight overdrafts/ overdrafts;
- l) Direct deposit

#### **Collateralization**

The awarded bank agrees to provide collateral on the District's bank accounts under the dedicated method as per Georgia Annotated Code Section 45-8-12 and will maintain a portfolio of investments, safe kept by a third party and pledged to the District, sufficient to collateralize all deposits of the District in excess of FDIC coverage in accordance with applicable Georgia Annotated Code sections. The successful Proposer will enter into a written collateral agreement with the District at the time such collateral is pledged. Such agreement will be approved by the Bank's Board of Directors and/or its loan committee and become an official record of the Bank throughout the life of this Banking Services Agreement. When changes in deposited funds mandate a change in collateral, said collateral will be pledged within three working days. The pledged collateral cannot be substituted without written consent from the District. The collateral will be reviewed daily and priced by a third party on a monthly basis to insure proper collateralization of funds on deposit. The District will receive a monthly written report from the custodian specifying the type and market value of eligible collateral being held in the Custody account for the District.

#### **Monthly Service Charge**

The awarded bank will prepare on a monthly basis a billing for services rendered. It is the intention of FCS that all per item charges remain fixed during the contract term. Your proposal should expound in detail fee structures including analysis of ERC vs Fixed Income structures. Your proposal must include all related fees and costs. (see section 6.0 of Special Terms for cost detail instructions)

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### 5.0 **QUALIFICATIONS, SPECIFICATIONS AND SCOPE OF WORK EVALUATION**

*This section stipulates the elements of the RFP under evaluation. **Please remember that your solution will be evaluated for content, thoroughness, and clarity of response to all criteria requested in this proposal.** Respond precisely and concisely to each and all specific questions and/or topics by providing the requested information on separate pages, clearly labeled in your response (IE 5.1.2). **Instructions to Bidder in Red Italics***

**Table of Contents-** Your proposal should be consistent with these requests, as applicable, to ensure the committee's ability to locate and evaluate your proposal. FCS not responsible for information mislabeled, missorted, or omitted outright.

- Please clearly outline and identify the material and responses by tab and page number
- Outline in sequential order the major areas of the proposal and clearly note attachments
- Tabs should be used to separate each major section
- All pages should be numbered as applicable and content presented in the order requested within the format of this RFP.

### 5.1 **Contractor Qualifications**

**5.1.1** In addition to the information requested below, Contractor must submit the document entitled **"Contractor Questionnaire"**. Information included in this document will be evaluated and utilized in award considerations. ***Tab and label with response***

**5.1.2 Firm Data-** ***Tab and label with response***

- a) Basic Company Information including company ownership
- b) Firm Name, Address, Phone, Fax, Key email addresses
- c) Primary Contact Name and Contract Information
- d) Number of Years in Business/Number of Years in Banking business
- e) State of Incorporation

**5.1.3 Firm History-** Describe the history of your firm, specifically as it relates to the work to be performed under this contract. Information shall include background and history of your firm's execution of work within context of the SOW of this contract. ***Tab and label with response***

**5.1.4 Labor/Staff-** Contractor shall submit a statement pertaining to the labor/staff that will be utilized in the performance of this contract. This statement should include experience, qualifications, training, etc

- **Single Point of Contact-** Please identify and detail qualifications of the Single Point of Contact from your company for this contract. While FCS may interact with multiple layers of staff, contractor must provide one point of accountability for all material aspects of the contract include installation, warranty, service, etc.
- **Support Personnel-** In addition to the Single Point of Contact, please submit a list of key personnel assigned to support this account including resume of relevant experience within their specific field of expertise.

***Tab and label with response***

**5.1.5 Experience in K-12 Public Education and Institutional Projects-** Firm should demonstrate experience in the implementation and support of public school projects: preferably in Georgia; preferably with the product you are submitting for consideration ***Provide the following information for (at least) three (3) K-12 projects of similar size and scope of work.***

- a) Name of School/School System
- b) Contact Name/Title and Contract Information (including email address and phone number)
- c) Scope of Work and Length of Engagement

***Tab and label with response***

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**5.2 Scope of Work and Methodology- Contractor must include written response where asked and acknowledgement (via initial) where applicable to confirm comprehension and capability.**

***Instructions to Bidder in Red Italics***

**5.2.1 General Methodology *Tab and label with response***

- a) Please provide comprehensive narrative statement that illustrates your approach and ability to implement the services detailed within this RFP
- b) Please include a timeline for implementation/conversion assuming a contract commencement date of April 1, 2024. **Please include your experience in a “rolling conversion and how your company would approach that within the scope of services that would be required within this contract.**
- c) Please provide a brief description of your banking capabilities. Enclose a copy of your latest annual report, discussing financial stability/capability and provide an array of financial ratios that will demonstrate your financial health. Submit statements for the last three years.
- d) Describe your banks contingency notification in case of system failure
- e) What is the basis used in determining your market investment rate to be paid on all school district back accounts? State whether your bank will calculate interest on 100% of balances or whether the 10% reserve will be utilized with interest being calculated on 90% of balances
- f) Please submit one copy of each of the last four quarterly call reports (Consolidated Report of Condition and Income required to be filed by the Federal Financial Institution Examination Council)
- g) Please discuss your ability to provide each of the services outlined in the scope of services and your capacity to handle the volume that is outlined in supporting documents herein.
- h) Provide a sample(s) bank statement
- i) Provide a detailed narrative of timeline in receiving deposits. Detail of lost or delayed deposits
- j) Provide the details of any non-compliance with the collateralization requirements for public deposits over the past three years
- k) Discuss and provide details of any significant litigation surrounding your services in the last ten years
- l) Discuss applicable insurance coverage for losses due to negligent misconduct and imprudent acts, non-negligent losses, errors and omissions or other acts
- m) Please include any other relevant details that you are offering to ensure the most efficient and effective performance of this contract and why your firm would be the optimal “fit” for FCS within a highly competitive banking market.

**5.2.2 Wire Transfers *Tab and label with response***

- a) Explain the financial institution's policies and procedures for wire transfers.
- b) Include the following:
  - i. What security measures are in place regarding wire transfers?
  - ii. What is the latest time of day outgoing wire transfers can be made?
- c) Does your financial institution delay or hold wire transfers if the wire transfer results in an overdraft?
- d) Can wire transfers be submitted ahead of transaction date? If so, how far in advance?
- e) Does your electronic banking system provide inquiry on status of wire?
- f) Does your financial institution offer electronic initiation of ACH by customer as an alternative to wire transfer?
- g) Are all wire transfers received by the bank prior to the end of the business day available for investment that day, regardless of the actual time of receipt by the bank?
- h) If necessary, will adjustments be made for the lost interest or charges from a “fail” [failed Fed wire transfer] to consummate an investment transaction or bond payment?

Purchasing Department

**5.2.3 Electronic Banking *Tab and label with response***

- a) Can the financial institution provide balance and transaction detail reporting electronically in the following detail?
  - i. Ledger, collected and available balances;
  - ii. Daily debit/credit totals and detail;
  - iii. Float information;
  - iv. Pending debit and credit information;
  - v. Transaction detail for the prior day;
  - vi. Transaction detail for at least five (5) years;
  - vii. Transaction detail for the current/intraday;
  - viii. ACH debit and credit detail and totals; and
  - ix. Incoming/Outgoing wire ACH transfer inquiry
- b) Can the following transactions be done electronically?
  - i. Wire transfers: repetitive, non-repetitive, and future-dated ACH transactions;
  - ii. Stop payments;
  - iii. Internal account transfers;
  - iv. Investment transactions; and
  - v. Account transaction inquiries
- c) Are the following services offered electronically?
  - i. Check imaging;
  - ii. Deposit items imaging;
  - iii. Imaging of other items such as deposit tickets, credit and debit memos;
  - iv. Positive pay;
  - v. Bank Statements; and
- d) Are there any data items that cannot be reported intra-day electronically? If so, what are they?
- e) The awarded bank is required to provide, at no cost, a computer software link to the bank's computer database. Please include what type of training the bank would be able to provide.
- f) Does the bank have a USB token device or Password Generating Token that can be utilized in the on-line banking user authentication?
- g) Describe any additional services available electronically which could benefit and enhance the operations of the District.
- h) Does the bank have Mobile Bank App availability? If so, explain. Are transfers available between accounts?

**5.2.4 Positive Pay *Tab and label with response***

- a) Is Positive Pay service available? What is the recommended service deliver method? What is the hardware/software requirements? Does the bank provide automatic file receipt acknowledgements? If so, how?
- b) What is the banks deadline for transmitting files?
- c) What data format is required for the daily file for issued checks? Please see Attachments C and D for the District's current formats
- d) How does the district notify the bank of stop payment checks?
- e) What is the bank's policy on check fraud and liability for loss?
- f) How long are check images available online?
- g) Please provide a brief description of each positive pay service that the bank offers along with sample reports.
- h) How does the bank handle exception items? Is an image available? Is a daily listing offered? Are there defaults available for each account to return or pay?
- i) What is the timeline for reporting exceptions to the District?

## Purchasing Department

### 5.2.5 Investment Safekeeping *Tab and label with response*

- a) What are the financial institution's procedures if the completion of an investment transaction is delayed? How is lost interest income handled?
- b) What type notification is required by the District of an investment transaction?
- c) What is the cutoff time for making same day investment transactions?
- d) Is access provided to the District portfolio via your software? If so, what information is available?
- e) The awarded bank will be expected to provide monthly reports, which include portfolio pricing and analysis. Please provide a copy of a monthly report

### 5.2.6 ACH Payments and Direct Deposit Payroll System *Tab and label with response*

- a) What controls are in place at your bank to prevent file loss and duplicate transmissions? Does the bank provide automatic file receipts?
- b) What back-up systems are in place to insure continuous processing of ACH transactions in the event of a "disaster" at your operations? What is your institution's formal disaster plan? Has your operations center experienced such a "disaster" within the past two years and how quickly were back-up facilities activated? Please provide details.
- c) When will the ACH transactions need to be submitted to ensure availability of funds in the employee's account by 8:00 a.m. on payday? Will the funds ever be available before 8:00 a.m. on payday? How would your bank resolve a situation where employees' funds were not available at 8:00 a.m. on payday?
- d) Does your bank provide acknowledgments when it receives an ACH file? If so, what format is used and what information is given?
- e) Can a request be made to delete ACH transactions after file has been transferred? If so, what notification does the bank provide that transaction was deleted before funds were distributed?
- f) Does your bank require a pre-notification run? If so, how much lead-time would be necessary before direct deposit could be implemented?
- g) How does your bank handle ACH return items?
- h) Will ACH items (i.e. direct deposit funding requirement) be reported via the daily presentments reporting system? Will they be segregated from the check presentments for reporting purposes?
- i) Provide a copy the record layout for ACH payments.
- j) Discuss limits (transactions per day etc) IF applicable

### 5.2.7 Statement Advice and Reporting Frequency *Tab and label with response*

- a) Provide a sample account statement.
- b) The district requires the following items:
  - i. The month-end statement cycle will close on the last day of the calendar month;
  - ii. Within five (5) business days after the calendar month the awarded bank will furnish the District a statement reflecting the transactions occurring during the preceding month for all accounts, and
  - iii. Listing of deposits and withdrawals with detail and the amount of interest earned on interest-bearing accounts per month within five (5) business days after month end.
- c) Provide PDF imaging of disbursement checks (front and back).

### 5.2.8 Analysis *Tab and label with response*

- a) Provide a sample analysis statement. Any analysis fees will be paid by check.
- b) No fees are to be debited from an account.
- c) Within how many business days from month end will the analysis statement be available? When are the monthly fees due to the bank?

## Purchasing Department

### 5.2.9 Deposits *Tab and label with response*

- a) Provide a copy of the financial institution's availability schedule that will be used for the District. Will this be the only schedule used to determine availability during the term of this agreement? If not, please explain.
- b) What are the daily deadlines for checks deposited to receive availability and collected status according to the availability schedule? What is the availability schedule for electronically converted checks?
- c) Does the financial institution support a system whereby individual depositing entities are assigned a dedicated identification number for purposes of performing a deposit reconciliation? FCS currently utilizes this system for our School Nutrition Accounts.
- d) How will the financial institution provide notification of incoming wire transfers and ACH transactions?
- e) Reconciliation of deposit. If there is a discrepancy between our deposit ticket and the amount of our deposit included,
  - i. How will you communicate the difference to us and,
  - ii. How quickly?
- f) FCS is currently not utilizing electronic check conversion, but we reserve the right to add this service in the future. Can the bank provide scanning equipment or Magnetic Ink Character Recognition ("MICR") equipment for electronic check conversion? Is there a fee associated with equipment use? Please add fees for this service to the bottom of the Fee Proposal Form in the area provided.

### 5.2.10 Returned Items *Tab and label with response*

- a) Provide the financial institution's policies and procedures for processing returned items. Include the following:
  - i. Can all items returned for insufficient funds be automatically processed a second time?
  - ii. How and when will the District be notified of the number of returned items?

### 5.2.11 Controlled Disbursement *Tab and label with response*

- a) Is controlled disbursement information accessible for first and second presentments?
- b) What time is total disbursement information available?

### 5.2.12 FDIC Fees *Tab and label with response*

- a) How are fees associated with compliance with FDIC regulations treated?  
(These fees (if any) need to be included in the Fee Proposal Form. The District will not pay any fees not included in the Fee Proposal Form.)
- b) Describe how the financial institution calculates the amount of FDIC fees and when remittance is required.

### 5.2.13 Daylight Overdrafts, Overdrafts *Tab and label with response*

Briefly discuss the financial institution's policies on daylight overdrafts and overdrafts. Include the following:

- a) How does the financial institution identify daylight overdrafts? Is your system real-time and does it consider deposits, incoming and outgoing wire transfers, ACH transactions, maturing investments and checks presented?
- b) Will the District's account be impacted by daylight overdrafts provided adequate funds are always available to cover any clearing item?

### 5.2.14 Stop Payments *Tab and label with response*

- a) Briefly explain your financial institution's stop payment procedures. Include time constraints, whether requests can be made electronically and/or via telephone and when written notification is provided.
- b) When will a stop payment request take effect and how long will it be in effect?
- c) Does a stop payment have to be re-submitted after a specified period?



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### 5.2.15 Other *Tab and label with response*

Please indicate your concurrence with, or exception to, the following additional criteria:

- a) Please detail your Bank's policy for cashing payroll checks for employees who do not bank with your institution.
- b) While individual schools do not keep "petty cash", there require and ability to cash checks made payable to school personnel for certain school-based activities. Please discuss your capabilities in this regard.
- c) The awarded bank must designate one senior staff person who will serve as the District's designated account representative or relationship manager for purposes of questions and problem resolution throughout the life of the contract, for all accounts and services. In the event the relationship manager is not available, a backup person is to be designated for customer service. The awarded bank must have expertise on its staff to provide a full range of banking services to the District as requested. Please enclose resumes and job descriptions for all key account executives designated to service this account.
- d) The awarded bank will have a dedicated customer service group that the local schools may call to stop payment on checks or make other inquiries on their accounts. This group shall also provide assistance as required by the central office staff of FCS. A primary contact will be designated in this group. This primary contact will be accessible for questions between the hours of 8 am to 4 pm EST. Please identify where this customer service group will be located, number of available staff, access to staff and any other pertinent customer service-related information.
- e) The District shall have scheduled yearly meetings with the awarded bank to discuss quality of service and available services, which could benefit cash management of the District. Please discuss your approach.
- f) **Branch Locations-** please provide all branch locations within servicing distance of the schools and offices of FCS.
- g) **Credit Cards-** Please discuss credit card formats and options

### 5.2.16 Relationship Support and Ethical Standards *Tab and label with response*

Identify and describe any litigation or investigations by a regulatory authority of the Bank within the last three years.

### 5.2.17 Measure of Quality of Service *Tab and label with response*

Describe how the financial institution measures and evaluates quality of service. If done, what were the results of the most recent evaluation? Describe how the financial institution intends to provide consistently high quality of service to the District and what measures will be taken if level of service falls below most recent evaluations. **Include methodology for escalation protocols related to customer service issues.**

### 5.2.18 Other Available Services *Tab and label with response*

Please describe any other relevant services that the bank offers that could benefit FCS

## 5.3 Minimum Qualifications *tab and label with response*

By Signing the Contract Page, Firm attests that it meets the following qualifications at a minimum:

- a) Be a banking corporation incorporated under the laws of the State of Georgia or the United States;
- b) Local branch(s), preferred.
- c) Proposer must provide the method of determining interest rates and calculations of interest earnings;
- d) Must submit financial statements for the past three fiscal years;
- e) Must submit one copy of each of the last four quarterly call reports (Consolidated Report of Condition and Income required to be filed by the Federal Financial Institution Examination Council);



## Purchasing Department

- f) Must have a designated account representative or relationship manager assigned to the FCS and in the event the relationship manager is not available; a backup person is to be designated for customer service.
  - g) Have expertise on its staff to provide a full range of banking services to FCS as requested.
  - h) By submitting a proposal, the Proposer certifies it has read and understands this RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed.
- 5.4 Training-** Please discuss your approach for all training considerations your offer includes for the services of the SOW, including but not limited to format (type and location), methodology, on-going resources, etc.
- 5.5 Value Added-** Please provide on a separate page and labeled any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract. FCS is the sole determinant regarding actual value added propositions.

*Tab and label with response*

### **6.0 BID FORM AND COST NOTES**

- 6.1 Cost and Fees-** Please submit with your proposal a document entitled “Costs and Fees” which shall detail all cost related considerations that would apply for the banking services detailed herein. If there are “options” from which FCS could select, then please detail accordingly. This is your opportunity to detail ALL related costs and fees and FCS will analyze these costs within the cost portion of the RFP.
- 6.2** All relevant cost considerations should be noted on these Forms, as FCS will not consider additional costs after award.

### **7.0 PROPOSAL EVALUATION**

#### **7.1 Organization and Completeness of Proposal**

Proposal must provide straightforward, concise proof of offeror’s capabilities to satisfy RFP requirements. For ease of review, responses must be organized in the exact same order as the RFP or as stipulated in the RFP. Each section should be labeled and any additional documents provided by the vendor must reference the appropriate section of the RFP. All requested information must be included and all forms completed in entirety. Any proposals that do not include all required information may be considered non-responsive and disqualified.

#### **7.2 Evaluation Procedures – Review of Proposals**

A committee will evaluate the proposal responses based on qualifications, relevant experience, responsiveness of proposers, as well as the estimated cost of the engagement. Cost will not be the sole determining factor in the award.

**Final score will be the sum of the non-cost elements as specified and cost.**

**Cost Evaluation Formula:** (Lowest Price/R-where “R” represents the cost of proposal currently being ranked) x Points = Score.

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## Purchasing Department

**THE CONTRACT AGREEMENT MUST BE COMPLETED BY THE OFFEROR AND RETURNED WITH THE PROPOSAL PACKAGE.**

### **P23-01 - CONTRACT AGREEMENT**

We have carefully examined and fully understand the General and Special Terms and Conditions and related documents in providing **Banking Services** to the Forsyth County School System and do agree to all terms and conditions by so signing this document.

Withdrawals, cancellations, etc., will not be accepted unless the Purchasing Coordinator gives authorization. In the event vendors fail to comply, they may be removed from the vendors' list.

---

Company Name

---

Representative's Signature  
(Must be signed in ink)

---

Address

---

Representative's Name  
(Please type or print)

---

City, State, and Zip Code

---

E-Mail Address

---

Date

---

Telephone Number and Extension

---

Terms (If payment terms are not indicated,  
will be determined to be net 30 days).

---

Fax Number

PLEASE INDICATE YOUR LEAD TIME UPON RECEIPT OF PURCHASE ORDER:

---

**PRICES MUST REMAIN FIRM FOR ONE YEAR FROM DATE OF AWARD.**

**Signing the Contract Agreement affirms that the original RFP document has not been altered in any way.**

**Upon notice of Award, this page will become the prevailing Contract Agreement between your organization and the FCS.**

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## Purchasing Department

### RFP P23-01 Contractor Questionnaire

#### (Section 5.1 of Special Terms and Conditions)

*Questionnaire information will be utilized in the evaluation of this Bid. Vendors must include all information requested. Failure to do so will reflect negatively in evaluation and may result in your submission being deemed "non-responsive".*

Company Name:\_\_\_\_\_

Years in Banking Business\_\_\_\_\_

# of Permanent Employees:\_\_\_\_\_

# of Employees Assigned to FCS for this Contract:\_\_\_\_\_

What is your response time for emergency servicing or corrections?\_\_\_\_\_

How many Comparable Contracts do you currently have in Georgia?\_\_\_\_\_

How many of these Contracts are: Government\_\_\_\_\_

K-12 Education\_\_\_\_\_

Please list any School Systems with at least 20K Students that your company currently services:\_\_\_\_\_

Where is the location of your nearest service facility? Please provide location and # miles from Cumming Ga)?\_\_\_\_\_

Has your company ever failed to comply with any contract awarded? (Explain if yes)?\_\_\_\_\_

Has your company ever lost a contract to any government entity based on poor performance or breach of contract (Explain if yes)?\_\_\_\_\_

Is your company currently suspended or debarred from any government entity? (Explain if yes)?\_\_\_\_\_

Are there any judgments, claims, legal proceeding or law suits pending or outstanding against your company or any of its officers (Explain if yes)?\_\_\_\_\_

Is your company currently in bankruptcy proceedings or has it filed for bankruptcy in the past five years? (If Yes, please explain)\_\_\_\_\_

Do you perform Background Checks on the Service Techs that may be assigned to this contract, if so please detail the type of check (GCIC, NCIC etc)?\_\_\_\_\_

Do you perform drug test on the Service Techs that may be assigned to this contract?(At Hire, Random, or Both)?\_\_\_\_\_

Please list any additional certifications, awards or recognitions that you feel would benefit FCS in the award and execution of this contract:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FORSYTH COUNTY SCHOOL SYSTEM

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## Purchasing Department

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (**Forsyth County School System**) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
**Federal Work Authorization User Identification Number** (4-6 Digits, no letters)

\_\_\_\_\_  
**Date of Authorization** (of E-Verify authorization)

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Project/Contract Number/Purchase Order Number**

\_\_\_\_\_  
**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME**  
**ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires:  
\_\_\_\_\_

# FORSYTH COUNTY SCHOOL SYSTEM

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## Purchasing Department

### Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (\_\_\_\_\_) on behalf of **(Forsyth County School System)** has

***Name of Contractor***

registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
**Federal Work Authorization User Identification Number** (4-6 Digits, no letters)

\_\_\_\_\_  
**Date of Authorization** (of E-Verify authorization)

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name of Project/Contract Number/Purchase Order Number**

\_\_\_\_\_  
**Name of Public Employer**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_, 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME**

**ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.**

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_