

COLLEGE OF WESTERN IDAHO REQUEST FOR PROPOSALS BANKING SERVICES

RFP 02-2024

RESPONSE DUE: MAY 29, 2024 AT 5:00 P.M.

**Mail sealed proposals to:
College of Western Idaho
Attn: RFP 02-2024 Banking Services
MS 1000, P.O. Box 3010
Nampa, ID 83653**

**FED Ex, UPS or Hand Deliver to Physical Address:
College of Western Idaho
Attn: RFP 02-2024 Banking Services
6056 Birch Lane, Suite 200
Nampa, ID 83687**

**Or, Email PDF attachment to:
danielreines@cw.edu
cc: contract@cw.edu**

CONTENTS

Contents	2
1. Scope of RFP	4
1.1 Authority.....	4
1.2 CURRENT OPERATIONS	4
1.3 Summary of Services	5
2. Instructions To Respondents	5
2.1 Submittal Directions	5
2.2 Schedule of Events.....	6
2.3 Contact with College Personnel.....	6
2.4 Errors in Proposals.....	7
2.5 Proposal Opening.....	7
2.6 Withdrawing Proposals.....	7
2.7 Limitations	7
2.8 Public Records	8
3. SUBMITTAL INCLUSIONS	8
3.1 Proposal Format.....	8
3.2 Proposal Content.....	8
3.3 Eligibility for Award.....	9
4. PROPOSAL EVALUATION AND AWARD	9
4.1 Evaluation Criteria.....	9
4.2 UNRESPOSIVE PROPOSALS.....	10
4.3 Discussions/Negotiations.....	10
4.4 Interview	11
4.5 Contract Period	11
4.6 Contract Award.....	11
5. Company Description	11
5.1.1 Staff Resources	11
5.1.2 Financials.....	11
5.4 Customer Service.....	12
6. Cash Management System	13
6.1 Checking Accounts and Deposit Services.....	14
6.2 Reporting	15
6.4 AUTOMATIC CLEARING HOUSE (ACH) SERVICES	16

6.5	Wire Transfer Services	18
6.6	NOTIFICATION OF Discrepancies OR FRAUD	19
6.7	Positive Pay.....	19
6.8	SWEEP ACCOUNT (OR SIMILAR MECHANISM) and collateralization	20
6.9	CHANGE FUNDS.....	21
7.	purchase cards.....	21
8.	OPTIONAL SERVICES.....	22
9.	Implementation and timeline	23
10.	customer training and support.....	23
11.	security and disaster recovery	24
	APPENDIX A BANK FEE schedule	26
	Appendix B Terms and Conditions of Contract	31
1.	Governing Law/Jurisdiction.....	31
2.	Compliance with laws.....	31
3.	confidential information.....	32
4.	standard of performance	32
5.	Independent Contractor status.....	32
6.	Indemnification	33
7.	Patent and Copyright Indemnification	33
8.	Dispute Resolution.....	33
9.	Force Majeure	33
10.	Terms of Payment.....	33
11.	Assignment of Rights.....	34
12.	Integration.....	34
13.	Amendments	34
14.	Termination.....	34
15.	signature.....	35
	APPENDIX C	
	INSURANCE REQUIREMENTS	36
	APPENDIX D DATA SECURITY AGREEMENT	37
	APPENDIX E CONFLICT OF INTEREST/Debarment	41
	APPENDIX F	
	SIGNATURE BLOCK	42

1. SCOPE OF RFP

The College of Western Idaho (College) is a public, open-access and comprehensive community college, providing higher education programs to residents of Western Idaho, with campuses currently located in Nampa, Caldwell and Boise, Idaho. The College of Western Idaho is committed to providing affordable access to quality teaching and learning. The College offers a full range of academic and professional-technical courses leading to an Associate of Arts or Science degree, transfer degrees, professional-technical degrees, continuing education, and certificates. It also offers basic academic skills to help prepare for a GED, dual credit for high school students, and fast-track career training for working professionals.

The intent of this Request for Proposal (RFP) is to seek proposals from qualified Banks (Bank) to provide the College's banking requirements. The successful Bank shall have the ability, and capacity, to provide innovative banking and short-term liquidity investment services for all funds not restricted by law or bond covenants. The main objectives are: (1) to obtain comprehensive banking services; (2) minimize the costs; (3) receive quality customer service; (4) have available accurate, reliable and timely information; and (5) maximize the return on liquid assets while avoiding unreasonable risk.

1.1 AUTHORITY

This RFP is issued under Idaho Code 67-2801 et seq. All proposals submitted in response to this solicitation shall be subject to the State of Idaho procurement law. Both state and federal law prohibits bribes, gratuities and kick-backs. All responses to this Request for Proposals become the property of the College and may become public information subject to the Idaho Public Records Act unless exempt under the law.

Primary responsibility for administration of the banking services agreement resides with the CWI Vice President of Finance and Administration and the Comptroller, who will monitor the Bank's performance against provisions of the agreement, including the Bank's proposal submitted in the response to this RFP. The Vice President and Comptroller will also be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. A list of College personnel authorized to deal directly with the Bank will be provided if there is an award of a contract. The Bank shall provide the College with a similar list of authorized personnel.

1.2 CURRENT OPERATIONS

The College currently utilizes armored car service for transportation of monies from the point-of-sale to banking locations as needed. The College currently obtains this service separately from its banking services. The proposing Bank must be able to accommodate armored car service and provide same day deposits for those received prior to 2PM MST and have branch locations that are a reasonable distance from point-of-sale locations, preferably within five (5) miles of each campus location. On occasion, the College may present an in-person deposit. In-person deposits must be credited on the same business day as received by the banking institution.

The College utilizes remote deposit scanners in our daily operations to provide same day deposits of checks presented for payment.

The following College Campus locations may require banking services:

- 5725 E. Franklin Road, Nampa, ID 83687
- 1360 South Eagle Flight Way, Boise, ID 83709
- 6056 Birch Lane, Nampa, ID 83687

The College financial statements have been audited by Eide Bailly, CPA's. The annual audit report for the fiscal year ending June 30, 2023 can be found at cwi.edu/administration/business-financial-services

1.3 SUMMARY OF SERVICES

The following is a summary of the banking services that the College is seeking:

- 1.3.1 Comprehensive Online Banking Cash Management System
- 1.3.2 Checking Accounts and Deposit Services (General Operating Account, Payroll Direct Deposit Account, Account for Federal Financial Aid & Account for Incoming Wires and ACH Services)
- 1.3.3 Sweep Account and Collateralization of Deposits
- 1.3.4 Robust Reporting
- 1.3.5 Payroll Account
- 1.3.6 Automatic Clearing House (ACH) Services
- 1.3.7 Wire Transfer Services
- 1.3.8 Notifications of Discrepancies or Fraud
- 1.3.9 Positive Pay
- 1.3.10 Change Funds
- 1.3.11 Purchase Card Services

The College reserves the right to eliminate the requirement for any individual service contained in the RFP for reasons such as, but not limited to, the fees for providing the service are excessive, or if the service can be performed in-house.

2. INSTRUCTIONS TO RESPONDENTS

2.1 SUBMITTAL DIRECTIONS

Once a proposal is received, Banks will receive a confirmation email. If this response is not received, please contact Daniel Reines at 208-562-3243 or danielreines@cwi.edu. Both electronic version and hard copies must be submitted on or before **May 29, 2024 at 5:00 PM MT** by one of the following methods:

Mail to:	Fed Ex, UPS or Hand Deliver:	Email:
College of Western Idaho Business Office - RFP 02-2024 MS 1000, P.O. Box 3010 Nampa, ID 83653	College of Western Idaho Business Office - RFP 02-2024 6056 Birch Lane, Suite 200 Nampa, ID 83687	Must be PDF Attachment To: danielreines@cw.edu Cc: contract@cw.edu (Files may be in zip format)

Banks are responsible for ensuring that proposals are received at the College by the due date and time as stated above, whether electronic, mailed, parcel or hand delivered. Proposals must be in sealed envelope or as an attachment. Attachments and sealed envelopes will not be opened until the scheduled public opening.

Proposals received after the designated time and date indicated will not be considered for evaluation.

2.2 SCHEDULE OF EVENTS

Event	Date and Time ¹
Request for Proposal Issued and Advertised	May 15 and May 22, 2024
Proposals Due	May 29, 2024
Proposal Opening Date	May 30, 2024
Evaluation Period	May 31 – June 7, 2024
Tentative Interviews/Demonstrations for Top Ranked Banks	June 10 – June 21, 2024
Intent to Award	No later than June 30, 2024
	¹ The noted dates and times are tentative and subject to change.

2.3 Contact with College Personnel

All communications by Bank shall be made via the below named contact. Questions may be submitted to College until May 24, 2024. No questions will be accepted after May 24, 2024. The compilation of questions and answers will be posted May 28, 2024 and made available to the public. No other communication with the College should occur until interviews have been scheduled. Any

other communication will be considered unofficial and non-binding on the College. Address all communications in writing or email concerning this RFP to:

Contact Name: Daniel Reines, Contracts & Procurement Coordinator
Address: MS 1000, P.O. Box 3010, Nampa, ID 83653
E-mail Address: danielreines@cw.edu

Please enter as the subject line of your email **“Q&A RFP 02-2024 Banking Services”**

The College reserves the right to modify the Scope and Specifications of this RFP, as circumstances require. The RFP and all subsequent addenda may be found at the CWI website. College shall notify Proposers if amendment to the RFP are made before the date of submission. Proposers may also check for updates or amendments at:

<http://cwidoaho.cc/info/procurement-division-contractspurchasing>

2.4 ERRORS IN PROPOSALS

The College will not be liable for any errors in submitted proposals. Modifications to proposals will not be accepted after the deadline.

2.5 PROPOSAL OPENING

The College will publicly open Proposals on May 30, 2024 at 6056 Birch Lane, Nampa Idaho Suite 200

2.6 WITHDRAWING PROPOSALS

Banks may withdraw a proposal at any time prior to the deadline by submitting an email to danielreines@cw.edu sent by an authorized representative of the Bank. After withdrawing a proposal, the Bank may submit another proposal at any time prior to the proposal due date.

2.7 LIMITATIONS

The College will not be obligated in any way by any Bank’s response to this RFP. The selection of a Proposal and the accompanying award of a contract are to be based on evaluation criteria established in this RFP and described in the Evaluation and Award Section. The selection is at the sole discretion of the College.

The issuance of this RFP does not constitute an assurance that any contract will actually be entered into by any parties and the College expressly reserves the right to:

- 2.7.1 Request additional information and data from any or all Banks.
- 2.7.2 Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP.
- 2.7.3 Disqualify any Bank who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
- 2.7.4 Disqualify any Bank on the basis of any real or apparent conflict of interest.

- 2.7.5 Disqualify any Bank on the basis of past performance on other projects.
- 2.7.6 The College may negotiate with any Bank to this RFP and shall have the sole discretion to choose the best combination of qualifications and price for the project and services described in this RFP.
- 2.7.7 The College shall have the sole discretion to select one or reject all of the proposals from Banks to provide the services, or portions thereof, as described in this RFP.

2.8 PUBLIC RECORDS

Pursuant to Idaho Code section 74-101 et seq., information or documents received by the College of Western Idaho in proposals from Banks may be open to public inspection and copying following the announcement of a contract award, unless exempt from disclosure. Banks shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption. The College assumes no liability for disclosure of proprietary material submitted by Banks. Bank shall not label an entire document as “exempt” merely because a portion of that document is or may be a trade secret. If a Proposal is marked as “exempt” in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.

3. SUBMITTAL INCLUSIONS

3.1 PROPOSAL FORMAT

Each official paper response should be bound separately in a simple, effective manner, and printed or saved on standard 8½ x 11 inch paper clearly indicating the name, phone number and e-mail address of the Bank contact(s) responsible for the proposal, along with the company name, address, phone number, fax number, and web address.

Electronic responses should be submitted by email to danielreines@cw.edu and cc: contract@cw.edu and must be attached in PDF format.

The Bank must provide written, point-by-point narrative responses to each proposal requirement; simply stating "agreed" or "complies" is not acceptable and shall be scored as non-responsive. Supplemental technical information, product literature, and other supporting materials that further explain or demonstrate the Bank’s capabilities may also be included within the proposal response.

All Banks responding to this RFP are solely responsible for all costs associated with the preparation of their proposal, answering all questions, and providing the College with requested information. The College is under no obligation to incur or reimburse any Bank for any proposal costs.

3.2 PROPOSAL CONTENT

The proposals should include a detailed table of contents that follows the sections outlined in Section 5-Company Description through Section 11-Security and Disaster, and the Appendices. This will allow the Evaluators to more objectively compare proposals. All proposals should respond directly to all requirements and questions posed in these sections of this RFP and comment on capabilities to meet

such requirements. The emphasis should be on clarity and brevity. Any additional material that Bank deems necessary should be attached as appendices.

3.3 ELIGIBILITY FOR AWARD

In order for a Bank to be eligible for an awarded contract, the proposal must be responsive to this RFP and the Evaluators must be able to determine that the Bank is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

Eligible Banks, at a minimum, must meet the following requirements:

- 3.3.1 Local Presence-To assure a close working relationship and to facilitate services, only banking institutions with full service capabilities within the State of Idaho should apply.
- 3.3.2 Verification that the Bank is a member of or has direct access to the Federal Reserve System.
- 3.3.3 Identify key measures of the Bank's financial strength (e.g., capital ratios, market capitalization, total assets). Provide the most recent annual report, as well as the Bank's website address.
- 3.3.4 The Bank should disclose in its proposal any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.
- 3.3.5 The shall be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- 3.3.6 The Bank shall have a satisfactory record of past performance.
- 3.3.7 The Bank shall have necessary personnel and management capable of performing requirements on a resulting contract.
- 3.3.8 Be qualified as an established Bank regularly engaged in the type of business necessary to fulfill the contract requirements.
- 3.3.9 Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4. PROPOSAL EVALUATION AND AWARD

4.1 EVALUATION CRITERIA

An Evaluation Committee will carefully review all proposals submitted to determine which proposal best meets the needs of the College. If selected, the College may choose to use competitive negotiations to develop the final contract or agreement with the company whose proposal best suits the needs of the College, based upon the sole discretion of the Evaluators.

Proposals will be evaluated based on the requirements outlined in this RFP. Section 2, Instructions to Banks, and Section 3, Submittal Inclusions, will be evaluated as Pass or Fail. Proposals receiving a Fail for these sections will be deemed non-responsive and will not be evaluated any further.

Criteria	Points
Meets requirements of Sections 2 and 3.	P/F
Clarity and detail of Proposal.	20
Company Description demonstrates experience, staff support and adequate financial stability.	10
Section 6: Cash Management System functionality and solutions.	10
Section 6.2: Reporting Features.	20
Section 9: Implementation and Timeline	30
Section 11: Security and Disaster Recovery plan.	20
Section 10: Customer Service Training and Support	20
Appendix A: Vendor's fees are reasonable, clearly detailed, and cover all possible costs.	20
Perceived Value to CWI	10
Total Possible Points	160

4.2 UNRESPONSIVE PROPOSALS

Proposals not meeting the following requirements may be deemed unresponsive and may not be afforded consideration:

- 4.2.1 A submitted proposal may be deemed unresponsive if the Bank does not specifically offer all services as specified in the RFP.
- 4.2.2 The proposal must acknowledge that all services, terms and conditions specified in this proposal are included in the quoted price.
- 4.2.3 The proposal must state that this RFP and the proposal submitted by the Bank in response to this RFP shall be made a material part of any contract executed between the Parties.

4.3 DISCUSSIONS/NEGOTIATIONS

The College reserves the right to conduct discussions with Banks, to accept revisions of proposals, to negotiate price changes, or to negotiate separately with any source whatsoever, if no acceptable proposals are submitted in order to best serve the interests of the College.

4.4 INTERVIEW

The College may choose to interview or request a demonstration from a short-listed group of Banks after an initial evaluation and rescore the initial evaluation based upon the interview or demonstration.

4.5 CONTRACT PERIOD

The intent of this RFP is to contract with the successful Bank for a period of three (3) years beginning upon signing of the contract, with the option to renew for up to two (2) additional years. At the end of the third year, the College shall have the option to renew based on performance review and criteria identified in Section 4.1 Evaluation Criteria. The contract may be extended under the same terms and conditions for one (1) year intervals.

4.6 CONTRACT AWARD

The award, if any, shall be made to the Bank whose proposal is determined to be the most advantageous to the College.

This RFP does not commit to awarding a contract, pay any costs incurred in the preparation of a proposal, or contract for the services described herein.

5. COMPANY DESCRIPTION

Please provide a detailed description of your firm's experience and the services it can provide regarding the following specifications:

5.1.1 STAFF RESOURCES

Bank must include an explanation of company staff resources and how those staff resources will adequately meet the College's banking service needs. Please include a description of available customer service that will be provided to the College on an ongoing basis.

5.1.2 FINANCIALS

Banks are required to provide copies of their latest two (2) years of audited financial statements (for privately held companies) or current SEC form 10-K (for publicly held companies) along with a current Moody's or Standard & Poor's report. The financial statements may be submitted as part of the RFP in electronic form or provided as a reference link on the internet. If your organization is selected to provide CWI's Merchant Card Processing Services, the College will also require a copy of your SOC 2 Report.

5.3 REFERENCES

For references, include at least three (3) clients with whom the Bank has work experience that is similar in nature, including convenience fees, to the services being requested by this RFP, and are within the last three (3) years from the date of this RFP. Include contact name, title, address, telephone number, and e-mail address for each reference. Indicate the areas in which the reference is related to higher education (if applicable) and length of service to date.

5.4 CUSTOMER SERVICE

The College is particularly interested in high performance customer service. Service will be a primary focus of the evaluation. Describe the Bank’s philosophy and approach to satisfying this need.

COMPANY DESCRIPTION QUESTIONS:		
STAFF RESOURCES		
A.	Will the Bank provide one person to be the main contact for the College?	Yes/No
B.	Please provide a list of the key staff the college will work with on various steps of service (regular banking, implementation, training, ongoing purchase card services, maintenance.....). List the names, titles, phone /fax numbers, and e-mail address, and provide brief biographies of Bank personnel who will have ongoing responsibility for servicing CWI’s account.	Explain
FINANCIALS		
C.	What legal entities will be operating our account?	Explain
D.	Is the Bank FDIC insured?	Yes/No
E.	Is the Bank a qualified public depository?	Yes/No
F.	Does the Bank have a petition under the Bankruptcy Act or any other state solvency law filed by it or any of its entities?	Yes/No Explain
G.	Does the Bank have any order, judgement or decree of any federal or state authority barring, suspending, or otherwise limiting the right or license of the Bank to engage in any business practice or activity?	Yes/No Explain
CUSTOMER SERVICE		
H.	What is distinctive about the Bank’s approach to customer service? How does the Bank anticipate satisfying the College’s need for customer service?	Explain
I.	How many Bank branch offices does the Bank have within five (5) miles of each of the College campuses?	Explain
J.	How will the Bank provide the College with relationship support for its services? What approach will be instituted to provide the optimal service?	Explain
K.	Will the College be provided with specific customer service contacts or will they be directed to use a customer service phone number or email?	Explain
L.	How will local service and overall contract performance be monitored?	Explain

M	Describe the responsibilities of customer service personnel, include the chain of command for problem resolution.	Explain
N.	Are there turn-around times for research items? If “yes” please specify.	Yes/No Explain
O.	Do you provide technical support for the software you provide?	Yes/No
P.	Are there any new services planned by the Bank which may impact the College? When are these planned to be available?	Yes/No Explain

6. CASH MANAGEMENT SYSTEM

The College requires the use of an automated cash management system to permit authorized College personnel to have direct online computer access to account status information and for certain account activities such as stop payments, balance inquiries, paid check status inquiries, etc. Does the system have the capability of sending and receiving data transmissions?. Data transmissions received would be in the form of summary bank account information, in addition to activity detail. Outgoing transmissions would be in the form of fund movement instructions. The cash management information system shall have the ability to interface with MS EXCEL, as well as make available standard balance tracking, history reporting, and fund transfers. Banks should provide a detailed description, capacity, and flexibility of the cash management information system. The cash management system should be able to handle all basic banking functions.

The College will require the following capabilities and services: (1) online system for transferring money between College accounts; (2) desktop scanning for daily deposit of checks received at College locations; (3) online ACH and wire transfer systems for transferring money to and from other institutions, along with appropriate security levels for initiations and approvals; (4) online system to inquire about canceled checks; (5) image retrieval online; (6) stop payments online; and (7) online notification of check and ACH returns and deposit corrections.

CASH MANAGEMENT SYSTEM QUESTIONS:		
A.	What system components and requirements does the Bank use for online banking services? Provide a detailed description of the system being proposed including but not limited to the software requirements and the system support provided by the Bank.	Explain
B.	Describe the role of any third-party processor used by the Bank to provide this service.	Explain

C.	Describe system security and user authentication processes. Include encryption methods to secure communication from client computers to host servers.	Explain
D.	Describe user access processes including restrictions, queries, fund transfers, and exception processing.	Explain
E.	Does the software offer the ability to manage security and access levels by the user?	Explain
F.	What are the interface capabilities of the system?	Explain
G.	What controls are in place to protect against lost files and duplications of transmissions?	Explain
H.	Does the Bank provide automatic file receipt acknowledgements? If so, how?	Explain
I.	Does the online cash management system provide an audit trail that tracks activity by user, by date and by transaction type? How long is the audit trail available?	Explain

6.1 CHECKING ACCOUNTS AND DEPOSIT SERVICES

The College intends and prefers to maintain for its operations the minimum number of accounts appropriate for its activity. The College currently utilizes four checking accounts: (1) the primary operating account; (2) a payroll processing account; (3) an account for Federal financial aid; and (4) an account for incoming wires and ACH payments. The proposing Bank should include in its proposal an explanation of its recommended account structure and a brief discussion of the cost/benefit rationale for its recommendation. The College also requests the capability to define its own structure and number of accounts. Any new accounts added during the term of the resultant agreement will be subject to the same fee schedules negotiated in response to this Request for Proposals.

ACCOUNT SERVICE QUESTIONS:		
	Does the Bank's online service provide for the following transactions: ACH, wire and book transfers?	Yes/No Explain
	Does the Bank's online service provide access to check images, account balances, and statements on a daily basis between statement cycles? Please provide a sample printout of the daily online balance information.	Yes/No Explain
	Does the Bank's online system allow for transferring money between College accounts?	Yes/No

	Describe the Bank’s optical imaging process and what items are captured (checks, statements, deposit slips, deposited items, etc.)	Explain
	What images are available online? When? How long are images available online?	Explain
	Are all images downloadable? If so, in what file type formats?	Explain
	What time is previous day information available for access by the College?	Explain
	What are the hours of access of the balance reporting system?	Explain
	Does the Bank provide current day information? How frequently is this information updated throughout the day? What transaction types are available on current day reports?	Explain
	Does the Bank provide a security system and contingency plan for system malfunctions and correction of payment errors? Proposal should describe such systems in detail.	Explain
	What services do you provide for overdraft protection and to what limit?	Explain
	All returned checks due to insufficient funds will be automatically re-deposited a second time. These checks will be returned to the College’s Accounts Receivable Department after two redeposit attempts. Does the Bank provide access to online return deposits, including an image of the check returned? Does the Bank provide a history of charge-backs?	Explain
	The Bank shall provide stop-payment service to the College utilizing an internet-based treasury management system.	Explain
	Does access to reporting require specific software?	Yes/No Explain

6.2 REPORTING

Complete and timely online reporting is a critical factor for the College. The College requires full online reporting and download capabilities including the ability to define and sort information at various levels. Reporting should be comprehensive and allow for customization. The Bank must provide online statements the day following month end in a clear and concise format, and paper statements by the 10th day of the following month. An individual statement is needed for each account.

Bank should provide a sample of each detail and summary report available or a link to sample reports online.

REPORTING QUESTIONS:

	Is all Bank account information and reporting available on line?	Yes/No Explain
	Can all reports be downloaded and in what format?	Yes/No Explain
	Define level of customization, and drill-down capabilities available on online reporting and reports.	Explain
	What is the standard delivery time-frame for reports and statements? What alternatives are available?	Explain
	Can the Bank's deposit reporting be allocated by location via an auxiliary MICR field or other means?	Yes/No Explain
	Can the Bank's individual and consolidated monthly account analysis for all accounts be provided by the 10th day of the following month?	Yes/No Explain
	Can the Bank provide an online computer balance reporting system, with information on collected, available and closing balances, as well as a detail of total debits and credits posted to the account for the previous day by 7:00 A.M. each business day? What data elements will be provided (previous day ledger, collected and available balances, total credits, one day float, two day float, floating adjustments, total debits, and transactional details)?	Yes/No Explain
	Does the Bank provide online reporting system that shows current day ACH credits and debits as they occur?	Yes/No Explain
	Does the Bank provide ad hoc reporting?	Yes/No Explain
	Does the Bank retain or archive reports for clients?	Explain
	Banks will be required to provide statements to authorized auditors. If account statements and audit confirmations are requested by auditors, what is the Bank's response time to provide documentation?	Explain

6.4 AUTOMATIC CLEARING HOUSE (ACH) SERVICES

The College utilizes incoming and outgoing ACH transactions for bi-monthly payrolls, employee reimbursements, Bank payments, student refunds, and financial aid disbursements (cyclical in nature). The proposing Bank should provide details regarding processing incoming and outgoing ACH transactions. This includes the methods of transmission, daily cut off times for same day processing, lead time required for pre-notifications, and method of encryption.

The College offers and encourages direct payroll deposit by its employees. The College pays its employees semi-monthly on the 10th and 25th. The College has an average payroll of 1015 employees receiving direct deposit.

Currently, the College transmits the payroll data to the institution online usually by 8:00 P.M. the second working day prior to payday. Deposits must be made into the employees account by payday. Any deviation from these time limits must be stated in the proposal.

The College from time to time may need to transmit the payroll data one day prior to the pay date. We are therefore requesting what the deadlines for transmission are for both situations.

The College requires the option for same day ACH transactions for payments to 3rd party vendors.

ACH QUESTIONS:		
	What are the hours of operation of the ACH unit?	Explain
	What time is prior day information available?	Explain
	What time is current day information available? How often is current day information updated throughout the day?	Explain
	What are the Bank's cut-off times for customer initiation of ACH transactions? Please include same day ACH.	Explain
	Describe the process for initiating and approving online ACH and wire transactions. Does the online system prevent an initiator from approving their own ACH or wire transfer?	Explain
	Does the Bank's online ACH and wire transfer system provide for transferring money to and from other institutions, along with appropriate security levels for initiations and approvals?	Yes/No Explain
	Describe the procedures used to verify accurate and secure receipt of transmissions. What real-time methods does the Bank use to authenticate ACH transactions?	Explain
	Are all ACH transmissions encrypted?	Yes/No Explain
	Can the Bank automatically redeposit items returned for insufficient or uncollected funds?	Yes/No Explain
	How does the Bank handle file, batch, and item reversals and deletions?	Explain

	Does the Bank notify the College of returned ACH transactions on a daily basis? Notification should include date, amount, payee, description included on initial ACH, and the reason for the return.	Yes/No Explain
	Is there a window time ACH transactions are held by the Bank? If yes, how long are transactions held?	Yes/No Explain
	Describe the role of any third party processor used by the Bank to provide ACH service.	Explain
	Do you offer International ACH Transactions (IAT)? Please explain the process and time frames.	Explain

6.5 WIRE TRANSFER SERVICES

The College utilizes incoming and outgoing wires for Bank payment and student fee payments. The College prefers to create and use modifiable templates for recurring wires.

WIRE TRANSFER QUESTIONS:		
	Does the Bank provide daily notification of returned wires?	Yes/No Explain
	Does the wire notification include all information contained on the initial wire such as date, amount, name of payee, and description, as well as the reason for return and any other pertinent information?	Yes/No Explain
	Can the Bank accommodate repetitive wire instructions or future dated wire instructions?	Yes/No Explain
	In instances where data is insufficient and the College requests for further information from the Bank, will there be an additional cost?	Yes/No Explain
	The proposing Banking institution should provide a description of wire functionality including security features, a list of standard data elements, cut off times for same day delivery, and options surrounding the creation of templates.	Explain
	Do you offer International wire origination? Please explain the process and time frames.	Yes/No Explain

6.6 NOTIFICATION OF DISCREPANCIES OR FRAUD

The Bank should notify the College Business Office immediately if any discrepancy is found with a deposit. The College shall have the option to set a minimum threshold for this notification.

NOTIFICATION OF DISCREPANCIES OR FRAUD QUESTIONS:		
	Bank will process coin and/or currency orders on the same day they are received. Can the Bank provide the coin/currency deposit statement within one business day? How will that statement be transmitted to the College?	Yes/No Explain
	If there are discrepancies or adjustments to deposits, will the Bank provide a notice of adjustment or discrepancy within one business day? Describe the adjustment process for deposit discrepancies. Do you adjust the deposit amount or process an adjusting debit or credit?	Yes/No Explain
	At what dollar amount do you write off discrepancies?	Explain
	Describe the Bank’s process of handling a fraudulent claim against the College’s accounts.	Explain

6.7 POSITIVE PAY

The Bank will provide Positive Pay to ensure the College’s protection and security against fraud and theft. Positive Pay transactions should be monitored daily for violations. The Bank shall perform a daily reconciliation with any exceptions being reported to the College within 24 hours. An online system shall give the ability to return or pay exception items.

The College will transmit files each time a payroll or account payable check file is processed. The Bank shall have the capability to accept either an uploaded file from the College’s accounting system as well as manual issues via an online system as needed. All paid checks should be matched against the issue file for verification, giving the College the ability to instruct the Bank to pay or return an item.

POSITIVE PAY QUESTIONS:		
	What is the Bank’s file format for positive pay transmission?	Explain
	What are the Bank’s deadlines for transmitting check files for positive pay review?	Explain
	How does the Bank exclude voided checks or stop payments from positive pay file?	Explain

	How long after an “exception” in the College positive pay file load can an authorized check be cashed in a branch without rejection?	Explain
	Does the Bank provide ACH positive pay? Please describe.	Yes/No Explain

6.8 SWEEP ACCOUNT (OR SIMILAR MECHANISM) AND COLLATERALIZATION

It is the College’s intent to have all funds invested overnight with the intention of receiving the highest return while remaining compliant with safeguarding requirements. The College will require a nightly sweep account (or similar mechanism) to automatically transfer amounts from College accounts to an investment account (or back if below average balance). It is the College’s intent to have all monies on deposit at minimal risk while earning the highest possible return.

	SWEEP ACCOUNT QUESTIONS:	
	State the interest rate to be paid on daily collected balance. All proposals must specify the interest computation on the revenue account and what basis the interest rate is tied to.	Explain
	Describe the investment vehicle proposed by the Bank to provide the overnight investment of College funds (repurchase agreements, money market...).	Explain
	Describe the method of collateralization of overnight investments. How often are collateral securities reviewed and adjusted?	Explain
	How does the Bank evaluate creditworthiness of the repo transaction?	Explain
	What are the cut off times for transactions to be included in sweep?	Explain
	Are there any charges related to the overnight investment? If so what?	Yes/No Explain
	Please provide an example of the Bank’s Depository Collateralization Agreement.	Explain
	College will require all sweep investing and earnings transaction information on a daily basis with a month end cut off. Can you provide?	Yes/No Explain
	College will require daily statement that lists collateralized investments. Can you provide?	Yes/No Explain

	Can your Bank provide month end sweep account online statement within three (3) days in pdf format?	Yes/No Explain
	Please explain other mechanisms that may be available.	Explain

6.9 CHANGE FUNDS

The college utilizes change funds to facilitate daily operations in point-of-sale locations. Change funds may be requested at any time and tend to be cyclical in nature, with a higher volume of funds requested at the beginning of each semester. The college will identify authorized persons to request change funds and the option to request change funds delivered via armored car to the requested location.

CHANGE FUND QUESTIONS:		
	What is the procedure for requesting change funds?	Explain
	Are there specific timeframes for requests to ensure delivery? Are there any amount limits on funds?	Yes/No Explain
	Please provide the security measures to prevent unauthorized persons from requesting funds.	Explain

7. PURCHASE CARDS

The College currently participates in a purchasing card program utilized by most departments across multiple campuses. Purchases include travel, internet purchases, and small transactions in lieu of issuing purchase orders. On average each month, there are approximately 590 transactions valued at \$123,892.00. Annually, the average is approximately 6,900 transactions totaling \$1.5M.

The proposing Bank should include in its proposal a description of their procurement card services, technology abilities (i.e., web enabled, downloadable files, accounting interface), card management and maintenance, rebate amounts and thresholds, and other reasons why the College would benefit by participating in their program.

PURCHASE CARD QUESTIONS:		
	What system components and requirements does the Bank use for purchase card services? Include a detailed description and/or listing of standard and customizable application features (such as custom reporting or tracking for user-defined transaction data elements).	Explain

	Provide details for available features and mechanisms for controlling and limiting purchases by cardholder, merchant, or purchase category.	Explain
	Describe automated processes for managing the purchase card accounts, including new card issuance, replacing cards, establishing and modifying cardholder permissions and purchasing limits.	Explain
	Describe processes and/or mechanisms available for documenting and managing automated transaction approvals by budget and accounting authorities.	Explain
	Describe reports provided or available through the application, including standardized, custom, recurring/scheduled, and ad hoc reports. Provide samples of reports for cardholder, transaction, merchant, and managing account data sets. Is reporting data real time, or is it refreshed at specified intervals?	Explain
	Describe user interface features and reports available to facilitate and support reconciliation processes?	Explain
	How long is purchase card data stored and available for reporting?	Explain
	Describe the security, encryption, and cybersecurity features of the purchase card program and user interfaces, including mechanisms and processes for protecting cardholder data, fraud prevention, detection, and monitoring.	Explain
	Are rebates or other financial incentives available for purchase card usage? If so, explain and provide details and calculation formulas.	Explain
	Provide details on additional card benefits offered such as travel and emergency services, auto rental damage waivers, etc.	Explain
	Describe settlement terms, billing cycles, and available payment options.	Explain

8. OPTIONAL SERVICES

The College would like to know the capability of Vendor to provide other optional services including but not limited to: Payroll pay cards and banking supplies.

Provide a narrative description of these services and any other features or functionality available to CWI outside the scope of this RFP that can be added to the contract. For each new feature provide the proposed pricing.

9. IMPLEMENTATION AND TIMELINE

The implementation target date for these services is October 1, 2024, The system should be implemented and tested prior to the go-live date. The Bank shall provide all technical assistance, staff and materials for implementation of specific programming required for conversion. The Bank shall develop and implement a plan for the College rollout of services to smoothly transition from the current environment.

IMPLEMENTATION QUESTIONS:		
	Describe the Bank’s conversion and implementation plan for the College to come online as quickly as possible.	Explain
	Describe the expected time frame for implementation.	Explain
	Describe the process to integrate with Colleague by Ellucian and the payment gateway include any additional software or College IT services required.	Explain
	Indicate services the Bank will provide for the transition and implementation, and any work needing to be performed by the College.	Explain
	Describe the testing process you use to ensure successful implementation.	Explain
	Specify the people, by name and function, who will have primary responsibility for implementation and training.	Explain
	How are updates and dissemination of PCI and industry-related rules or regulatory changes accomplished?	Explain
	Does the Bank publish a newsletter covering industry issues, rules, and regulations? How often is this published? Provide the latest copy.	Yes/No Explain
	Does the Bank have documents implementation methodology? Provide details.	Yes/No Explain
	If there is a transition in services, does the Bank provide technical and user interface documentation to the College that would cover the services under this contract?	Yes/No Explain

10. CUSTOMER TRAINING AND SUPPORT

The Bank shall provide training sessions through delivery methods including but not limited to webinars and in-person at locations determined by the College, and at times mutually agreeable to both the Bank and the College. In addition, the Bank will provide continuation training by telephone to College staff members as part of its regular banking services. Such training shall include but is not

limited to applying for authorization and settlement processes, reporting, and dispute and chargeback processes.

CUSTOMER TRAINING AND SUPPORT QUESTIONS:		
	Is customer support available 24/7? How is it provided (phone or email)? Are there any charges for technical or customer support services?	Yes/No Explain
	Describe the Bank's customer-support organizational structure. Is the customer support function performed in-house, or is it outsourced? Where would the College's support team be located?	Explain
	How are support issues tracked and is there a specific Service Level Agreement?	Explain
	Does the Bank provide PCI compliance training?	Yes/No Explain
	Does the Bank provide fraud-management training or awareness programs?	Yes/No Explain
	Describe the training process (including any costs) with regard to (1) new accountant training and (2) ongoing training.	Explain

11. SECURITY AND DISASTER RECOVERY

The Bank shall ensure that all transactions are compliant with the most current version of PCI DSS or its successor. The Bank will maintain and ensure data integrity and user confidentiality and privacy. The Bank will report any compromise or breach of network security involving the College's transactional data. Banks must provide a descriptive answer for the following:

	How does the Bank handle PCI compliance initiatives? What consulting is available? Are there charges for these services?	Explain
	Describe the security measures used to prevent unauthorized user access to either the system or the data.	Explain
	What security measures are in place to minimize the risk of unauthorized transactions?	Explain
	Describe the measures used to provide internet security.	Explain
	Describe the procedures and policies in place to prevent internal fraud. Where does liability fall in the process of recouping loss due to such fraud?	Explain

	Does the Bank have a continuity plan for processing system and platforms in a disaster situation? Describe the Bank's local and system-wide back up and/or redundant systems.	Explain
	What is the expected time frame to become operational should a catastrophic event occur at a Bank site? What is the Bank's role in the process?	Explain

APPENDIX A BANK FEE SCHEDULE

The proposal shall contain all costs for providing the Banking services contained in this RFP for the College. Appendix A contains an example format for costs. This format is not required, however College Evaluators will be basing their review on whether the example costs are covered. In addition to costs listed in Appendix A, please provide any costs not listed that may be applicable.

Include standard rates and fees for optional services.

Service Description	Per Item Charge	Total Charge	Notes/Explanation
<i>Depository Services</i>			
Paper Credits			
Electronic Credits			
Paper Debits			
Electronic Debits			
Reject Checks Paid			
Deposited Items			
<i>Account Reconciliation Services</i>			
Online Positive Pay Only Maintenance			
Online Positive Pay Only			
Online Issue/Cancel Input			
Service Description	Per Item Charge	Total Charge	Notes/Explanation

Online Issued Mnt(?) Upload per File			
Payee Positive Pay Maintenance			
Payee Positive Pay			
Online Positive Pay Exceptions			
Single Point			
<i>Online Current Day Detail Account</i>			
• First			
• Next			
• Total			
Online Current Day per Item Detail			
<i>Online Previous Day Detail Account</i>			
• First			
• Next			
• Total			
Online Previous Day per Item Detail			
Service Description	Per Item Charge	Total Charge	Notes/Explanation
Monthly DDA Statement TXT			

Monthly DDA Statement PDF			
ACH Return and NOC Report			
Online Token Monthly Maintenance			
Online Account Add/Modify/ Delete			
Online Book Transfer Monthly Maintenance			
Online Book Transfer per Transfer			
Online Stop Payments Monthly Maintenance			
<i>Online ACH Origination Monthly Maintenance</i>			
• First			
• Next			
• Total			
Online Wires Setup			
Service Description	Per Item Charge	Total Charge	Notes/Explanation
Online Wires Monthly Maintenance			
• First			

• Next			
• Total			
<i>Online External Message Monthly Maintenance</i>			
• First			
• Next			
• Total			
Online External Task Sent			
<i>Wire Transfers</i>			
Wire Monthly Maintenance			
<i>Sweep</i>			
Repo Sweep Service			
<i>Image Services</i>			
Image Access Retrieved			
Service Description	Per Item Charge	Total Charge	Notes/Explanation
<i>ACH Services</i>			
ACH Originated Addenda Item			
ACH Received Item			

ACH Addenda Item			
ACH Block Monthly Maintenance per Account			
ACH Filter Monthly Maintenance			
ACH Filter Change			
ACH Return/NOC Electronic			
Online ACH On-US Item			
Online ACH Transit Item			
Online ACH Process Run			
Online ACH Return Item			
Online ACHNOC Item			
<i>CVS Coin/Currency</i>			
Cash Deposit per \$100 Extended			
Cash Vault Deposit Extended			
Costs for P-Card system, per card cost, rebate to CWI			

APPENDIX B TERMS AND CONDITIONS OF CONTRACT

The resultant contract will constitute the College's acceptance of the signed and dated proposal in response to the Request for Proposals Banking Services. The RFP and its attachments and amendments, and the Proposal submitted by the successful Bank will be incorporated into and become the contract. The following terms and conditions will be incorporated. By submitting an offer the Bank warrants they have reviewed these terms and can abide by them upon any acceptance of a Proposal by the College of Western Idaho:

1. GOVERNING LAW/JURISDICTION

The contract resulting from this RFP solicitation shall be governed in all respects (validity, construction, capacity, performance) by the laws of the State of Idaho or applicable federal laws. The venue or jurisdiction of any claim arising from this contract shall be in the federal and/or district courts located in Ada County, Idaho.

2. COMPLIANCE WITH LAWS

Bank shall comply with all requirements of federal, state and local laws and regulations applicable to Bank, Bank's Service or to the Property provided by Bank pursuant to this agreement.

Bank's obligations under this section include the verification process under Idaho Code Section 67-7903 requiring documentation of lawful presence for all employees. For the duration of the contract, the Bank shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

Acceptance of this agreement binds the Bank to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into this agreement. The Bank shall comply with pertinent amendments to such laws made during the term of the agreement and with all federal and state rules and regulations implementing such laws. The Bank must include this provision in every subcontract relating to this agreement.

The Bank must comply with all federal laws and regulations governing the privacy and protection of educational records, including but not limited to the Family Education Rights and Privacy Act (FERPA). Bank must be a current Payment Card Industry (PCI) Data Security Standard (DSS) Compliant Service Provider. Attach a current Certificate of Validation by a Qualified Security Assessor and your company's current inclusion on both Visa's and MasterCard's List of Compliant Service Providers.

Bank must certifies they are not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China in accordance with I.C. § 67-2359.

3. CONFIDENTIAL INFORMATION

Bank and its employees agree to maintain the confidentiality of any sensitive or personal data relating to the College. Bank and its employees may be privy to financial, personnel or other information that the College regards as proprietary or confidential. The Bank shall not disclose such confidential information to any third party without the express consent of the College.

“Confidential Information” includes (but is not limited to):

1. Personnel records, personal information that is non-public, health records, professional discipline records
2. Trade secrets, information protected by copyright laws, patents or pending patent applications, production records
3. Proprietary information both financial and technical, appraisals, bids, promotional marketing

4. STANDARD OF PERFORMANCE

The parties acknowledge that the College in selecting the Bank to perform the services of this RFP is relying upon the Bank's reputation for excellence in the performance of the services required hereunder. The Bank shall perform the services in the manner of one who is a recognized specialist in Banking Services.

The Bank shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Bank shall perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature. The rights of the College provided for under this contract are in addition to any rights and remedies provided by law.

All deadlines set forth in the contract are binding and may be modified only by subsequent written agreement of the parties. The Bank shall devote such time to performance of its duties under this contract as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this contract.

5. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that in the performance of the services under this contract, Parties shall at all times act as independent contractors with respect to each other. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Parties shall act as independent contractors pursuant to this agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on

behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

Bank shall supply, at its sole expense, all equipment, tools, materials and/or supplies to accomplish the work performed. The College shall not be responsible for providing worker's compensation coverage for Bank nor shall Bank be entitled to any benefits including but not limited to vacation pay, sick leave, PERSI, retirement benefits, health, life, dental, disability and unemployment insurance benefits.

6. INDEMNIFICATION

To the extent permitted by law the Bank shall defend, indemnify and hold harmless the College its officers, board members, agents and employees from any and all third party claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Bank, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Bank need not indemnify College or its officers, board members, agents and employees from the damages proximately caused by and apportioned to the negligence of the College or its officers, board members, agents and employees.

7. PATENT AND COPYRIGHT INDEMNIFICATION

Bank will defend, at its expense, a third-party action, suit or proceeding against the College to the extent such claim is based upon an allegation that any work product developed under the terms of this contract, as of its delivery date, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. Bank will indemnify the College for any judgments, settlements and reasonable attorney's fees resulting from a claim as provided in this section.

8. DISPUTE RESOLUTION

Before commencing litigation, each party agrees to notify the other party of any dispute arising out of or relating to this contract, and to attempt to resolve any such dispute by negotiation. Either party may initiate litigation within the State or federal courts located within the state of Idaho to resolve the dispute if it is not resolved by negotiation or mediation.

9. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the parties shall notify the other promptly in writing of any cause for delay. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

10. TERMS OF PAYMENT

Terms of payment will be negotiated for the final contract. Invoices will be submitted separately to the College on a monthly basis which clearly delineates what services are being billed for during the period. Invoices will be paid by the College on a net thirty (30) payment basis.

11. ASSIGNMENT OF RIGHTS

Neither party may assign, transfer or delegate any or all of its rights or obligations under this contract, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. INTEGRATION

This contract, together with all Appendices, Exhibits, Service Agreements and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this contract and those of any other incorporated documents, the following order of precedence shall govern:

1. College of Western Idaho Request for Proposals for Banking Services
2. Selected Response Proposal
3. Related Banking Service Agreements

13. AMENDMENTS

This contract may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

14. TERMINATION

Pursuant to Idaho Code Section 67-5717(9), the College may enter into contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such contracts contain no penalty to or restriction upon the College in the event cancellation is necessitated by a lack of financing for any such contract or contracts. The College reserves the right to terminate this contract without penalty if, in its sole judgment, the College of Western Idaho Board of Trustees fails, neglects, or refuses to appropriate sufficient funds as may be required for the College to continue such payments, or requires any return or "give-back" of funds required for the College to continue payments.

Termination for Convenience: The College or the Bank may terminate this contract upon 120 calendar days' advanced written notice. In the event of termination, Bank will advise the College of the extent to which performance has been completed and deliver any work in progress. Bank will be paid for all work performed and expenses incurred through the date of termination.

Termination for Breach: The Parties may terminate the contract (and/or any order issued pursuant to the contract) when the breaching Party has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days. The Parties, upon termination for default or non-compliance,

reserves the right to take any legal action they may deem necessary including, without limitation to offset damages against any payment due.

15. SIGNATURE

An authorized signature is required under Section 7 *Signature Block* for a proposal to be considered eligible. Bank's signature on the face of this solicitation certifies that this proposal is made without prior understanding, contract, or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. Bank agrees to abide by all conditions of this solicitation and certifies that the signatory is authorized to sign this proposal for the Bank.

APPENDIX C INSURANCE REQUIREMENTS

GENERAL REQUIREMENTS

The Bank shall provide evidence of insurance coverage as set out in this Appendix. The intent of the required insurance is to protect the College should there be any claims, suits, actions, costs or damages arising from any negligent or intentional act or omission of the Bank or its agents while performing under the terms of this contract. College of Western Idaho will be named as an “additional insured” party (except for Worker’s Compensation, and Professional Liability Insurance).

Before the start of the contract, the Bank shall provide evidence of such coverage as set out in this Appendix. All insurance provided will be issued by companies admitted to do business within the state of Idaho. The College will be provided notice thirty (30) days written notice of any cancellation, non-renewal or material changes to the insurance provided.

COMMERCIAL GENERAL LIABILITY

Bank shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than one million (\$1,000,000) each occurrence and two million (\$2,000,000) in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than two million (\$2,000,000). CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. All insurers shall have a Best’s rating of A- or better and be licensed and admitted in Idaho.

CYBER LIABILITY INSURANCE

Bank shall maintain Cyber Liability Insurance with limits of not less than one million (\$1,000,000.00). All insurers shall have a Best’s rating of A- or better and be licensed and admitted in Idaho.

PROFESSIONAL LIABILITY

If professional services are supplied to the College, Bank shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000). All insurers shall have a Best’s rating of A- or better and be licensed and admitted in Idaho.

WORKER COMPENSATION

The Bank shall maintain Workers Compensation coverage that meets statutory limits and as required by law.

APPENDIX D DATA SECURITY AGREEMENT

1. Definitions

Authorized Employee-means Banks's employees who have need to know or otherwise access to Personal Information to enable Service Provider to perform its obligations under this Agreement.

Personal Information-means information provided to Bank by or at the direction of Customer, in the course of Service Provider's performance under this Agreement that: (1) identifies or can be used to identify an individual (including but without limitation, names, signatures, addresses, telephone numbers, e-mail, addresses and other unique identifiers); or (2) can be used to authenticate an individual (including, without limitation, employee identification numbers, government issued identification numbers, passwords or PINS, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both subclasses (1) and (2), including without limitation all Highly-Sensitive Personal Information. Customer's business contact information is not by itself deemed to be Personal Information.

Highly Sensitive Personal Information-means an (1) individual's government issued identification number (social security number, driver's license number or state-issued identification number); or (2) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password that would provide access to an individual's financial account; or (3) biometric or health data.

2. Standard of Care

- a. Bank acknowledges and agrees that, in the course of its engagement by Customer, Bank may receive or have access to Personal Information. Service Provider shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Bank Employees or Agents.
- b. Personal Information is deemed to be Confidential Information of Customer and is not Confidential Information of Bank.
- c. In recognition of the foregoing, Service Provider agrees and covenants that it shall:
 - (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and

conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purposes or for the benefit of anyone other than Customer, in each case, without Customer's prior written consent; and

(iii) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees, including any subcontractors, agents, outsourcers or auditors, without express written consent from Customer unless and to the extent disclosure is required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Service Provider shall use best efforts to notify Customer before such disclosure or as soon thereafter as reasonably possible.

3. Personal Information Security

- a. Bank represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- b. Bank shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- c. At a minimum, Bank's safeguards for the protection of Personal Information shall include:
 - (i) limiting access of Personal Information to Authorized Employees;
 - (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - (iii) implementing network, device application, database and platform security;
 - (iv) securing information transmission, storage and disposal;
 - (v) implementing authentication and access controls within media, applications, operating systems and equipment;
 - (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media;
 - (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
 - (viii) strictly segregating Personal Information from information of Service Provider or its other customers so that Personal Information is not commingled with any other types of information;
 - (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and

- (x) providing appropriate privacy and information security training to Service Provider's employees.
 - d. During the term of each Authorized Employee's employment by Bank, Bank shall at all times cause such Authorized Employees to abide strictly by Service Provider's obligations under this Agreement.
 - e. Upon Customer's written request, Bank shall provide Customer with a network diagram that outlines SBank's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation:
 - (i) connectivity to Customer and all third parties who may access Bank's network to the extent the network contains Personal Information;
 - (ii) all network connections including remote access services and wireless connectivity;
 - (iii) all access control devices (for example, firewall, packet filters, intrusion detection and access-list routers);
 - (iv) all back-up or redundant servers; and
 - (v) permitted access through each network connection.
4. Security Assessment
- a. Bank shall conduct site audits annually of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Upon Customer's written request Bank shall provide Customer with the results of any audit by or on behalf of Bank performed that assesses the effectiveness of Bank's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.
 - b. At any time during the term of this Agreement at the Customer's written request or upon the termination or expiration of this Agreement for any reason, Bank shall, and shall instruct all Authorized Employees to, promptly return to the Customer all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Employees, or securely dispose of all such copies, and certify in writing to the Customer that such Personal Information has been returned to Customer or disposed of securely. Bank shall comply with all reasonable directions provided by Customer with respect to the return or disposal of Personal Information.
5. Security Breach Process
- a. If Bank has constructive knowledge or reasonable basis to believe that a Security Breach of Customer's Personal Information has occurred, SBank will provide notice to Customer as soon as commercially possible and will take immediate action to mitigate any risk. Such mitigation will include notifying law enforcement in accordance with applicable law.
 - b. Immediately following Bank's identification to Customer of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach in accordance with Bank's standard policies and procedures.

c. Bank shall:

- (i) provide Customer with the name and contact information for an employee of Bank who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) make available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Customer.
- (iii) Bank shall take reasonable steps to use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Service Provider's expense in accordance with applicable privacy rights, laws, regulations and standards.
- (iiii) Bank shall reimburse Customer for actual reasonable costs incurred by Customer in responding to, and mitigating damages caused by, any Security Breach, including all costs of remediation.

6. Indemnification

Bank shall defend, indemnify and hold harmless Customer and its respective officers, directors, employees, agents, successors and permitted assigns ("Customer Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Customer Indemnitee arising out of or resulting from Bank's failure to comply with any of its obligations under this Agreement.

APPENDIX E CONFLICT OF INTEREST/DEBARMENT

CONFLICT OF INTEREST

No employee of College of Western Idaho (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Offeror or in the proposed transaction. Offeror neither employs, nor is negotiating to employ, any College of Western Idaho employee, Board of Trustee member or close relative, with the exception of the person(s) identified below. Offeror did not participate, directly or indirectly, in the preparation of specifications upon which the RFP or offer is made.

List below the name(s) of any College of Western Idaho employee, Board of Trustee member or close relative who now or within the preceding 12 months: (1) works for the Offeror; (2) has an ownership interest in the Offeror (other than an owner of less than 1% of Offeror's stock, if Offeror is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Offeror; (4) has received grant, travel, honoraria or other similar support from Offeror; or (5) has a right to receive royalties from the Offeror.

Names _____

DEBARMENT/SUSPENSION STATUS

The Offeror certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The Offeror agrees to provide immediate notice to the College of Western Idaho's Vice President of Finance and Administration in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the RFP or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Offeror named and that the information contained in this document is true and accurate to the best of their knowledge.

Authorized Signature: _____ Title: _____

Name Printed: _____ Company Name: _____

Address _____ City/State/zip: _____

Date _____

APPENDIX F SIGNATURE BLOCK

Please return this page with each copy of your submittal.

The undersigned, an authorized agent of his/her company, hereby certifies:

() They have reviewed and understand all terms, conditions, and specifications herein stated.

() Vendor is qualified to perform work and services as included.

() The pricing contained in the proposal is valid for 120 days from submittal.

Company Name _____

Address - City, State, Zip Code _____

Federal Tax ID Number _____

Printed Name of Person Submitting Proposal _____ Title _____

Authorized Signature

Phone Number _____

E Mail _____

Date of Proposal Submission _____