



Muscogee County School District
Columbus, Georgia

REQUEST FOR PROPOSAL

For

Banking Services

RFP NUMBER 26-007

For all questions about this RFP contact:

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PROPOSAL CHECKLIST

This standardized checklist has been provided to assist the vendor with the submission of their proposal package. This checklist cannot be construed as identifying all required submittal documents for this project. Vendors remain responsible for reading the entire Proposal document to ensure that they are in compliance. Proposals may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind.

- Proposal Signature and Certification Form – all information completed and signed
- Exceptions or Deviations to Specifications – signed and/or information completed
- Other declarations
 - i. Contractor Affidavit Form
 - ii. Civil Rights Compliance and Non-Discrimination
 - iii. Debarment Form
 - iv. Non-Collusion Certification
- Financial Form – signed
- Sample Contract – provide a sample contract intended to use if awarded the contract
- Provide W-9 – completed and signed (if not a District registered vendor)
- Required Number of Copies of the Proposal.

1.0 INTRODUCTION

1.1 Objective – Purpose of Procurement

- B. This Request for Proposal (RFP) aims to secure a contract for banking services for the Muscogee County School District.

In using this method for solicitation, we are requesting your best effort in seeking the greatest value for our requirements. To be eligible for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected provider to meet all specifications and guidelines set forth herein, in addition to all applicable laws and regulations. Muscogee County School District (MCSD), at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by Muscogee County School District (MCSD).

- B. The laws of the State of Georgia shall prevail concerning all purchases of products and services under this RFP and subsequent contract(s). Venue shall be in the court of competent jurisdiction in Columbus, Muscogee County, Georgia. Several Georgia statutes proscribe jurisdiction and venue for different types of cases that involve state agencies. Any provision that requires legal action that would require travel by MCSD employees likely violates the Constitutional provisions noted above.

- C. Scope of Work

1. Account Structure and Interaction

The Muscogee County School District (MCSD) is requesting proposals from qualified financial institutions to provide banking services for its accounts, as outlined below. The District will maintain a structure of accounts designed to support daily operations, payroll, payables, employee benefits, and trust activities.

- i. **Operating Account** – Serves as the primary account for receiving deposits (except those legally required to remain separate), funding the two controlled disbursement accounts, and investing funds not needed for daily operations.
- ii. **Payroll Clearing Account (Controlled Disbursement)** – Used exclusively for managing and disbursing funds related to the District’s monthly and semi-monthly payrolls.
- iii. **Accounts Payable Clearing Account (Controlled Disbursement)** – Dedicated to the control and disbursement of funds for the District’s vendor and bill payment obligations.
- iv. **Flexible Spending Account** – Established to manage and disburse employee benefit funds related to the District’s flexible spending program.
- v. **Trust Accounts** – The District currently maintains 22 trust accounts for various purposes. These accounts are used to manage deposits, invest idle balances, and

process disbursements related to specific trusts. For administrative purposes, funds may periodically be transferred between trust accounts and the Operating Account.

- vi. **Outside Bank Accounts** – When necessary, the District may establish accounts at other bank branches to accommodate frequent deposits from remote school or office locations.

2. Method of Compensation for Services Provided

It is the intent of the school district to evaluate proposals using more than one compensation method in order to determine the most cost-effective arrangement. Respondents are therefore required to submit pricing under both of the following methods:

a. Earnings Credit Method (Account Analysis):

- i. The bank will prepare a monthly account analysis statement itemizing all services rendered and the associated charges.
- ii. Fees will be offset by an **earnings credit allowance** based on collected balances maintained by the District.
- iii. The proposal must specify the method used to calculate the earnings credit rate, frequency of crediting, and any reserve requirements.
- iv. Any charges not fully covered by earnings credit will be billed to the District, and any balances over will earn interest for the District.

b. Fee-Based / Direct Charge Method:

- i. The bank will provide a monthly invoice for services rendered, with all charges paid directly by the District, regardless of balances maintained.
- ii. Under this method, the District also expects to receive **interest earnings on collected account balances**. Proposals must describe how interest will be calculated and credited, including the rate basis (e.g., market index, tiered rate), frequency, and treatment of collected versus ledger balances.

Respondents may also describe any **alternative compensation methods** (e.g., flat monthly fees, bundled service packages, or hybrid models), provided they are clearly explained and supported by detailed cost information.

The District reserves the right to select the method that provides the greatest overall value and cost efficiency, based on both fees and interest earnings.

3. Banking Services Required by the School District

a. Banking Platform, Reporting, and Security

The bank must provide a secure, web-based online banking platform with the following features:

i. Account Information & Reporting

- a. Previous-day and intra-day balances and transactions.

- b. Notice of returned items and ACH returns.
 - c. Controlled disbursement reporting.
 - d. Real-time inquiry of cleared checks, deposits, and account activity.
 - e. Online statements and reporting with export capability, no later than 10 business days of the following month.
 - f. Ability to export transactional data to excel or csv.
 - g. Online imaging of all transactions in a searchable format, including checks, deposits, credit and debit memos, accessible for a minimum of seven years.
 - h. Ability to create custom reports with assistance from the bank at no additional cost
- ii. **Transaction Capabilities**
 - a. Initiate book transfers and wire transfers.
 - b. Initiate stop payments.
 - c. Approve payment of checks (Positive Pay).
 - d. Display ACH files for review and approval.
 - e. Remote electronic deposit of checks.
- iii. **Security and User Administration**
 - a. Multi-factor authentication and role-based security required.
 - b. Designated MCSD administrators must be able to add, delete, or modify users and their access levels.
 - c. Designated administrators: full access to manage users, initiate transfers, approve wires, and stop payments.
 - d. Ability to establish multiple levels of user access for approximately 15 users (e.g., view-only, initiator, approver).

b. Payroll and Accounts Payable Processing

- i. The District issues vendor payments preferably through ACH, though checks are also utilized as a primary method. Wire transfers are used as needed for certain transactions.
- ii. The District process payroll exclusively via ACH. The ACH direct deposit files for two payroll types (monthly and semi-monthly) and weekly accounts payable runs. Others as needed.
 - a) Ability to upload ACH files through secure site for processing by the bank.
 - b) Ability to process ACH files same day, on an as-needed but occasional basis.
- iii. Support for customer-maintained wire templates with safeguards against unauthorized wires; support for occasional non-repetitive wires.
- iv. MCSD will transmit check issue files with date, check number, amount, and payee.
 - a) Provide Positive Pay and Payee services for Accounts Payable. Discrepancies must be presented online for District review and pay/no-pay decision.
- v. The District requires the ability to block or restrict all external debit (“pull”) transactions on its accounts. No ACH debit entries may be processed unless the District has provided prior written authorization or has established pre-approved vendor authorizations with defined limits (e.g., vendor name, transaction type, and/or amount range)

- vi. Transfer collected balances each day from the Operating Account to the Controlled Disbursement Payroll, Accounts Payable and Flex Accounts.

c. Depository and Treasury Services

- i. MCSD over 50 locations make multiple deposits including checks, money orders, and cash on a weekly basis.
- ii. Deposit reconciliation is done by using unique location codes on deposit slips, with data sufficient to track and subtotal deposits by location.
- iii. Ability to accept electronic or wire deposits from outside entities or bank accounts.
- iv. Availability of funds
 - a) Same-day availability required for: items on depository, wire transfers, ACH deposits, cash, coupon payments, and security maturities.
 - b) Next-day availability for items on local institutions.
 - c) Other items per Federal Reserve requirements.

d. Credit and Card Services

- i. Provide approximately 10–15 corporate credit cards for authorized District use (to include fleet management cards).

e. Interest and Investment Services

- i. Trust Fund Accounts (currently 22):
 - a) No account maintenance fees.
 - b) No minimum balance requirements.
 - c) Interest calculated on entire balance.
 - d) Free transfers among trust funds and between trust funds and the operating account.
 - e) Monthly or quarterly statements required.
- ii. Pay a competitive market investment rate on all eligible accounts.
- iii. Provide safekeeping services for securities purchased by MCSD.
- iv. Provide, at the District's option, overnight repurchase agreements (REPOs) for excess funds:
 - a) Fully collateralized with U.S. government/agency obligations.
 - b) Bank responsible for safekeeping.
 - c) Execution of PSA Master Repurchase Agreement required if used.

f. Additional Services & Supplies

- a. Provide night deposit bags, zipper bags, coin wrappers, and related supplies at no additional cost.
- b. MCSD will purchase checks, deposit slips, and endorsement stamps separately, using bank specifications.
- c. Provide safe deposit box at branch nearest 2960 Macon Road, Columbus, GA.
- d. Designate a relationship manager as the District's primary contact.

g. Records Access & Audit Cooperation

- a. Provide reasonable access to bank records upon authorization by MCSD's CFO.
- b. Access to be granted to MCSD internal and external auditors, and State/Federal auditors as directed by MCSD.

1.2 Background

- A. The Muscogee County School District is the public school system serving the Columbus, GA area. There are currently 56 schools and alternative centers educating over 30,000 students. The Muscogee County School District is the area's largest employer-after neighboring Ft. Benning-with approximately 5,000 employees.
- B. The District currently maintains approximately 50 locations throughout the county. Most of these locations have some cash collections operations. Each of the schools has two depositing entities (i.e., School Nutrition Program and Activity Fund). Annual cash flow for the fiscal year ending June 30, 2025 was approximately \$550 million and extensive banking services are required to effectively manage the financial operations of the school district. Cash not needed for current operations is invested in a variety of instruments including bank CD's, government securities, and Georgia Fund 1. The terms of these investments range from one day to fourteen years. These investments are placed by competitive bid and are not part of the banking services discussed herein.

1.3 Schedule of Events

This Request for Proposal will be governed by the following schedule:

<u>October 10, 2025</u>	Release of RFP
<u>October 22, 2025</u>	Deadline for Written Questions
<u>October 24, 2025</u>	Answers to all Written Questions Posted on the MCSD Website
<u>November 12, 2025</u> <u>@ 1:00 PM</u>	Proposals Due
<u>TBD</u>	Oral Presentations (if required)
<u>TBD</u>	Negotiation Period (if required)
<u>December 15, 2025</u>	Contract Awarded (at Board Meeting)
<u>TBD</u>	Contractor Begins Work

1.4 Restrictions on Communications with Staff

A. All questions about this RFP must be directed in writing to:

Aileen Arrighi
Purchasing Manager
Muscogee County School District
2960 Macon Road
Columbus, GA 31902
Office: 706-748-2352
Arrighi.Aileen@muscogee.k12.ga.us

- B. No other MCSD employee shall be contacted regarding this RFP. The school district reserves the right to reject the proposal of any proposer violating this provision. If any vendor finds discrepancies or omissions in this RFP or is in doubt as to the meaning of a particular requirement, submit notifications and questions in writing or via e-mail for interpretation, correction, or clarification. Only written questions and written answers regarding this RFP shall be binding. Answers will be posted to the MCSD website after that date.
- C. Procedures for formal protests of RFPs are available at www.muscogee.k12.ga.us> Vendors > Additional Information.

1.5 Contract Term

- A. The initial contract term is for one year, renewable annually. Renewals shall be based on the fiscal year and shall depend upon funding, contractor performance, and agreement by both parties.
- B. In compliance with State of Georgia law, O.C.G.A. 20-2-506, the contract shall terminate absolutely and without further obligation at the close of the calendar year. The contract shall automatically renew, unless positive action is taken by the school system, and shall terminate at the end of the contract period.
- B. Georgia law at OCGA s 20-2-506 contains very specific provisions regarding the limited authority of school boards to enter into contracts whose terms could financially obligate future boards of education. Boilerplate or standard termination clauses, therefore, are often problematic for the MCSD. A board of education cannot unreasonably financially obligate a future board of education. The terms of the law will be summarized below, as a thorough discussion of the requirements is outside of the scope of this document. Under certain conditions, school systems may enter into multi-year lease, purchase, or lease-purchase contracts, and these contracts may be used to acquire construction project sites or buildings, or for other purposes. Each such contract must terminate at the end of the calendar year in which the contract was entered into, and at the end of each succeeding calendar year. The contract may provide that it shall be automatically renewed for each successive year unless the school system takes affirmative steps to terminate the contract. The contract must contain a clear statement of the school system's total financial obligation for the original and each succeeding calendar year. Except for guaranteed energy savings contracts, the total value of all such contracts for any calendar year may not exceed 7.5 percent of the total local revenue collected

in the most recently completed fiscal year. Failure to comply with the specific requirements of the code section can make the contract void.

2.0 TERMS AND CONDITIONS

2.1 Muscogee County School District Reserves the Right to:

- A. Waive formalities and technicalities in any proposal.
- B. Reject any and/or all proposals wherein its judgment will be in the best interest of the school district.
- C. Accept the proposal that in its judgment will be in the best interest of the school district.
- D. At its option, award on an individual component or a lump sum basis.
- E. Award this contract to the vendor who in the school district's opinion is most responsive and responsible, and will perform in the best interest of the school district.
- F. Cancel or amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Muscogee County School District website at www.muscogee.k12.ga.us. Proposers are encouraged to check this website frequently.
- G. Determine whether or not a product is equal or equivalent to specifications.
- H. Retain proposals and all submitted documentation.

2.2 Proposal Period

- A. All proposals must be valid for at least 90 days after the proposal due date.
- B. A submitted proposal may be withdrawn prior to the due date by a written request to the Director of Purchasing. A request to withdraw a proposal must be signed by an authorized individual from the vendor's company.

The cost for developing and delivering the proposal is the sole responsibility of the proposer.

2.3 Contract

- A. The proposer shall submit, as part of its proposal, a sample copy of its standard contract(s), agreements, and/or terms and conditions that would govern the provision of banking services if awarded. MCSD recognizes that financial institutions operate under regulatory requirements and industry-specific contract structures; therefore, the District will give full consideration to the bank's standard documents.
- B. Following award, the District and the selected bank will enter into good-faith negotiations to finalize the contractual agreement(s). MCSD reserves the right to request reasonable

modifications necessary to ensure compliance with applicable federal and state laws, Board policies, and public entity requirements. If contractual differences cannot be resolved, the District reserves the right to cancel the award.

- C. The proposer shall disclose in its proposal whether it anticipates using any affiliates, subcontractors, or third-party service providers in the performance of services under this agreement. The bank will remain fully responsible for all services provided, regardless of subcontracting arrangements.
- D. A completed IRS Form W-9 must accompany all contractual documents. Payments (if applicable) will be subject to IRS backup withholding requirements if a valid W-9 is not provided.
- E. The District will enter into this contract with the awarded financial institution as a corporate entity. Individual employees or retirees from the Georgia Teachers Retirement System (TRS) are not considered parties to this agreement. Should the awarded institution employ individuals who are TRS retirees, the institution will be solely responsible for compliance with TRS requirements and any associated liabilities. The institution shall indemnify and hold harmless MCSD, its officers, officials, representatives, agents, and employees, from and against any claims arising from such employment relationships.

2.4 Equal Opportunity Policy

Vendors shall abide by the school district's non-discrimination policy (DJED). The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor shall take appropriate action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training. It is the further policy of the Board to ensure equal opportunity for minority-owned businesses and minority professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

2.5 Non-Collusion Certification

- A. The proposer shall certify that the price(s) and amounts of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, proposer, or potential proposer. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, has been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before contract award. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other forms of complementary proposal. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

- B. The proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. The proposer understands that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

2.6 Debarment Certification

The proposer shall certify and swear that neither this vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

2.7 Georgia Security and Immigration Compliance Act of 2006 Certification

The proposer shall certify that the proposer and any subsequent subcontractors have registered with and are participating in a federal work authorization program as outlined in the O.C.G.A. 13-10-91.

2.8 Insurance

The awarded contractor shall furnish to the MCSD a Certificate of Insurance demonstrating compliance with the following coverages:

- Fidelity/Crime Insurance covering employee dishonesty, fraud, and theft.
- Professional Liability / Errors & Omissions Insurance covering negligent acts or errors in the provision of banking or investment services.
- Cyber Liability / Data Security Insurance covering breaches of confidential information and network security events.
- Bankers Blanket Bond or similar coverage for public funds (if applicable).
- Commercial General Liability and Auto Liability, if proposer provides armored car or courier services.
- Excess / Umbrella coverage (if applicable).

The certificate shall include coverage limits and policy periods and shall name the Muscogee County School District as an additional insured where appropriate.

Coverage Type Minimum Limits / Requirements Notes / Additional Requirements

A. FIDELITY / CRIME INSURANCE

- Sufficient to cover the District's maximum deposit.
- Covers employee dishonesty, fraud, exposure (suggest \$10 million or as applicable) forgery, and theft of funds.

B. PROFESSIONAL LIABILITY / E&O

- \$5,000,000 per occurrence
- \$5,000,000 aggregate (adjust as appropriate)

- Covers negligent acts, errors, or omissions in providing banking or investment services.

C. CYBER LIABILITY / DATA SECURITY

- \$5,000,000 per occurrence
- \$5,000,000 aggregate
- Covers data breaches, network security failures, notification of costs, regulatory fines, and business interruption.

D. BANKERS BLANKET BOND / PUBLIC FUNDS BOND

- Equal to or exceeding the District's maximum deposit exposure.
- Covers fraud, embezzlement, and related risks for public funds.

E. COMMERCIAL GENERAL LIABILITY (CGL)

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- Only required if providing physical services such as armored car / courier service.

F. AUTOMOBILE LIABILITY

- \$1,000,000 combined single limit
- Only required if providing bank-owned vehicles or courier services.

G. EXCESS / UMBRELLA LIABILITY

- \$5,000,000 per occurrence
- Provides additional coverage above primary limits; recommended but optional.

H. WORKERS' COMPENSATION

- Only required if providing on-site services with employees physically present at District locations.

I. The contractor shall indemnify and hold harmless the Muscogee County School District, its officers, officials, representatives, agents, and employees, from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, except where caused by the active negligence, sole negligence or willful misconduct by the Muscogee County School District. This hold harmless clause is in no way an admission of liability on the part of the Muscogee County School District, or any of its agents, representatives, or employees.

J. The MCSD cannot enter into an agreement whereby it agrees to indemnify or hold harmless a vendor or other third party. This language typically looks like "agrees to hold harmless from any liability, personal injury, or property damage arising out of the performance..." There are three legal principles that come into play here. First, indemnification provisions have been held by Georgia courts to be an unauthorized attempt to waive the State's sovereign immunity. An opinion of the Georgia Attorney General (AG) counsels that an unauthorized attempt to waive sovereign immunity through an indemnification agreement in a contract would be ultra vires and void. 1980 Op. Atty. Gen. 80-67. The Georgia Supreme Court has held that an indemnification clause is invalid where the governmental entity didn't have express statutory

authority to waive its sovereign immunity. *CSX Transp., Inc. v. City of Garden City*, 588 S.E.2d 688 (Ga. 2003). Second, an indemnification violates Georgia's Constitutional ban on gratuities. The Georgia Constitution does not allow any donation or gratuity or the forgiving of any debt owed to the public. Ga. Const. Art. III, s VI, Para VI (a). The Georgia AG has issued an opinion expressly stating that indemnification provisions are gratuitous undertakings in violation of the gratuities clause. 1980 Op. Atty. Gen. 80-67. Third, the Georgia Constitution does not allow the credit of the state to be pledged or loaned to any individual, company, corporation, or association. Ga. Const. Art. VII s IV Para VIII. The AG has opined that the constitutional debt restriction does not allow any state agency from contractually agreeing to any indemnification or "hold harmless" clause. See 1980 Op., supra. An indemnification is open-ended in nature because, at the time of contracting, neither party knows if nor when it will be triggered. As such, it violates the debt restriction.

2.9 Compliance with Laws

The successful proposer shall, at all times, comply with all applicable Federal, State, and local laws, regulations, codes, and ordinances governing the provision of banking and financial services. This includes, but is not limited to, compliance with regulations of the Federal Deposit Insurance Corporation (FDIC), Office of the Comptroller of the Currency (OCC), Federal Reserve, Georgia Department of Banking and Finance, and any other applicable regulatory authorities.

The proposer shall maintain all licenses, approvals, and certifications required to conduct banking operations in the State of Georgia and to provide services to public entities. The proposer shall also comply with all requirements of the Georgia Security for Public Deposits Act and related statutes regarding collateralization of public funds.

All costs associated with compliance shall be the responsibility of the proposer and will be deemed included in the proposal.

2.10 Funding Out Clause

It is necessary that fiscal funding-out provisions be included in all contracts in which the terms are for periods longer than one year. Therefore, the following funding-out provisions are an integral part of this RFP and must be agreed to by all proposers. The Muscogee County School District may, during the contract period, terminate or discontinue the purchase of goods, services, or systems covered in this RFP at the end of the district's then-current fiscal year and upon 30 days prior written notice to the contracted vendor. Such prior written notice will state:

- That the lack of appropriated funds is the reason for termination, and
- Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this RFP from another vendor in the succeeding funding period.

The complete statement "This written notification will thereafter release the District of all further obligations in any way related to such goods, services or systems covered herein."

must be included as part of any agreement with the District. No agreement will be considered that does not include this provision for “funding out”.

2.11 Payments and Pricing

- A. The successful proposer will prepare a detailed monthly account analysis or invoice reflecting all services provided and associated charges. Unless otherwise agreed, service charges will be automatically deducted from the District’s designated account on a monthly basis, following the delivery of the account analysis or invoice.
- B. The District reserves the right to review and reconcile all charges prior to payment. If discrepancies are identified, the District may request adjustments before fees are debited.
- C. The Muscogee County School District will not pay penalties for late payment of invoices. Payment of interest / late fees is prohibited by the gratuities clause of the Georgia constitution. Similarly, MCSD cannot enter into an agreement that requires it to pay attorney’s fees or goods/services not priced in the contract or authorizes the payment of unknown/unspecified cost increases that cannot be calculated.

2.12 Open Records

You are hereby notified by MCSD that it is the submitting party’s obligation to indicate whether any of the information submitted to MCSD constitutes a “trade secret” as defined by law and if so, what specific information constitutes a “trade secret.”

The Georgia Open Records Act, as amended in April 2012, requires that any “trade secret” information be designated as such at the time it is provided to a governmental agency. The Act further indicates that a failure to make such a designation may result in a waiver of the right to subsequently claim that such information is confidential or otherwise protected from public disclosure. OCGA 50-18-72 (a) (34).

Specifically, OCGA 50-18-72 (a) (34) states in material part:

“(a) Public disclosure shall not be required for records that are:

(34) Any trade secrets obtained from a person or business entity that is required by law, regulation, bid, or request for proposal to be submitted to an agency. An entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall **submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10.** If such entity attaches such an affidavit, before producing such records in response to a request under this article, the agency shall notify the entity of its intention to produce such records as set forth in this paragraph. If the agency makes a determination that the specifically identified information does not, in fact, constitute a trade secret, it shall notify the entity submitting the affidavit of its intent to disclose the information within ten days unless prohibited from doing so by an appropriate court order. In the event the entity wishes to prevent disclosure of the requested records, the entity may file an action in superior court to obtain an order that the requested records are trade secrets exempt from disclosure. The entity filing such action shall serve the requestor with a copy of its court filing. If the agency makes a

determination that the specifically identified information does constitute a trade secret, the agency shall withhold the records, and the requester may file an action in superior court to obtain an order that the requested records are not trade secrets and are subject to disclosure; “

3.0 PROPOSAL SUBMISSION AND EVALUATION

3.1 Proposal Submission

- A. Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the proposer should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.
- B. The proposal must follow the sequence listed in the RFP. The proposal must be divided into two appropriately labeled separate documents – a Technical Submission and a Financial Proposal. **Do not include cost information in the Technical Proposal.**
- C. Provide six (6) printed copies of the technical proposal with one clearly marked as “ORIGINAL”. Provide ONE printed copy of the financial proposal. Provide ONE full digital copy of the proposal on electronic media such as a flash drive in PDF or Microsoft Word format. If there is a discrepancy between a hard copy submission and the companion digital submission, the hard copy will take precedence.
- D. Proposals must be sealed and marked on the outside of the shipping package as follows:
 - Proposal #26-007 Banking Services
 - Due: **November 12, 2025 at 1:00 PM EST**
- E. Submit the proposal to:
 - Muscogee County School District
 - Purchasing Department
 - 2960 Macon Road
 - Columbus, GA 31906
 - 706-748-2350
- F. Any proposal received after the due date and time will not be evaluated. The due date for this proposal is **November 12, 2025 at 1:00 PM EST**. The proposer has the sole responsibility to ensure that the proposal is delivered to the correct place by the proposal deadline. In order to protect the integrity of the Contracting process, proposals will not be disclosed until after award and signing of the Contract.
- G. The delivery method of the proposal is by U.S. Mail, Private Mail Service Carriers, or Personal Delivery to the above location only. Faxed and emailed proposals will not be accepted.

3.2 Evaluation Process

A. The evaluation of proposals received on or before the due date and time will be conducted in three phases. If a proposal does not meet the requirements of the Administrative Review phase, it will not be evaluated in future phases.

- (1) **Administrative Review:** The Purchasing Department will review all proposals to determine if they meet the following requirements:
 - a. Submitted by the deadline
 - b. Separate technical submission does not include any information from the Financial Proposal
 - c. The Proposal Certification Signature Page has been submitted with the original signature
 - d. The Contractor Affidavit is submitted
 - e. Proposer indicates with a statement in the Executive Summary that the proposer meets the Mandatory Minimum Requirements listed in section 4.0 of this RFP

- (2) **Technical Proposal Evaluation:** Technical proposals which pass the Administrative Review will be evaluated and scored in categories and may receive a maximum of 600 points.
 - a. Proposals will be scored according to the requirements listed in the Technical Proposal Requirements section (5.0) of this RFP and assigned maximum points as indicated in the table below.

 - b. The following are the maximum possible points of each category:

Technical Merit Categories	Maximum Points	Percent
Institutional Qualifications, Experience, Support, and Stability (Section 5.3, 5.4, 5.8.7, 5.8.8)	120	20%
Account Structure, Technology, and Security (Section 5.8.1 and 5.8.2)	270	45%
Payment, Depository, Card, and Investment Services (Section 5.8.3, 5.8.4, 5.8.5, and 5.8.6)	210	35%
Total	600	100%

The Technical Proposal with the highest technical points will be adjusted up to a score of 600. All other technical proposals will receive a prorated technical score calculated using the following formula:

$$P/H \times (\text{Maximum points available for Technical Proposal}) = V$$

Where: P = Technical points of the proposal being adjusted
 H = Original technical points of the highest-ranking proposal
 V = Assigned score for proposal being adjusted

(3) **Financial Proposal Evaluation**

- a. Proposers shall submit a financial proposal, using the provided Excel template as a guideline, to include all required pricing information with their RFP response.
- b. Financial Proposals can receive a maximum of 400 points (the number of points differences in the maximum technical score and 1000 points). The Financial Proposal with the lowest rate and the highest earnings potential will be awarded the full score of 400. All other Financial Proposals will receive a prorated score calculated using the following formula:

$$L/P \times (\text{Maximum points available for Financial Proposal}) = V$$

Where: L = Total Cost of the proposal with the lowest rate and highest earnings
 P = Total Cost of the proposal being adjusted
 V = Assigned score for proposal being adjusted

- B. The scores earned by each vendor for each step will be combined and the committee will review the combined score and make a recommendation to award to a vendor.
- C. The final award of this proposal is contingent upon the approval of the Board of Education.
- D. Selection of a successful proposal is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary, which, in and of itself, could change the Vendor of choice.
- E. Vendors responding to the original RFP will be notified of their selection or non-selection after the date of Vendor selection.

4.0 **MANDATORY MINIMUM REQUIREMENTS**

4.1 **Proposers Business Qualification Requirements**

- A. To be eligible to submit a proposal, the financial institution must: maintain a local presence with full-service branch offices in Muscogee County; be licensed to do business in Georgia; and be in good standing with its primary banking regulator (FDIC, OCC, Federal Reserve, or Georgia Department of Banking & Finance). The institution should have the staff, expertise, and licenses necessary to provide all required services, including investment advisory, ACH payroll, accounts payable processing, and other services described in this RFP. The bank must pledge collateral for any deposits exceeding FDIC insurance limits and maintain strong cybersecurity, data protection, and business continuity practices. Proposers should have experience serving similar public-sector clients and be able to provide reliable, equitable service across all District locations.

- B. The bank must maintain adequate branch and deposit service coverage within Muscogee County to support over fifty (50) District locations. Deposit services must be convenient and accessible, enabling school and departmental staff to complete deposits quickly and safely without extensive travel.

4.2 Submission Requirements

- A. The proposer must submit a Technical Proposal organized according to the sequence defined in this RFP and detailing the proposed approach to performing all of the services requested under Section 5.0.
- B. The proposer must submit the proposal signature and Certification Form using the provided form and Exceptions and Deviations to Specifications Form
- C. The proposer must submit a completed
 - i. Certification Page
 - ii. Contractor Affidavit Form
 - iii. Civil Rights Compliance and Non-Discrimination
 - iv. Debarment Form
 - v. Non-Collusion Certification
- D. The proposer must submit a Financial Proposal using the provided form.
- E. The proposer must submit a sample contract.

5.0 TECHNICAL PROPOSAL

This section identifies the information which must be submitted in the Technical Proposal. Proposer must demonstrate their ability to satisfy all Qualification and Technical Requirements as stated in the Scope of Work as well as detail their plan to perform the required services. The Technical Proposal must be structured in the following sequence and labeled with the corresponding titles stated below using the same outline numbers. Present factual assumptions used to develop the proposal. Offering to meet the requirements of the RFP or reference to the RFP will be considered incomplete. Each representation of fact or future performance will be incorporated into the contract as a warranty by the respondent.

5.1 Executive Summary

Include an abstract, stating the proposer's understanding of the nature and scope of the goods and services required and a brief demonstration of the capability to comply with all terms and conditions of this RFP. Include the company name and address and the name, address, and telephone number of the person acting as the contact for matters concerning the proposal and the person who will be authorized to make legal representations. The letter is to be signed by an officer or agent of the proposer who is authorized to legally bind the Vendor. It is necessary for each proposer to include a written statement that they understand and meet the mandatory minimum requirements (Section 4.0) as a part of the proposal, including specific information as necessary to demonstrate satisfaction of each requirement.

5.2 Table of Contents

The Table of Contents and proposal will conform to the order, headings, and sub-headings of this RFP as appropriate.

5.3 Company Background and Experience

Proposer will describe their background, relevant experience, and qualifications. Include the following proposer Information:

Basic Information

- Legal company name and parent company name (if applicable)
- Business address, city, state, and ZIP
- Type of ownership (e.g., publicly traded, privately held, credit union, mutual bank)
- State of incorporation / charter
- Primary project contact: name, title, phone, email, and business address
- Federal Tax Identification Number
- FDIC certificate number and primary regulatory authority (e.g., FDIC, OCC, Federal Reserve, Georgia Department of Banking & Finance)
- Number and location of branch offices, including any local offices serving the District's service area

Institution Overview

- Nature and scope of the financial institution's business
- Brief history of the institution, including length of time licensed to provide banking services
- Size of the organization (total assets, number of employees)
- Organizational chart showing key personnel who will manage and support the District's accounts, including relevant certifications, qualifications, and experience
- Business philosophy and mission statement

Public-Sector / Relevant Experience

- Describe three of the most similar contracts with K-12 school districts, governmental agencies, or other public entities completed or currently managed within the last five years. Include:
 - Customer name
 - Contact name and title
 - Telephone number and email
 - Contract dates
 - Description of services provided (e.g., payroll/ACH, accounts payable, investment advisory, collateralization, online banking solutions)

Other Qualifications

- Provide any additional information demonstrating the institution's ability to provide secure, compliant, and effective banking services to public-sector clients. This may include

specialized technology, disaster recovery capability, cybersecurity measures, and innovative solutions for public funds management.

5.4 Financial Stability

The financial stability of the proposing financial institution is of critical importance to the District. Each proposer must provide documentation sufficient to demonstrate its financial strength, stability, and ability to perform the required banking services throughout the contract period.

At a minimum, proposers shall provide the following:

1. **Regulatory Filings:**
 - Copies of the institution's most recent annual report and audited financial statements, or a link to where such reports are publicly available.
 - Most recent quarterly "Call Report" or equivalent regulatory financial report filed with the FDIC, OCC, Federal Reserve, or other appropriate regulatory body.
2. **Credit Ratings and Capital Adequacy:**
 - Current credit ratings from at least one nationally recognized statistical rating organization (if applicable).
 - A statement of the institution's capital adequacy ratios (e.g., Tier 1 capital, leverage ratio) as reported to regulators.
3. **Insurance Coverage:**
 - Proof of FDIC membership, including the institution's FDIC certificate number.
 - Confirm coverage levels for District deposits, including participation in FDIC insurance programs, and demonstrate compliance with Georgia collateralization requirements for public funds. Describe the methods used (e.g., pledged securities, pooled collateral, or other approved arrangements).
4. **Other Information:**
 - Any significant pending litigation, regulatory actions, or enforcement proceedings that could materially affect the institution's financial stability.
 - Any additional information the proposer wishes to provide as evidence of financial strength and stability.

The District reserves the right to request additional documentation or clarification to fully evaluate the proposer's financial stability.

5.5 Business Litigation

The proposer will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.

5.6 Conflicts of Interest

Address the potential, if any, for conflict of interest.

5.7 Exceptions to the RFP

Note any exceptions to the requirements and conditions in this RFP where applicable. If exceptions are not noted, the District assumes that the Vendor's proposals meet the stated requirement and any discovered deviation will result in disqualification of the proposal.

5.8 Proposed Service Solutions

1. Account Structure and Interaction

- Describe how your institution will support the District's account structure, including:
 - Operating Account
 - Payroll Clearing Account (Controlled Disbursement)
 - Accounts Payable Clearing Account (Controlled Disbursement)
 - Flexible Spending Account (Controlled Disbursement)
 - Trust Accounts (currently 22)
 - Outside Bank Accounts (remote deposit locations)
- Explain how your systems and services will facilitate the daily interaction and transfers among these accounts.

2. Banking Platform, Technology, and Security

- Describe the bank's online banking platform, including balance/transaction reporting, imaging, and export capabilities.
- Detail reporting tools (previous-day, intra-day, cleared checks, ACH returns, deposit imaging, controlled disbursement reports).
- Describe available custom reporting and data export features (Excel, CSV).
- Outline security features (multi-factor authentication, role-based access, encryption, user administration, contingency and disaster recovery).

3. Payment and Disbursement Services

- Describe capabilities to process payroll (ACH direct deposit) and accounts payable disbursements (ACH, wire transfer, and check issuance).
- Explain fraud prevention tools and safeguards for disbursements (Positive Pay, Payee Verification, ACH debit blocks/filters, dual approval, real-time alerts).
- Describe how your institution restricts ACH debit ("pull") transactions, including pre-approval by vendor, transaction type, and/or amount range.
- State policies on daylight overdrafts, controlled disbursement presentments, and ACH processing cutoff times.
- Provide details on integrated payables/disbursement solutions, including file submission, cutoff times, and reporting.
- Describe your process for managing controlled disbursement accounts.

4. Depository and Treasury Services

- Describe branch and night depository access in Muscogee County (or within a reasonable radius), including hours of operation.
- Explain remote deposit capture capabilities (desktop scanners, mobile deposit, cutoff times) and what equipment will be provided.
- Describe how deposits are credited (same-day, next-day, and per Federal Reserve schedules).
- Outline procedures for handling high-volume cash deposits, including branch access, cash vault services, courier or armored car partnerships.
- Describe fraud prevention tools related to deposits (e.g., deposit reconciliation services, counterfeit detection, endorsement requirements, real-time alerts).
- Explain deposit reconciliation by location code, including reporting features.

5. Credit and Card Services

- Describe capabilities for managing the District's corporate credit card program (10–15 cards), including:
 - Card issuance and account management
 - Spending controls and approval workflows
 - Fraud detection and security features
 - Payment processing and reconciliation
 - Online access and reporting for administrators

6. Interest and Investment Services

- Describe interest-bearing account options and competitive investment rates.
- Explain services for the District's 22 trust accounts, including deposits, transfers, statements, and interest crediting.
- Describe safekeeping services for securities purchased by the District.
- Outline options for overnight repurchase agreements (REPOs), including collateralization, reporting, and execution of a PSA Master Repurchase Agreement.

7. Implementation and Transition Plan

- Provide a detailed transition plan, including account opening, technology setup, collateral arrangements, training, and implementation timeline.
- Identify the transition team and key contacts for implementation and ongoing support.

8. Dedicated Account Service and Support

- Identify the individuals or team assigned to service the District's accounts, including qualifications and roles.
- Provide the primary point of contact for daily operations, escalation, and problem resolution.

- Explain backup procedures to ensure continuity if key personnel are unavailable.
- Describe expected response times for inquiries, errors, or exceptions.

9. Value-Added or Other Services

- Confirm ability to provide night deposit bags, zipper bags, coin wrappers, and related supplies at no additional cost.
- Describe employee banking benefits, cost savings opportunities, or additional services that could improve efficiency.
- Describe any other products, services, or capabilities not specifically requested in this RFP that would benefit the District.

6.0 FINANCIAL PROPOSAL

Complete the Financial Proposal in Appendix A, Page 34. Complete the table and provide additional supporting information as required to clarify pricing.

7.0 PROPOSAL CERTIFICATION

Indicate a willingness to enter into an agreement by signing the Proposal Certification Form. Failure to sign this form will result in disqualification.

8.0 PROPOSAL DOCUMENTS

Complete all proposal documents on the following pages accordingly.

PROPOSAL CERTIFICATION

We propose to furnish and deliver any and all of the goods and/or services named in our proposal at the prices stated. It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Muscogee County School District, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Muscogee County School District.

It is understood and agreed that we have read the specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. Any exceptions are noted in writing and included with this proposal. By our original signature, entered below, we guarantee and certify that all items included in this proposal meet or exceed any and all such stated specifications. We further agree, if awarded a contract, to deliver goods and/or services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of ninety days from the proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Bidder to sign and return with the proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature _____ Date _____

Print/Type Name _____

Company Name _____

Address: _____

Phone Number: _____

Email Address: _____

Fax Number: _____

Do you accept purchasing cards as a method of payment? _____

Do you accept electronic fund transfers as a method of payment? _____

Dun and Bradstreet (D & B) number _____

NO-BID RESPONSE

**Muscogee County School District
Statement of “No Bid”**

If you do not intend to submit a bid for this project, please complete and return this form prior to the date shown for receipt of bids to: Aileen Arrighi, Senior Buyer at arrighi.aileen@muscogee.k12.ga.us.

We, the undersigned, have declined to submit a bid on the “Bid #26-007 Banking Services” for the following reasons:

_____ Specifications are too “tight”, i.e., geared toward one brand or manufacturer only
(please explain reason below)

_____ Insufficient time to respond to the solicitation.

_____ We do not offer this product/service or equivalent.

_____ Our schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

Company Name: _____

Address: _____

Signature and Title: _____

**Muscogee County School District
FEDERAL WORK AUTHORIZATION 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 MUSCOGEE COUNTY SCHOOL DISTRICT 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 ID Number (E-Verify Number Assigned to Your Company - 4 to 7 digits)

Date of Authorization

Name of Contractor

Name of Project

MUSCOGEE COUNTY SCHOOL DISTRICT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, __, 20__ 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 _____, 20__.

NOTARY PUBLIC SIGNATURE

My Commission Expires: _____

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION

The Contractor agrees to comply with all applicable federal and state civil rights laws and regulations, including but not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d et seq.) – prohibiting discrimination on the basis of race, color, or national origin.
- **Title IX of the Education Amendments of 1972** (20 U.S.C. § 1681 et seq.) – prohibiting discrimination on the basis of sex in federally funded programs.
- **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. § 794) – prohibiting discrimination on the basis of disability.
- **The Age Discrimination Act of 1975** (42 U.S.C. § 6101 et seq.) – prohibiting discrimination on the basis of age.
- Any other applicable federal, state, or local nondiscrimination laws and regulations.

No person shall, on the grounds of race, color, national origin, sex, age, disability, or any other protected status under applicable law, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under the performance of this contract.

The Contractor further assures that it will take affirmative action to ensure compliance with these requirements and will promptly notify the District of any complaints or legal actions alleging discrimination in connection with services provided under this agreement.

This institution is an **Equal Opportunity Employer and Provider of Services.**

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND NON-COLLUSION**

The undersigned certifies that the price(s) and amounts in this proposal have been determined independently, without consultation, communication, or agreement with any other proposer or potential proposer. Neither this proposal nor its approximate price(s) have been disclosed to any other firm or person prior to contract award. No attempt has been made, nor will be made, to induce any firm or person to submit a higher, noncompetitive, or complementary proposal.

The proposer, its affiliates, officers, directors, and employees are not currently under investigation and have not, within the last three years, been convicted or found liable for any act involving conspiracy or collusion related to bidding on a public contract. The undersigned understands that collusive bidding is a violation of law and may result in fines, imprisonment, and civil damages.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

FINANCIAL PROPOSAL FORM GUIDELINES

1. Compensation Methods:

- Each respondent must complete the **Financial Proposal Form** for either or both the **Earnings Credit Method (Account Analysis)** and the **Fee-Based / Direct Charge Method**.
- If proposing an **alternative compensation method** (e.g., flat monthly fee, bundled services, or hybrid), complete a separate form clearly explaining the methodology and assumptions.

2. Standard Assumptions:

To allow for consistent comparison, the District will provide the following information as the basis for cost estimates:

- Average number of accounts maintained
- Average monthly collected balance
- Average monthly transaction volumes (e.g., deposits, checks paid, ACH items, wires, cash deposits)

Respondents must use these figures in preparing their proposal. If a different assumption is used, it must be clearly stated and explained.

3. Interest and Earnings Credit:

- For the **Earnings Credit Method**, respondents must specify:
 - The rate basis (e.g., Fed Funds, 90-day T-Bill, Prime, or other index).
 - Frequency of rate adjustments (daily, monthly, quarterly).
 - Any reserve requirement or adjustment factor.
- For both methods, respondents must indicate whether the District will receive **interest earnings on collected balances**, and, if so, state the calculation method.

4. Unit Pricing:

- All fees should be expressed on a **unit cost basis** (per item, per \$1,000 of cash, per statement, etc.)
- If no fee applies for a particular service, indicate **“No Charge.”**
- If the service is included in another bundled fee, indicate **“Included”** and reference where.

5. Additional/Optional Services:

- Any fees for optional services (e.g., lockbox, merchant card services, ZBA accounts, sweep services) must be listed in the **Other Services** section.
- Respondents should clearly label these as **optional** and not required for base pricing.

6. Summary and Net Cost:

- Respondents must provide a **Summary Table** showing:
 - Gross monthly service cost.
 - Less: applicable interest earnings or earnings credit.
 - Net monthly cost to the District
- Annualize this net cost for a **12-month estimated total**.

7. Assumptions and Notes:

- Respondents should provide any explanatory notes necessary for understanding their pricing, including one-time setup fees, technology charges, or exceptions.
- Any assumptions not consistent with District-provided volumes must be highlighted.

APPENDIX A
FINANCIAL PROPOSAL

See Attached Excel Spreadsheet

NOTE: The Financial Proposal template included with this RFP is intended as a guideline to assist vendors in preparing their pricing submissions. Vendors may modify the template or use an alternative format to best represent their proposed pricing structure. If you create an alternate format, you must include the print, sign, and date lines at the end.