



MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

# REQUEST FOR PROPOSAL (RFP)

RFP No: 789-05012025

For

LIT Installation and Operation of On-site Banking Branch  
Office and Automated Teller Machine(s)

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN:

**Thursday, July 10, 2025, AT 2:30 p.m. Central**

Prepared By:

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**Issue Date: 06/05/2025**

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## Section 1 – General Information

### 1.1 OBJECTIVE

Lamar Institute of Technology (**LIT**) is soliciting proposals in response to this Request for Proposal RFP No. 789-05012025 (this **RFP**), from qualified financial institutions to install and operate an on-site banking branch office to include ATMs (the **Services**). LIT expects to enter into a contract with the selected firm to provide the Services as further described in **Section 5** of this RFP.

Per Section 3.10 of this RFP, firms responding to this RFP must be in good standing with the Texas State Comptroller in accordance with Section 2252.903 of the Texas Government Code, must be insured either through the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), must be authorized to conduct business in Texas, and must also be able to demonstrate the capacity to meet LIT requirements as stated in this RFP.

This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. LIT will select the proposal(s) that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Firms that respond to this RFP will be referred to as “**Proposers**.”

### 1.2 DESCRIPTION OF LIT

Lamar Institute of Technology traces its roots back to March 8, 1923, when South Park School District in Beaumont authorized its superintendent to proceed with plans to open a “junior college of the first class.” On September 17, 1923, South Park Junior College opened with 125 students and a faculty of 14.

In 1932, separate facilities were provided, and the name of the institution changed to Lamar College, honoring Mirabeau B. Lamar, second president of the Republic of Texas and the “Father of Education” in Texas.

On September 1, 1995, the Institute of Technology was established as an educational center of Lamar University and a member of The Texas State University System. The Texas Legislature changed the name of the institution to Lamar Institute of Technology in 1999.

Lamar Institute of Technology is a great center of learning for everyone in Texas. LIT focuses on teaching excellence, student success and community engagement. LIT is an open-door postsecondary institution ready to serve all students. LIT provides a curriculum consisting of over 50 degree and certificate programs covering a wide range of career and technical educational opportunities. LIT is accredited by the Southern Association of Colleges and Schools Commission on Colleges. The LIT campus in Beaumont is about 90 miles east of Houston and about 25 miles west of Louisiana.

### 1.3 SCOPE OF GOODS OR SERVICES

A. The Services described in this RFP are directed toward the following four (4) major goals:

1. Overall benefit to LIT students.
2. Sufficiency of financial resources and ability to perform or provide the services.
3. Banking services offered.
4. Commitment to promoting financial literacy.

B. General Overview

The Proposal should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of LIT's needs.

Proposer's firm must be fiscally strong and able to provide the required Services on an uninterrupted basis. Proposers are encouraged to present services not anticipated by this RFP.

C. Exclusions

Depository services will not be addressed in this RFP or included in any agreement that may result from this RFP.

D. Master Lease Agreement

LIT intends to enter into a Master Lease Agreement (**MLA**) with one (1) Proposer. The Procurement office at LIT will be the main point of contact for contractual and legal issues during the Contract Term and the Finance office will be responsible for operational issues.

### 1.4 CONTRACT TERM

The contract term shall be for five (5) years, beginning on the effective date of the Agreement. The total duration of the contract shall not exceed five (5) consecutive years.

The selected firm must allow time to put in place any staffing, equipment or supplies required to begin providing the Services with an anticipated start date of September 1, 2025, if possible.

### 1.5 SCHEDULE OF EVENTS

Below is the anticipated schedule of events for this RFP. LIT reserves the right to revise this schedule. Any such revision will be formalized by the issuance of a written addendum to the RFP (ref. **Section 2.4**, Clarifications and Interpretations).

Solicitation Event	Anticipated Date
RFP issued	(Th) June 05, 2025
Mandatory Pre-Proposal Conference	(W) June 18, 2025, at 3:00 p.m. (Central)

Deadline for questions to be submitted by vendors (the “ <b>Question Deadline</b> ”)	(Th) June 26, 2025
Answers to submitted questions published	(Th) July 03, 2025
RFP responses due (the “ <b>Submittal Deadline</b> ”)	(Th) July 10, 2025, at 2:30 p.m. (Central)
Anticipated Contract Start Date	**September 1, 2025

\*\*Contract start date is dependent upon contract negotiations, execution of final contract, and any rework of available space.

**1.6 CLASS AND ITEM (NIGP) CODES**

The related Class and Item code(s) for goods / services requested are: 946-00, 946-22, 946-25.

**1.7 GROUP PURCHASING AUTHORITY**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

Texas institutions of higher education (**IHEs**) routinely evaluate whether a contract resulting from a procurement conducted by another IHE might be suitable for use, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that consider the higher volumes and other expanded opportunities that could result from the eventual inclusion of other IHEs in the purchase contemplated by this RFP. Any purchases made by other IHEs based on this RFP will be the sole responsibility of those IHEs.

## Section 2 – Notice to Proposers

### 2.1 PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this Solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, et seq.) after the Solicitation is completed.

- A. LIT strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, and *Texas Government Code*.
- B. Proposer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- C. Information provided to Proposer by LIT, and information from representatives of LIT and information provided to Proposer by members of the public or any other third party shall belong to LIT.
- D. Information created or otherwise produced by Proposer shall remain the exclusive property of Proposer. Proposer acknowledges any final report or papers will be provided in accordance with this RFP, and that any information contained in any report or papers, which Proposer believes is confidential under Texas law will be clearly designated as such by Proposer.
- E. If LIT receives a request for public information for any portion of any final report or papers that have been designated by Proposer to be confidential, LIT will provide notice to Proposer and Proposer may submit a brief to the Office of the Attorney General, as provided by Chapter 552, *Texas Government Code*.

### 2.2 POINT OF CONTACT

LIT designates the following person as its representative and Point of Contact for this RFP:

Amberr Melo  
Email: [amelo@lit.edu](mailto:amelo@lit.edu)

LIT instructs interested parties to restrict all contact and questions regarding this RFP to **written** communications with the Point of Contact. Proposers shall restrict all contact with LIT and direct all questions regarding this RFP in writing to the Point of Contact.

### 2.3 PROPOSER QUESTIONS

After the RFP is advertised, Proposers will have until the Question Deadline (ref. **Section 1.5**, Schedule of Events) to submit written questions, including questions regarding terms and conditions or for clarification of the proposal, to LIT's Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated where possible, and answered in a written addendum. The addendum will be posted on the Texas Electronic State Business Daily (**ESBD**) at: <http://www.txsmartbuy.com/sp>. Enter "789" in the **Agency Number** field to search ESBD for Lamar Institute of Technology solicitations. LIT will provide responses as soon as practicable following the Question Deadline, however, LIT reserves the right to decline to respond to any question. It is the Proposer's responsibility to continually check the ESBD for Addenda.

## 2.4 CLARIFICATIONS AND INTERPRETATIONS

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by LIT as a written addendum. Addenda, if required, will be issued by LIT and posted on the ESBD (ref. **Section 2.3**). It is the responsibility of all Proposers to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. LIT intends to issue any required addenda a minimum of five (5) business days prior to the Submittal Deadline (ref. **Section 3.1**) to allow time for Proposers to review information and complete responses. All such addenda issued by LIT must be acknowledged by Proposers and incorporated into the RFP response (ref. **Section 7**).

## 2.5 EVALUATION OF PROPOSALS

It is the intent of LIT to award a contract to the responsible, responsive Proposer that submits a proposal meeting the minimum criteria set forth herein, and that represents the best value, per 51.9335 (b) *Texas Education Code*, to LIT. Best value is determined by considering: the purchase price, the total long-term cost to the institution of acquiring the vendor's goods or services, the reputation of the vendor and of the vendor's goods or services, the vendor's past relationship with the institution, the quality of the vendor's goods or services, the extent to which the goods or services meet the institution's needs, and any other relevant factor that a private business entity would consider in selecting a vendor.

- A. Review/Initial Ranking: All properly submitted proposals will be reviewed, evaluated, and ranked by LIT according to the Evaluation Criteria provided in **Section 9** of this RFP. Representatives from third party vendors or other outside entities that are currently contract holders with LIT (**External Representatives**) may have access to Proposers' submitted proposals and other relevant materials to assist LIT in conducting its review. Only criteria designated in the solicitation can be considered in the award determination.
- B. Upon completion of proposal review, LIT will determine an initial ranking of the Proposers. If the initial ranking of the Proposers is reasonably conclusive, LIT may make a "best value" selection based solely upon the submitted proposals. If not, then LIT may conduct interviews with a "short list" of top-ranked Proposers.
- C. Interviews/Short List Presentations: Upon completion of the initial review, evaluation, and ranking of the proposals, LIT may invite one or more Proposer within the competitive range, at the Proposer's expense, to give an oral and/or written presentation and respond to

questions. Interviews, at LIT's discretion, may be held either on-site at LIT's offices in Beaumont, Texas or by video conference.

- D. Best and Final Offers (BAFOs): After the initial evaluation process or at the conclusion of oral and/or written presentations but, before final selection of Contractor is made, LIT may permit a Proposer to revise its proposal to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. LIT will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. LIT is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to overall, as determined by LIT.
- E. Negotiations: If possible, an award will be made without negotiating. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving contract award. Proposers are strongly encouraged to submit the best offer at the time proposals are due.

## **2.6 AWARD OF CONTRACT**

- A. A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order or fully executed contract. Any contract shall be governed, construed and interpreted under the laws of the State of Texas, TSUS Administration policy, and LIT policy as the same may be amended from time to time. Any legal action must be filed in Jefferson County, Beaumont, Texas.
- B. Tie Proposals: Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).
- C. Multiple Awards and Utilization: It may be determined that having the Services provided by multiple Proposers is more advantageous to LIT. LIT reserves the right to make multiple awards against this RFP. LIT will only pay for Services utilized and makes no guarantee of a maximum amount to be paid over the course of any contract that may result from the RFP.
- D. No Guarantee of Award: LIT makes no warranty or guarantee that an award will be made as a result of this RFP. LIT reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in LIT's best interest. LIT reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meetings with or in writing to LIT, at LIT's discretion. Representations made by Proposer within its proposal will be binding on Proposer. LIT will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

## **2.7 LIT'S RESERVATION OF RIGHTS**

LIT may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. LIT reserves the right to divide the Project into multiple parts, to reject any and all

proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. LIT makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

## **2.8 ACCEPTANCE OF EVALUATION METHODOLOGY**

By submitting its proposal in response to this RFP, Proposer accepts the evaluation process and acknowledges and accepts that the determination of the “best value” firm(s) will require subjective judgments by LIT.

## **2.9 NON-REIMBURSEMENT FOR COSTS**

Proposer acknowledges and accepts that any costs incurred from the Proposer’s participation in this RFP process shall be at the sole risk and responsibility of the Proposer. Proposers submit proposals at their own risk and expense.

## **2.10 CONFLICTS/CONTACT**

Proposers shall not contact LIT employees about this RFP until the resulting contract(s), if any, are fully executed.

## **2.11 OWNERSHIP AND USE OF WORK MATERIAL**

All work material, whether accepted or rejected by LIT, is the sole property of LIT and for its exclusive use and re-use at any time without further compensation and without any restriction.

## **2.12 TERMINATION/CANCELLATION:**

LIT may terminate any resulting agreement for any reason, including material changes to selected Proposer’s firm, upon thirty (30) days written notice to the other party.

## **2.13 CERTIFICATE OF INTERESTED PARTIES:**

Pursuant to *Texas Government Code* 2252.908 and Texas Ethic Commission Rule 46, for contracts that either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of the Disclosure of Interested Parties (Texas Ethics Commission Form 1295) filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. By submitting a proposal in response to this RFP, Proposer agrees to comply with this law. Information on the Disclosure of Interested Parties can be found at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## **2.14 MANDATORY PRE-PROPOSAL CONFERENCE**

LIT will hold a mandatory pre-proposal conference at **3:00 p.m. [Central] on Wednesday, June 18, 2025, in the 2<sup>nd</sup> floor conference room of the Cecil Beeson Building**. The pre-proposal conference will allow all Proposers an opportunity to ask LIT’s representatives relevant

questions and clarify provisions of this RFP. The Point of Contact will post the pre-proposal conference sign-in sheet to the ESD after the meeting. This is a mandatory pre-proposal conference. Only those firms who have a representative attend, and are noted on the sign-in sheet, will be allowed to submit a proposal for this RFP.

## Section 3 – Requirements of Proposal

### 3.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION:

LIT will receive proposals for this RFP at the time and location described below. The Proposer (not LIT, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the proposal is received by the Point of Contact, in the format described below (ref. **Section 3.3**), **prior** to the Submittal Deadline.

**Submittal Deadline: Thursday, July 10, 2025 at 2:30 PM CENTRAL**

Lamar Institute of Technology  
Attn: Amberr Melo  
855 E Lavaca  
Beaumont, Texas 77705  
Re: RFP 789-05012025

**NOTE: A public opening of responses will not be conducted for this RFP.**

### 3.2 HISTORICALLY UNDERUTILIZED BUSINESSES:

It is the policy of LIT to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (**HUBs**). Accordingly, LIT has adopted a policy on the Utilization of Historically Underutilized Businesses. The policy applies to all contracts with an expected value of \$100,000 or more. If LIT determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the proposal. Failure to submit a required HUB Subcontracting Plan form will result in rejection of the proposal.

- A. LIT has determined that subcontracting opportunities are not probable under this RFP.
- B. A HUB Subcontracting Plan is not required for this RFP.

### 3.3 PROPOSAL FORMAT AND REQUIRED COPIES:

- A. Unacceptable Proposal Delivery Methods: LIT will not accept proposals in response to this RFP that are submitted by telephone, facsimile (fax) transmission, or electronic mail.
- B. Proposal Envelope/Box/Container: Proposal must be placed in a sealed envelope, box, or container that is completely and properly identified with the name of Proposer's firm, RFP number, due date and time. It is the Proposer's responsibility to have the proposal correctly marked, addressed and delivered to LIT by the Submittal Deadline for receipt by the Point of Contact.
- C. Format for Proposal: Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate

proposals are not desired. Sections will be tabbed and clearly labeled for ease of review and evaluation.

Proposer should submit the complete proposals, both the paper and electronic copies, using a format substantially like the following in terms of order of content:

- a) Cover page
- b) Table of Contents
- c) Executive Summary of Proposal
- d) Pricing and Delivery Schedule (ref. **Section 6**)
- e) Execution of Offer (ref. **Section 7**)
- f) Proposer's Questionnaire (ref. **Section 8**)
- g) Additional Questions Specific to RFP (ref. **Section 9**)
- h) Statement of agreement with PO Terms & Conditions or redlined agreement (ref. **Section 10**)
- i) Draft Master Lease Agreement (ref. **APPENDIX ONE**)
- j) Add additional items as needed (i.e. responses to questions and requests for information in RFP)
- k) Supplemental Information: Proposer may submit any additional information Proposer feels is relevant to the proposal. This information must be clearly labeled as "Supplemental Information" and in a separate tabbed section of the proposal.

**NOTE:** Proposers are responsible for submitting all required information as requested in this RFP. The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together the proposal package. Any items stated in other Sections of the RFP, but not listed in this Section, are still required to be provided as part of the proposal submission.

- D. **Required Copies:** Proposer must submit (a) five (5) complete paper copies of its entire proposal, and (b) one (1) USB flash drive with the individual and separate files as described below. The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number. An *original* signature by an authorized officer of Proposer's firm must appear on the Execution of Offer (ref. **Section 7**) of the electronic copy of the entire proposal and at least one (1) paper copy of the submitted proposal. The paper copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

The USB flash drive must contain the following four (4) individual and separate files:

1. One (1) complete electronic copy of the entire proposal, in a single .pdf file
2. One (1) electronic copy of the proposal in a single .pdf file that **does not** contain pricing information relative to **Section 6**
3. One (1) redlined electronic copy of **APPENDIX ONE**, if applicable, in an editable format (i.e. Microsoft Word)
4. One (1) electronic copy of proposed monthly lease fee (ref. **Section 6.1**) and one (1) copy of Proposer's Services and Fees (ref. **Section 6.2**) in an editable format (i.e. Microsoft Excel or Word)

### **3.4 PRICING**

Proposer shall provide all-inclusive pricing as requested in **Section 6** of this RFP. All pricing must be in United States Dollars.

### **3.5 EXECUTION OF OFFER**

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 7**) as part of the proposal. The Execution of Offer must be signed by an authorized officer of Proposer's firm duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in the rejection of the proposal.

### **3.6 PROPOSER'S QUESTIONNAIRE**

Proposer must completely answer all questions asked in **Section 8** (Proposer's Questionnaire). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

### **3.7 ADDITIONAL QUESTIONS SPECIFIC TO RFP**

Proposer must completely answer all questions asked in **Section 9** (Additional Questions Specific to RFP). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

### **3.8 GENERAL TERMS AND CONDITIONS OF CONTRACT**

Proposer must completely answer all questions asked in **Section 10** (General Terms and Conditions of Contract). Any proposed changes or additions to LIT's intended agreement for the Services (ref. **APPENDIX ONE**) must be submitted with Proposer's proposal in the form of a redlined APPENDIX ONE with track changes engaged and comments to support Proposer's requested change(s) included.

### **3.9 VALIDITY PERIOD**

By submitting a proposal in response to this RFP, Proposer accepts that the proposal will remain valid for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

### **3.10 MINIMUM REQUIREMENTS**

In response to this section, each Proposal must include information that clearly demonstrates that Proposer meets each of the following minimum qualification requirements:

- A. Proposer is current with the State of Texas Comptroller in accordance with Section 2252.903 of the Texas Government Code.
- B. Proposer can provide Certificate of Franchise Tax status, if applicable.

- C. Proposer must be insured either through the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
- D. Proposer shall demonstrate evidence of certifications, permits, licenses and insurances as appropriate to perform Services as required.

## Section 4 – Terms & Conditions of Proposal

The items below apply to and become a part of proposal. Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification. Only additions/modifications to **APPENDIX ONE** (ref. **Section 10**) will be considered by LIT. PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

### 4.1 PROPOSAL REQUIREMENTS AND GENERAL INSTRUCTIONS

- A. Rules, Regulations & Statutes: LIT is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, as well as LIT Policies and Procedures, in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall confirm its compliance with all necessary State and/or Federal requirements relative to work performed.
- B. Submittal Deadline Exception: If LIT is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.
- C. Late or Unsigned Proposals: Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind Proposer's firm in a contract. The Proposer (not LIT, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the complete proposal is received in LIT's office prior to the specified opening date and time.
- D. FOB Designation: Shipping terms will be FOB Destination, freight prepaid and allowed unless otherwise stated within the specifications.
- E. Pricing: Proposal prices are requested to be firm for LIT acceptance for ninety (90) days from proposal opening date (unless otherwise stated in specifications). Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned. All costs/pricing must be in United States dollars. LIT will not recognize or accept any charges or fees to perform Services that are not specifically stated in the Pricing and Delivery Schedule.
- F. Tax Exempt: Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per *Texas Tax Code*, Section 151.309(4). Do not include tax in the proposal.
- G. Right to Accept or Reject: LIT reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of LIT and the State of Texas.
- H. Withdrawal: Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period

of ninety (90) days, to provide the commodity or service set forth in the specifications, or until a selection has been made by LIT.

- I. Proposal Costs: Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. LIT is not liable for any costs incurred by a Proposer in response to this RFP.
- J. Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by LIT, at LIT's sole discretion.
- K. Any proposal that fails to comply with the requirements contained in this RFP may be rejected by LIT, at LIT's sole discretion.

#### **4.2 SPECIFICATIONS:**

- A. Brand Name Descriptive: Catalogs, brand names or manufacturer's references indicate the type and quality required by LIT. Proposals on brands of like nature and quality will not be considered unless otherwise stated in the RFP. If proposing other than brand referenced, proposal will show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal.
- B. New Items: Unless otherwise specified, items shall be new and unused and of current production.
- C. Samples: Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the Proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of LIT.
- D. Oral Statements: LIT will not be bound by any oral statement or representation contrary to the written specifications of the RFP.
- E. Manufacturer's Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
- F. Warranty-Product: Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render any potential contract voidable at the option of LIT. Proposer warrants that the goods proposed and furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- G. Secure Erase of Hard Disk Capability: All equipment provided to LIT that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the

end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

#### **4.3 NON-DISCLOSURE**

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of LIT.

#### **4.4 CONFLICTS**

In event of a conflict between standard proposal requirements and conditions and the attached detailed specification, the detailed specification shall govern.

#### **4.5 PROPOSER AFFIRMATION**

Submitting a proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists. By submitting a proposal, the Proposer herein affirms:

- A. Vendor Ethics - Gratuities: As an agency of the State of Texas, LIT holds the trust of the public. All Proposers and persons doing business with LIT must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a LIT employee that might reasonably appear to influence the employee in the discharge of official duties. LIT may, by written notice to the Proposer, cancel any resulting contract without incurring liability if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of LIT with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event any contract resulting from this RFP is cancelled by LIT pursuant to this provision, LIT shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
- B. If Proposer is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- C. Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

- D. Under Section 2155.004, *Texas Government Code*, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. By submitting a proposal in response to this RFP, Proposer certifies and affirms that: 1) Proposer has not received compensation for participation in the preparation of the specifications for this RFP; and 2) the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
  
- E. If applicable, pursuant to *Texas Family Code*, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any contract resulting from this RFP may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. If awarded this RFP, Proposer will provide this information to LIT prior to contract execution.
  
- F. Pursuant to Section 2155.004 *Texas Government Code* regarding collection of state and local sales and use taxes, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.
  
- G. Proposer agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
  
- H. Proposer certifies that they are in compliance with *Texas Government Code*, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 does not apply, Proposer will state “not applicable” in response to this Section. If Section 669.003 applies, Proposer will submit the following information in response to this Section with their response in order for the proposal to be evaluated:
  - Name of Former Executive: \_\_\_\_\_
  - Name of State Agency: \_\_\_\_\_
  - Date of separation from State Agency: \_\_\_\_\_
  - Position with Proposer: \_\_\_\_\_
  - Date of Employment with Proposer: \_\_\_\_\_
  
- I. Proposer represents and warrants that Proposer’s provision of services or other performance under any contract resulting from this RFP will not constitute an actual or potential conflict of interest and represents and warrants that it will not reasonably create even the appearance of impropriety.

- J. Proposer and any of its principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are not debarred, suspended, or otherwise excluded from doing business with LIT.
- K. Proposer certifies that if a Texas address is shown as the address of the Proposer on its proposal, Proposer qualifies as a Texas Bidder as defined in Section 2155.444(c) of the *Texas Government Code*.

#### **4.6 TERMS AND CONDITIONS ATTACHED TO RESPONSE**

Any terms and conditions attached to the proposal will not be considered unless referred to in the proposal (ref. **Section 10**).

## Section 5 – Scope of Work

The purpose of this RFP is to solicit proposals to enter into a lease agreement with a qualified and experienced bank/credit union to lease up to 812 square feet (referred to as “**Space**”) in the Cecil Beeson building to operate a banking branch office and to provide Automated Teller Machine(s), as described herein. The successful Proposer, if any, is referred to as the “**Contractor**.” Services described in this RFP will be provided to, and on behalf of, LIT.

The scope of this RFP does not include any depository services for LIT or the TSUS system/components. LIT will enter into a lease agreement for the Space with a negotiable lease amount per month due and payable on or before the 5th day of each month.

Proposers shall submit a complete response to all requirements and specifications set forth in this RFP. Proposers may expand or offer any additional suggestions and/or services that their firm feels may benefit LIT in addition to the requirements listed in this RFP.

### **Contractor will provide the following Services:**

Services to be provided by the Contractor include, but are not limited to:

#### **5.1 FACILITY**

##### **A. SPACE:**

- Room is located on the first floor of the Cecil Beeson building and does not contain a vault (see **APPENDIX TWO**).

##### **B. HOURS:**

- Contractor shall follow LIT campus hours updated annually and approved by TSUS.

##### **C. EQUIPMENT:**

- Contractor shall provide all
- Properly secured equipment is mandatory which can be installed and operated with the current technology with a preferred Wi-Fi connection.

##### **D. TECHNOLOGY:**

- Contractor shall provide own fully independent internet services (business-class Spectrum or equivalent).
- LIT’s network (wired or wireless) cannot be used due to security and PCI compliance.
- Space for network equipment can be provided, upon request.
- If surveillance is required, Contractor must provide and manage their own equipment on their own network.
- If telephone service is required, Contractor must be managed on their own network infrastructure.

##### **E. UTILITY SERVICES:**

- Cost of utilities shall be factored into the monthly lease cost.
- LIT will provide sufficient electrical services, heating, ventilation, and air conditioning through the existing systems for the Space.

##### **F. CUSTODIAL CLEANING SERVICES:**

- Cleaning services are not included; Contractor shall be responsible for all custodial and cleaning needs for the Space.

## **5.2 AUTOMATIC TELLER MACHINES (“ATM”)**

- A. Contractor shall assume all costs to install, operate, and remove the ATM(s) and shall return the ATM space to the original condition, with reasonable wear and tear expected, at the expiration or cancellation of the Contract.
- B. Dedicated, secure internet connection required for ATMs, will be separate from LIT’s network. LIT can provide physical space and cable paths but will not support networking or communications for ATM operations.
- C. ATM(s) shall not obstruct hallways or accessibility functions.
- D. ATM services must be made available to mirror the building hours.

## **5.3 PARKING**

- A. Reserved parking spaces will be made available to all staff assigned to the lease at a cost to the Contractor.
- B. Parking spaces will be located as close as possible to the Cecil Beeson building, but no specific parking space can be guaranteed.

## **5.4 IMPROVEMENTS**

- A. Any improvements to the Space desired by the Contractor either prior to occupancy or thereafter, will be paid for by the Contractor.
- B. Plans for any renovation work of the Space must have written approval by the LIT Facility Director.
- C. Renovation work is subject to all applicable laws and any drawings and specifications must be signed by an approved Architect or Engineer as required by law.
- D. Contractor may be required to restore the Space to the same condition that it was prior to the occupancy upon expiration of the Contract.

## **5.5 MAINTENANCE AND REPAIR**

- A. All services and costs relating to the maintenance and repair of the Space will be the responsibility of the Contractor, with the exception of structure (foundation, floors, walls, windows, ceiling and roof) and electrical delivery system (electrical panels, wiring, lighting instruments, and receptacles).
- B. Should the Contractor elect to replace functioning light fixtures or expand or upgrade the existing electrical service, changes will be at the expense of the Contractor.
- C. All electrical fixtures and services, must be reviewed and approved prior to any changes by the LIT Facility Director.

## **5.6 SIGNAGE**

- A. Plans for proposed interior signage must be approved in writing by the LIT Facility Director.
- B. No exterior signage will be permitted on the Cecil Beeson building facility.
- C. All signage will be placed at the cost of the Contractor.

## **5.7 SECURITY**

- A. LIT will provide all best efforts to maintain the security of the Cecil Beeson building.
- B. Contractor is fully responsible for the security of the Space, including alarms and locks.
- C. A current list of individuals, to include contact information, who have access to the Space must be on file with the LIT Facility Director and Risk Management.
- D. Keys to the exterior doors of the Cecil Beeson building will be issued to a limited number of individuals on the Contractor's staff, upon request.
- E. All necessary alarms and security devices will be installed at the expense of the Contractor.

## **5.8 MANADATORY REQUIREMENTS/CONDITIONS**

- A. Contractor shall be responsible for the payment of any fees, licenses, or taxes which may be required.
- B. The Space and the ATM must be compliant with the American with Disabilities Act and the Texas Accessibility Standards, and LIT policies and procedures.
- C. Contractor will provide adequate management and staffing conducive to the delivery of a high level of customer service.
- D. Contractor shall comply with all federal and state regulatory requirements.
- E. Contractor shall provide a list of Services that will be provided and all current customer charges for each Service (**ATTACH AS AN EXHIBIT TO PROPOSAL**).
- F. Charges shall not exceed what is charged to existing customers of the Contractor.
- G. Services shall include those Services typically provided by a financial institution which may include, but are not limited to:
  - Various checking account plans, savings accounts and CDs
  - Overdraft protection
  - Debit and prepaid cards
  - Comprehensive account statements
  - Loans
  - Budgeting assistance
  - Lending services
  - Money orders
  - Cashier's checks
  - Certified checks
  - Coin counting
  - Traveler's checks
  - Wire transfers
  - Other payment solutions
  - Mobile banking and bill pay
  - Counter checks
  - Notary Services

## **5.9 PREFERRED REQUIREMENTS/CONDITIONS**

- A. Ideally, Contractor will provide additional Services that meet the needs of not only a traditional clientele but also to collegiate students.
- B. Ideally, Contractor will provide financial literacy seminars/workshops to LIT students to enhance their understanding and better manage one's finances. NO LIT student data will be shared or provided by LIT to Contractor.

- C. Additional Services may include, but are not limited to, loans (student, auto, etc.) counseling, assistance in budgeting money, savings plans, retirement planning, fraud prevention services, and identity theft guidance and protection.

**5.10 SCHOLARSHIPS OR VALUE-ADDS TO INSTITUTION**

- A. Contractor should include any scholarship offerings for LIT students.
- B. Contractor should include any additional value-add items to LIT, such as special discounts or rates made available to LIT students.
- C. Such items must be clearly defined and submitted as attachments to the Proposal.

**5.11 PERFORMANCE BOND**

- A. Contractor shall provide a Performance Bond equal to one hundred (100%) percent of the total annual value of the agreement, renewable annually for the life of the agreement (TGC 2252.064).
- B. Performance Bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas and in a form acceptable to LIT. If any surety upon any bond furnished in connection with the agreement becomes insolvent, or otherwise not authorized to do business in Texas, Proposer shall promptly furnish equivalent security to protect the interests of LIT.
- C. Contractor shall provide no less than thirty (30) days of notice to LIT in the event of any change in surety.
- D. Performance Bond shall be accompanied by a valid Power-of-Attorney (issued by the surety and attached, signed, and sealed with the corporate embossed seal, to the bond) authorizing the agent who signs the Performance Bond to commit the Contractor to the terms of the bond, and stating (on the face of the Power-of-Attorney) the limit, if any, in the total amount for which the individual is empowered to issue a single bond.

**5.12** Additional banking services Contractor currently offers but are not contemplated by LIT under this RFP, may be considered for use during the Contract Term, if mutually agreed upon in writing by both parties. If such additional services are required/initiated later in the Contract Term, the services and charges stipulated in the Contractor's Proposal in response to the RFP will be applied.

**5.13** Perform additional duties, tasks or services not specifically identified but related to the Services described in this RFP, including the incorporation of any new services introduced by Contractor or emerging technologies related to the Services described in this RFP during the Contract Term, if needed and when mutually agreed upon in writing by both parties. If such additional duties, tasks, or services are requested/initiated later in the Contract Term, if no fee category exists in Contractor's Proposal, the lesser of a negotiated fee or the standard charge for such services as published by the Contractor will apply.

## Section 6 – Pricing Schedule

Proposer shall include in response to this Section any and all costs associated with the Services (at a firm fixed price) as requested in **Section 5** or any other part of this solicitation. Pricing must be in United States Dollars and is considered all inclusive.

### 6.1. MONTHLY LEASE PAYMENT

A. Indicate proposed monthly lease amount for Space: \$ \_\_\_\_\_

B. Dollars (amount written out): \$ \_\_\_\_\_

### 6.2. PRICING SCHEDULE FOR SERVICES AVAILABLE

Services (not limited to)	Fees	Indicate Frequency of charge (i.e. one time cost, per transaction, monthly, etc.)
Basic Checking	\$	
Deluxe Checking	\$	
Savings Accounts	\$	
CDs	\$	
Debit Card	\$	
Prepaid Card	\$	
Lending Services	\$	
Money Orders	\$	
Cashier’s Checks	\$	
Certified Checks	\$	
Coin Counting	\$	
Traveler’s Checks	\$	
Wire Transfers	\$	
Mobile Banking	\$	
Mobile Bill Pay	\$	
Counter Checks	\$	
Notary Services	\$	
ATM service/usage fees	\$	

A. Provide any additional service(s), fee(s), and frequency of charge(s) in a separate editable file (i.e. Microsoft Word or Excel) titled “**Section 6 – Full List of Fees**” for LIT’s consideration.

### 6.3. DELIVERY

Indicate number of calendar days needed to commence performance of the Services after contract execution.

\_\_\_\_\_ Calendar Days

**6.4. INVOICING:**

There are no direct costs to LIT in execution of this Agreement.

**6.5. PAYMENT TERMS**

LIT's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

LIT, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), LIT is not required to provide a tax exemption certificate to establish its tax exempt status.

**6.6. CONTRACTOR EXPENSES**

A. LIT will *not* reimburse Contractor for expenses.

## Section 7 – Execution of Offer

**Proposer shall complete, sign, and submit this Execution of Offer with its proposal response. The Execution of Offer must be signed by an authorized officer of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign the Execution of Offer will result in the rejection of proposal.**

- 7.1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
- 7.2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
- 7.3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposal lists.
- 7.4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror nor the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.
- 7.5. **Acknowledgement of Addenda:** The undersigned Proposer hereby acknowledges receipt of the following Addenda issued as a part of this solicitation (initial only if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

**Note:** If there was only one (1) Addendum issued, initial just the first blank after No. 1, not all five (5) blanks above.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Proposer/Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (typed/printed): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Section 8 – Proposer’s Questionnaire

Proposer understands and acknowledges that in selecting a Contractor, LIT will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete.

All Proposals submitted must contain full and complete responses to each of the following questions about Proposer’s firm (**Company**). Proposer must demonstrate the ability to successfully provide the Services. If a Proposer cannot meet any qualifications or responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

### 8.1. COMPANY PROFILE

A. Provide the following information:

Legal name of Company	
Federal Tax ID #	
State of incorporation	
Identify the organizational status of the Company (i.e. corporation, partnership, or sole proprietorship). Include: <ul style="list-style-type: none"> <li>• Date of incorporation</li> <li>• Name of corporate president / principals</li> </ul>	
Address of principal place of business	
Address of office that would be providing service under the Agreement	
Number of Employees	
Annual Revenue	
Name of Parent Corporation, if any	

**NOTE: If Proposer is a subsidiary, LIT prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

- B. State whether Proposer will provide a copy of Company financial statements for the past two (2) years, if requested by LIT.
- C. Provide financial rating of Company and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- D. Provide a brief history of the Company. Indicate the number of years the Company has provided the type of services for which this proposal is submitted.
- E. Is the Company licensed to solicit business in the State of Texas? If yes, include a copy of the license(s).
- F. Disclose any relationships between Company and employees of LIT:
  - a. Is there any current or past relationship(s), including familial relationships through marriage or consanguinity, business relationships, capital-funding agreements or arrangements, or any other such similar business or personal relationship(s), between the Company and any LIT employee, officer or Regent of The Texas State University System? If yes, please explain.
  - b. Does the Company have any current or former employees who are/were employees of LIT? If yes, please explain.
  - c. Does the Company have any proposed personnel who are, or are related to, current or former employees of LIT? If yes, please explain.
- G. Is the Company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- H. Is the Company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- I. Provide any details of all past or pending litigation or claims filed against the Company that would negatively impact the Company's performance under any agreement with LIT.
- J. Provide the name, title, email and telephone number of the individual who will serve as the primary day-to-day contact for LIT should a contract be awarded to Company.

## **8.2. QUALITY OF SERVICE**

- A. Discuss how Company maintains relationships with clients and provides high-level customer service to clients.
- B. Describe the Company's plan to maintain effective communication with LIT.

- C. Will Company provide performance metrics (quarterly or yearly) to LIT including suggested improvements and future roadmaps? If so, explain.
- D. Describe the types of reports or other written documents Company will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Include samples of reports and documents if appropriate.
- E. Describe any difficulties Company anticipates in performing its duties under the Agreement with LIT and how Company plans to manage these difficulties. Describe any assistance Company would require from LIT.

### **8.3. MISCELLANEOUS**

- A. Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to LIT. Additional services or benefits must be directly related to the goods and services solicited under this RFP. Any additions, changes, or suggestions should be clearly described and defined in response to this section and included in Agreement redlines (ref. **Section 10**), for LIT's consideration.
- B. Provide details describing any unique or special services or benefits offered or advantages to be gained by LIT from doing business with Company. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- C. Describe, or provide a copy of, Company's contingency plan or disaster recovery plan in the event of a disaster.

### **8.4. ADDITIONAL CONSIDERATIONS**

Describe any additions or changes to the Scope of Work that Company would suggest to successfully meet the objective of this RFP or that may be of benefit to LIT. Any additions, changes or suggestions should be clearly described and defined in response to this section and included in the Agreement redlines (ref. **Section 10**), for LIT's consideration. LIT reserves the right to incorporate any such additions, changes, or suggestions into the Agreement.

## Section 9 – Additional Questions Specific to RFP

The Proposer recognizes that in selecting a Contractor, LIT will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. LIT reserves the right to contact each reference or contact name listed in response to this RFP at any time and shall be free from any liability to Proposer for conducting such inquiry. Failure to respond to any item in this section may disqualify the Response. Proposer must address and include a response to each question in this Section in their proposal in the order asked and following the same numbering format.

Per **Section 2.5** the RFP Evaluation Criteria, and relative weights of each, that will be used to evaluate Proposals are as follows:

<b>Evaluation Criteria</b>	<b>Weight</b>
Overall benefit to LIT students	30%
Sufficiency of financial resources and ability to perform or provide the services (experience and reputation)	20%
Banking services offered	20%
Commitment to promoting financial literacy	20%
Proposed Rent	5%
Product Pricing	5%
<b>TOTAL</b>	<b>100%</b>

When considering ‘best value’ and award, LIT reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above. LIT will evaluate each Proposal based on the overall financial benefit to LIT, sufficiency of financial resources, banking services offered, charges for such services and reputation for personal and professional integrity and competency. LIT intends to provide an on-campus facility that delivers quality banking services at a reasonable price to the LIT campus community.

Narratives provided in response to the criteria listed below must address the specific items noted with each criterion. Proposer must demonstrate the ability to successfully provide the Services. Proposer should note, unless expressly permitted by this RFP, any of the following may lead to disqualification or affect scoring:

- Failure to fully disclose requested information;
- Failure to submit requested information, using the same numbering format and in the order asked below;
- Incomplete, inaccurate, materially misleading, or non-responsive submissions; or
- Conditional or qualified submissions (i.e., “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.) to requests or questions posed.

To be considered, Proposer must submit the following information as part of Proposer’s proposal:

### **9.1 OVERALL BENEFIT TO LIT STUDENTS (30%)**

- A. List any scholarship opportunities offered to LIT students as part of this Agreement.
- B. How do your company values align with LITs mission and values, and how do you demonstrate this in your services?
- C. How do you give back to or serve the community, and how do you demonstrate this in your services?
- D. How do you manage customer requests, complaints, concerns, and feedback?
- E. What is your process for addressing and resolving customer issues?

**9.2 EXPERIENCE AND REPUTATION (20%):**

- A. Provide references from three (3) of Proposer’s current clients that Proposer provides services that are similar in scope, size, and complexity to the Services described in this RFP. Provide the following information for each customer:
  - Customer name and address;
  - Contact name with email address and phone number;
  - Length of time under contract; and
  - Short description of work performed
- B. Has Proposer worked with LIT in the past five (5) years? If “yes,” provide the name and email address of Proposer’s contact and a brief description of work performed.
- C. Provide a detailed overview of the team member(s) who will be assigned to support this account, including their roles, experience, and primary responsibilities.
- D. Describe the Proposer’s emergency recovery and business contingency plan in the event of a disaster or emergency situation.

**9.3 BANKING SERVICES OFFERED (20%)**

- A. Describe the services available and how they can positively impact LIT students.
- B. What resources are available to your team to achieve success?
- C. What fraud detection and prevention mechanisms are in place? Provide data on the effectiveness of these measures, including the number of fraud attempts detected and prevented in the past twelve (12) months.

**9.4 COMMITMENT TO PROMOTING FINANCIAL LITERACY (20%)**

- A. Describe any seminars or workshops available to LIT students.
- B. Detail how these seminars/workshops would be made available, to include name, time commitment, and cost (if any).

**9.5 PROPOSED RENT (5%)**

A. See **Section 6.1** to indicate the proposed monthly lease amount for the Space.

**9.6 PRODUCT PRICING (5%)**

A. See **Section 6.2** for list of services to be evaluated. Additional services may be provided in response to this RFP. For ease in scoring, services outside those listed will not be used to calculate this criterion.

## SECTION 10 – General Terms & Conditions of Contract

The terms and conditions contained in the attached Agreement (ref. **APPENDIX ONE**) or, in the sole discretion of LIT, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP.

**10.1** If Proposer agrees with the terms and conditions set forth in **APPENDIX ONE** as-is, Proposer will submit a written statement acknowledging it (ref. **Section 10.3.A**).

**10.2** If Proposer has additional terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) or if Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will acknowledge it in writing (ref **Section 10.3**) and submit a redlined **APPENDIX ONE** (in the original editable format, i.e. Microsoft Word) as part of its proposal in accordance with **Section 3.8** of this RFP. Proposer's additions and exceptions will be reviewed by LIT and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's additions and exceptions do not result in disqualification of Proposer's proposal, then LIT may consider Proposer's additions and exceptions when LIT evaluates the Proposer's proposal. LIT will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

***Any addition, deletion, noted exception or other change made to the Agreement must be accompanied by a comment explaining Proposer's rationale for the edit. Failure to include all such terms and conditions in response to this RFP (incorporated into a redlined APPENDIX ONE per Section 10.3 C below) may result in Proposer's disqualification even after an award has been made.***

**10.3** Answer each question below regarding the Agreement (ref. **APPENDIX ONE**):

A. Proposer agrees with the terms and conditions in the Agreement, has no additional terms, conditions, considerations or other documents to add to the Agreement:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

B. Proposer has 1) proposed edits to the existing terms and conditions in the Agreement and/or 2) has made edits to incorporate additions/changes to the scope of work for LIT's consideration (ref. **Sections 8.3** and **8.4**):

Yes: \_\_\_\_\_ No: \_\_\_\_\_

C. Proposer has submitted additional terms and conditions, or other documents for consideration by LIT in the form of a new Exhibit(s) to the Agreement:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

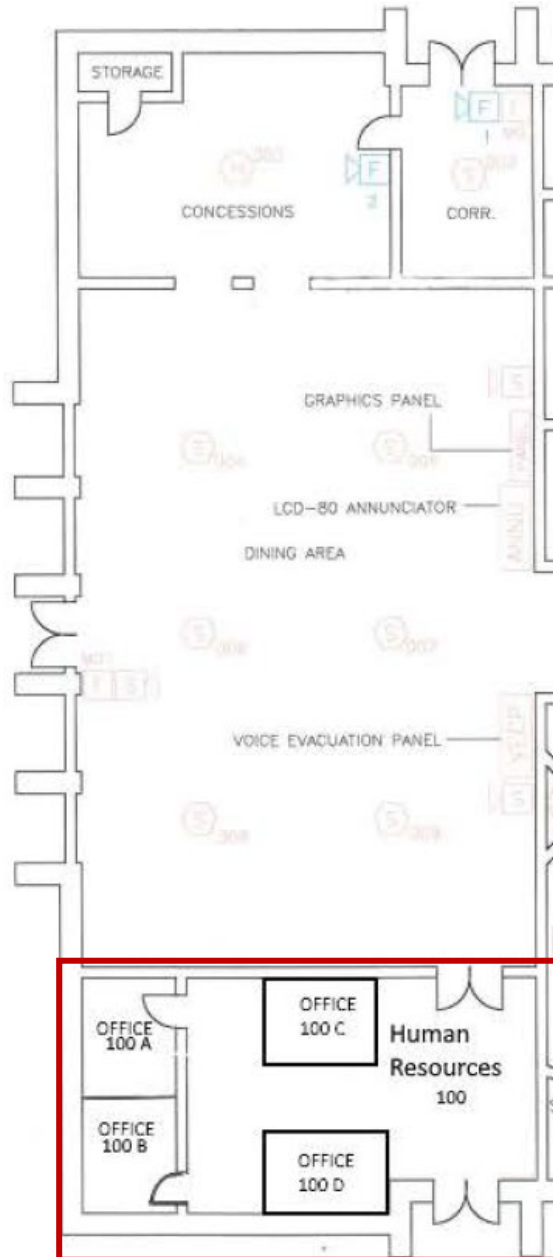
***Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.***

## APPENDIX ONE – MASTER LEASE AGREEMENT

See Separate PDF Attachment

## APPENDIX TWO – CECIL BEESON BUILDING FLOOR PLAN

This is a partial layout of the first floor of the Cecil Beeson Building. The designated space for this Agreement is highlighted in red and covers just over 800 square feet. There is both an external and internal entry into the space.



## APPENDIX THREE – LIT INSURANCE REQUIREMENTS

### Insurance Requirements for Vendors and Outside Groups

#### What are LIT's insurance requirements for vendors?

All vendors performing work for LIT must be properly insured and provide evidence of coverage by means of a Certificate of Insurance (COI) to LIT before commencing work or prior to the event. COI's should be presented with the estimate for services.

LIT's standard insurance requirements for vendors are as follows:

1. Workers' Compensation: Statutory Limits
2. General Liability
  - a. Commercial General Liability: Each Occurrence - \$1,000,000
  - b. Occur: General Aggregate - \$2,000,000
  - c. Products: Comp/Op Aggregate – Included
3. Business Auto Liability: \$1,000,000
4. Professional Liability – If required by scope of work
5. Cybercrime – If required by scope of work
6. Pollution – If required by scope of work

All policies (except Workers' Compensation) shall name college (where work has been engaged) (LIT) a member of The Texas State University System, their agents, servants, employees, officers, heirs, assigns, successors in interest & representatives in connection with the work as **Additional Insureds**. A **Waiver of Subrogation** in favor of the College/Additional Insureds and a thirty (30) day notice of cancellation is required on all policies. **Primary and Non-Contributory** language is to be provided on the COI for all coverage.

#### What if the vendor does not have insurance meeting the requirements?

The Executive Director of Campus Safety will evaluate the scope of services and risk exposure for the specific work and attempt to assist the vendor to address any concerns or specific deficiencies in coverage. Any exceptions to the types of coverage, or limits, must be approved by the Executive Director of Campus Safety.