



Request for Proposal #: RFP 102-358

Banking Services

Date of Issue: April 22, 2025

Proposal Opening Date: May 21, 2025

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Heather Maples

Procurement Coordinator

Email: hmaples@isothermal.edu

Phone: 828-395-1451



Request for Proposal

102-358

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential,** before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Division of Isothermal Community College

Refer <u>ALL</u> Inquiries regarding this RFP to: Heather Maples – Procurement Coordinator 828-395-1451	Request for Proposal #: 102-358
	Proposals will be publicly opened:
Using Agency: Isothermal Community College	Commodity No. and Description: 841215 (Banking Services)
Requisition No.: N/A	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Isothermal Community College)

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1.0 PURPOSE AND BACKGROUND

Isothermal Community College is seeking proposals from qualified financial institutions to provide comprehensive banking services that support the College's operational and financial needs.

The purpose of this RFP is to establish a banking partnership that ensures reliability, competitive pricing, and superior customer service while complying with all applicable local, state, and federal regulations. Through this process, ICC aims to enhance its financial operations, optimize cash flow management, and maintain fiscal responsibility in support of its educational mission.

Isothermal Community College (ICC) is a public, two-year community college located in Spindale, North Carolina. Established in 1964, ICC serves the residents of Rutherford and Polk counties, offering a variety of academic programs, workforce development opportunities, and community services. The college is committed to providing affordable and accessible education to a diverse student body, with programs in liberal arts, health sciences, business, technology, and more. ICC is dedicated to fostering student success, lifelong learning, and economic development in the region.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the College shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The College will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the College reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the College determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The College may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the College rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions

or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The College may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The College will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	College	April 22, 2025
Hold Pre-Proposal Meeting/Site Visit	College	May 6, 2025 @ 10:00 AM, EST
Submit Written Questions	Vendor	May 8, 2025 @ 2:00 PM, EST
Provide Response to Questions	College	May 9, 2025 (Anticipated)
Submit Proposals	Vendor	May 21, 2025
Contract Award	College	June 2, 2025 (Anticipated)

2.5 PRE-PROPOSAL CONFERENCE

Urged and Cautioned Pre-Proposal Conference

Date: May 6, 2025
 Time: 10:00 AM, Eastern Time
 Location: Isothermal Community College
 Administration Building
 Auditorium – Room 127
 286 ICC Loop Road
 Spindale, NC 28160
 Contact #: Heather Maples – 828-395-1451

Instructions: Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory site visit is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to hmaples@isothermal.edu by the date and time specified above. Vendors should enter "RFP #102-358: Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the College's response, and any additional terms deemed necessary by the College will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
PROPOSAL NUMBER: 102-358 – Banking Services Isothermal Community College Attn: Heather Maples P.O. Box 804 Spindale, NC 28160	PROPOSAL NUMBER: 102-358 – Banking Services Isothermal Community College Attn: Heather Maples – Business Office 286 ICC Loop Road Spindale, NC 28160

CAUTION: For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the College's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

a) Submit

- ❖ One (1) signed, original executed proposal response
- ❖ Five (5) paper copies
- ❖ One (1) USB of the ORIGINAL PROPOSAL and a REDACTED COPY

b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

c) Copies of proposal files must be provided on separate read-only CD's, DVD's or flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume Three Technical [and Cost] Proposal– Redacted Copy”.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the College rejecting Vendor’s proposal, in the College’s sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the RFP Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Vendor’s Proposal addressing all requested information included in Sections 4.5-Experience, 4.6-References, and 4.10-Items for Vendor’s response.
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed version of ATTACHMENT B: ACKNOWLEDGEMENT OF ADDENDUMS
- g) Completed version of ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT F: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award.. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

Evaluation Criteria	
Financial Institution's Qualifications & Experience	25 Points
Proposed Banking Services	20 Points
Cost of Proposed Banking Services	20 Points
Support	15 Points
References	10 Points
Proposed Implementation Schedule	10 Points
Total	100 Points

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the College. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.5 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT F: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The College shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

4.6 BACKGROUND CHECKS

The College may require any personnel or agents of the Vendor performing services under a contract resulting from this RFP to undergo a background check, at the Vendor's expense.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the College. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The College will approve or disapprove the requested substitution in a timely manner. The College may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the College may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the College under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 ITEMS FOR VENDOR RESPONSE

In its proposal, Vendor shall respond to each of the following items contained herein. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

Proposed Banking Services

1. Provide a detailed description of how your institution will deliver the requested banking services, including payment processing, account management, reporting, and any other services outlined in this RFP, to effectively meet the College's needs.
2. Describe the banks disaster recovery procedures.
3. Describe the banks means for providing electronic access to all College accounts.
4. Provide any sample statements, etc., that may be useful in reviewing the proposed services.
5. Other information, services, etc., for proposed services

Unavailable Services

1. Please provide a detailed list of any of the services requested that your institution is unable to provide.

Implementation

1. **Implementation Experience:** Please provide detailed responses to the following questions regarding your financial institution's experience implementing banking services for institutions similar in size and scope:
 - a. Describe your experience in providing banking services to public sector clients, including higher education institutions, municipalities, or other governmental entities.
 - b. Describe your experience integrating with higher education ERP systems (e.g., Ellucian Colleague).
 - c. How many new client implementations has your organization successfully completed in the last three years? Please indicate which, if any, were for institutions similar in size and complexity.
 - d. Do you have a dedicated implementation team or project manager? Please describe the team members and their roles during the implementation process.
 - e. What level of involvement is required from the client during implementation?
2. **Proposed Implementation Timeline:** Please include a detailed implementation plan that outlines the following:
 - a. A proposed timeline from award to full implementation of services.
 - b. Key milestones in the implementation process (e.g., contract execution, account setup, training, system integrations, testing, and go-live).
 - c. Estimated duration of each milestone and any dependencies that could impact the timeline.
 - d. Describe your approach to transition planning and how you minimize disruption to the client's ongoing operations.
 - e. What contingency plans are in place in the event of delays or unexpected issues?
 - f. What training and support will be provided to staff before, during, and after implementation?
3. **Implementation Fees:**
 - a. Detail any specific costs relating to the implementation, including any expenses the financial institution may incur for programming, IT Setup, or other integration efforts required to ensure the new system works with existing systems.

Ongoing Support

Post-implementation, ongoing support is critical to Isothermal Community College. Provide information for how your firm will provide support, including:

1. **Banking Support:**

- a. Describe how relationship management works and escalation protocols.
 - b. Where is the banking support located?
2. **Technical Support:**
- a. Describe the availability of your firm's dedicated support team.
 - b. How does the ICC Business Office Team interact with this support?
 - c. Provide specific SLA response times for issues encountered.
 - d. Where is the technical support located?
3. **Training Beyond Implementation:**
- a. Specify the frequency and availability of refresher training for ICC staff.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF SERVICES

5.1 GENERAL

Below are specific requirements to be provided in the banking service contract.

5.2 SPECIFICATIONS

Qualifications – The bank must be chartered to operate in North Carolina, have branch offices within the geographic boundaries of Isothermal Community College, and be insured by the FDIC.

The vendor certifies that they currently maintain a branch in Forest City, Rutherfordton, or Spindale, NC. Furthermore, the Offeror agrees that any contract resulting from this RFP shall be null and void if their only local branch closes.

- ❖ All accounts Shall be considered Public Funds accounts and will be collateralized using the pooling method.
- ❖ NC Dept. of State Treasurer guidelines for official depositories of college funds must be adhered to. These guidelines may be found at:
 - <https://www.nctreasurer.com/documents/files/fod/guidelines-official-depositories-state-funds/download?attachment>

Primary Relationship Manager – The bank shall provide the College with a primary relationship manager who will serve as a central point of contact, understand the needs of the College, and be able to offer recommendations for service improvements.

Isothermal Community College's Account Activity – The estimated account activity for **one-month** period for the College is as follows; however, the total number of transactions for any contract term is unknown:

Checks Deposited	138
Currency/Coins Deposited	4,000
ACH Items Deposited	175
Checks Written	525
Outgoing ACH Items	425
Average Daily Balance of Institutional and County Funds Checking Accounts	\$3,187,912

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

Item #	Specifications
1	<p>The institution must be able to provide the following deposit accounts:</p> <ul style="list-style-type: none"> ❖ Institutional Funds – Checking ❖ County Funds – Checking ❖ State Tuition – Funds swept to NC DST daily ❖ State STIF account – Funds Swept to NC DST daily ❖ ACH/Direct Deposit: Account will generally maintain a zero balance except when ACH and Direct Deposit transactions are processed.
2	The institution must be a registered financial institution with regulatory oversight from the Federal Reserve, FDIC, OCC, or a comparable national regulatory body ensuring compliance with banking laws and financial best practices.
3	The institution must have a demonstrated ability to handle high-volume, complex payment processing securely and efficiently.
4	<p>The institution must have branch offices within the geographic boundaries of Isothermal Community College</p> <ul style="list-style-type: none"> ❖ The vendor certifies that they currently maintain a branch in Forest City, Rutherfordton, or Spindale, NC. Furthermore, the Offeror agrees that any contract resulting from this RFP shall be null and void if their only local branch closes.
5	Accounts must be able to accept deposits, including cash and change and ACH deposits and wire transfers.
6	Accounts must be able to provide the college with the capability to transmit 2 monthly payrolls electronically and E-check files periodically to be processed as outgoing direct deposit through ACH; preferably funds for these outgoing ACH payments to be deposited by the College the day before the process date.
7	ACH Activity Report preferred to be e-mailed. (if you don't email your ACH Activity Report, please describe how the College would gain access to these reports.)
8	Accounts must allow funds to be drafted via ACH for payroll taxes, etc.
9	Accounts preferred to provide a UPIC account for incoming ACH deposits or a functionally similar option that allows the College to accept ACH Deposits without using live banking account information.
10	Accounts must offer, Positive Pay for checks, ACH Fraud Control and wire transfer functionality.
11	Bank must provide a monthly statement for all accounts by the 5th of the subsequent month.
12	Cleared checks that appear on monthly statements must be in numerical order.
13	Monthly account analysis report that shows overall activity in all accounts with all associated fees. The report must itemize monthly activity charges and the computation of the Bank's net monthly earning on average collected balance.

14	Provide all deposit slips; include charges, if any, on the Fee Schedule.
15	Provide locking bank bags. Please provide the cost of locking bank bags on the Fee Schedule.
16	Financial Institution must provide the following: <ol style="list-style-type: none"> 1. On-line account management services: <ol style="list-style-type: none"> a. Stop payments b. Bank transfers c. Daily activity on all accounts d. Provide minimum of seven years for cleared checks with images e. Provide approve/reject for ACH fraud control items presented f. Provide approve/reject for Positive Pay items presented
17	The College will make every effort to assure that collected funds in the bank are equal to or exceed the gross amount of check(s) issued. However, if an unintentional overdraft condition occurs, all valid checks presented for payment shall be paid.
18	The College shall be notified each day via email regarding deposited items returned for non-payment. The bank shall re-deposit NSF checks a second time prior to debiting the College's account and returning the check to the College. Checks re-deposited shall be clearly stamped with a notation that this action has taken place. The check should be returned to the College if not honored on the second attempt. All return checks, debit memos or credit memos will be charged to the College's Institutional Funds Account, if possible.
19	Institution must maintain Fraud Protection and security measures on all accounts. Institution must provide a summary of these measures to the College upon request.
20	The Bank must maintain a current disaster recovery plan including specific plans related to serving the College in the event of a disaster.
21	The Bank must certify that they provide a current SOC upon request.
22	Other Preferred Services: <ol style="list-style-type: none"> 1. Maintain a branch in Columbus, NC 2. Provide an ATM on the College's main campus located in Spindale, NC 3. Participate in any "bank days" or other activities the College sponsors to encourage students to establish a bank relationship and to sign-up for e-checks/direct deposit as offered by the College. 4. Offer services to Isothermal Community College Foundation, Inc. (a separate, supporting 501c3), under the same services and fee structure as the College.

CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER

The Vendor shall be required to designate and make available to the College a contract manager. The contract manager shall be the College's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

	Contract Manager Point of Contact
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the College, shall be required to meet periodically monthly with the College for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The College encourages the Vendor to identify opportunities to reduce the total cost the College. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

The College shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the College shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the College may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the College, at the option of the College, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the College or its designees. If the College exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The College shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the College shall

be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: Cost Proposal

Complete and return the Pricing associated with this RFP, which can be found in the table below:

Monthly Fee Type	Fee Charged (enter \$0, if no charge)	Number of Accounts Subject to Fee
Account Maintenance Fee		
Online Access Fee		
UPIC Monthly Maintenance		
Positive Pay Monthly Maintenance		
ACH Fraud Control Monthly Maintenance		
Monthly Support		
List Any Other Monthly Fees Below:		

Transaction Costs	Fee Charged (enter \$0, if no charge)	Number of Accounts Subject to Fee
Per Deposited Item		
Per Coin/Currency Deposited Item		
Per Deposited ACH Item		
Fee Per Check Paid		
Check Image Per Check		
Outgoing ACH Fees Per File		
Positive Pay Charge Per Check		
Stop Payment		
Outgoing Wire Transfer		
Incoming Wire Transfer		
ACH Fraud Control Exceptions		
Returned Deposit Item Charge		
ACH Return/Notification of Change		
Positive Pay Exception Charge		
List Any Other Transaction Costs Below:		

Money Market Account	
Please provide your current money market Interest rate.	
Is there a minimum balance requirement for your money market account? If so, what is the minimum required?	
Are there any other requirements regarding your money market accounts?	

Please describe whether accounts are eligible for Earnings Credit Allowance, Interest Income, or both.

Please Provide Rate on Below Items:	Rate
Earning Credit Allowance	
Usage Rate Based on Balances	

Do You Utilize Locking Bank Bags?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Cost per Locking Bank Bag	\$	

Implementation Fees Per Section 4.9 (List any specific costs relating to implementation)	
	\$
	\$
	\$
	\$
	\$
	\$
	\$

ATTACHMENT B**ACKNOWLEDGEMENT OF ADDENDUMS****RFP 102-358****Banking Services**

The Purchasing Department will post addendums (if any) through <https://evp.nc.gov/>. It is the vendor's responsibility to periodically visit the North Carolina Electronic Vendor Portal to check for addendums, **both before the due date and prior to submitting a response.**

IF AN ADDENDUM WAS ISSUED:

By signing below, I acknowledge:

1. I have received the addendum as indicated below.
2. My submittal reflects the changes to the specifications/scope of work.
3. My submittal includes the most recently revised forms:

Addendum No. 1	Dated:	Addendum No. 6	Dated:
Addendum No. 2	Dated:	Addendum No. 7	Dated:
Addendum No. 3	Dated:	Addendum No. 8	Dated:
Addendum No. 4	Dated:	Addendum No. 9	Dated:
Addendum No. 5	Dated:	Addendum No. 10	Dated:

IF NO ADDENDUM WERE ISSUED:

By signing below, I acknowledge that I reviewed the North Carolina Electronic Vendor Portal on _____ and did not see any addendums listed for this solicitation.

(date)

Business Name:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	

ATTACHMENT C: INSTRUCTIONS TO VENDORS - **Not Required to be Returned****

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

ATTACHMENT D: NORTH CAROLINA GENERAL TERMS & CONDITIONS - **Not Required to be Returned****

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

ATTACHMENT F: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

<https://ncadmin.nc.gov/media/15503/open>

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

ATTACHMENT H: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****